

This document prepared by and  
after recording return to:

Jill Ann Coleman  
Fox, Swibel, Levin & Carroll, LLP  
200 W. Madison, Suite 3000  
Chicago, IL 60606

**OMNIBUS AMENDMENT TO LOAN DOCUMENTS**

between

The Dental Team, Ltd., an Illinois professional corporation, d/b/a Webster Dental Care Portage Park, Ltd.,  
Steven P. Rempas, D.D.S., Ltd., an Illinois professional corporation,  
Webster Dental Care Lakeview, Ltd., an Illinois professional corporation,  
Webster Dental Care North Suburban, Ltd., an Illinois professional corporation,  
Webster Dental Care LaGrange Park, Ltd., an Illinois professional corporation,  
Webster Dental Care of Hoffman Estates, P.C., an Illinois professional corporation,  
Webster Dental Care of Cicero, P.C., an Illinois professional corporation,  
Webster Dental Care of Mundelein, Ltd., an Illinois professional corporation,  
Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation,  
1475 Glen Lake LLC, an Illinois limited liability company,  
Dr. Steven P. Rempas, an Illinois resident,  
Dr. Mark Zieba, an Illinois resident,  
collectively as Borrowers

and

PNC Bank, National Association,  
as Bank

<b>Property Addresses:</b>	<b>Tax Parcel Numbers:</b>
1475 Glen Lake Road, Hoffman Estates, IL 60195	07-08-409-016-0000
2829 N. Lincoln Ave., Chicago, IL 60657	14-29-127-012-0000

# UNOFFICIAL COPY

## OMNIBUS AMENDMENT TO LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is executed as of December 2, 2013, between:

The Dental Team, Ltd., an Illinois professional corporation, d/b/a Webster Dental Care Portage Park, Ltd.,  
 Steven P. Rempas, D.D.S., Ltd., an Illinois professional corporation,  
 Webster Dental Care Lakeview, Ltd., an Illinois professional corporation,  
 Webster Dental Care North Suburban, Ltd., an Illinois professional corporation,  
 Webster Dental Care LaGrange Park, Ltd., an Illinois professional corporation,  
 Webster Dental Care of Hoffman Estates, P.C., an Illinois professional corporation,  
 Webster Dental Care of Cicero, P.C., an Illinois professional corporation,  
 Webster Dental Care of Mundelein, Ltd., an Illinois professional corporation,  
 Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation,  
 1475 Glen Lake LLC, an Illinois limited liability company,  
 Dr. Steven P. Rempas, an Illinois resident,  
 Dr. Mark Zieba, an Illinois resident, and  
 each other person or entity hereafter executing this Amendment in accordance with its terms and agreeing to become bound hereby as a borrower

(each a "Borrower," and collectively, the "Borrowers"), with an address at 6548 N. Nokomis, Lincolnwood, Illinois 60712, and PNC BANK, NATIONAL ASSOCIATION (the "Bank"), with an address at

PNC Financial Services Group  
 One North Franklin St.  
 28th Floor  
 Chicago, IL 60606  
 Attn: Michael Slavik  
 Vice President  
 Corporate & Institutional Banking

### RECITALS

A. The Bank has made certain credit facilities available to the Borrowers pursuant to the terms of that certain Loan Agreement dated as of November 28, 2012 (the "Original Agreement") between certain of the Borrowers and the Bank.

B. As of the date hereof, the Borrowers and the Bank have executed that certain Amended and Restated Loan Agreement (the "Agreement") in order to amend and restate in its entirety, and supersede, the Original Agreement.

C. The Borrowers and the Bank have agreed to make certain changes to the Loan Documents consistent with the modifications to the Original Agreement effected by the Agreement and the credit facilities available to the Borrowers thereunder.

**NOW THEREFORE**, in pursuance of such agreement and for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Borrowers and the Bank hereby agree as follows:

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1. **General Amendments to Loan Documents.** All references in the Note, the Security Documents (including without limitation (a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Steven P. Rempas and 1475 Glen Lake LLC in favor of the Bank dated as of November 28, 2012, and filed in the Records of the Cook County Recorder of Deeds as Document No. 1234755042 on December 12, 2012, with respect to the real property described on Exhibit A and Exhibit B hereto; and (b) that certain Assignment of Rents, Leases and Profits by Steven P. Rempas and 1475 Glen Lake LLC in favor of the Bank dated as of November 28, 2012, and filed in the Records of the Cook County Recorder of Deeds as Document No. 1234755043 on December 12, 2012, with respect to the real property described on Exhibit A and Exhibit B hereto) and the other Loan Documents to the Note, the Security Documents and the other Loan Documents (other than the Original Agreement and the Agreement) hereafter shall mean the Note, the Security Documents or such other Loan Documents, as the same may be amended pursuant to this Amendment. All references in the Note, the Security Agreement and the other Loan Documents (other than the Original Agreement and the Agreement) to the Original Agreement hereafter shall mean the Agreement. Capitalized terms used, but not otherwise defined, in the Note, the Security Agreement and the other Loan Documents (other than the Original Agreement and the Agreement) hereafter shall have the definitions assigned to them in the Agreement.

2. **Joinder by New Borrower; Consent to Such Joinder by Other Borrowers.** By its execution of this Amendment, Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation ("WTE"), hereby becomes, and agrees to be bound as a Borrower under this Amendment and the other Loan Documents, as amended hereby, whether or not such Loan Documents physically are executed by WTE and/or re-issued and/or re-executed by or with WTE as an express named party and signatory thereto. By their execution of this Amendment, each Borrower other than WTE hereby consents to WTE becoming and being bound as a Borrower under this Amendment and the other Loan Documents, as amended hereby, whether or not such Loan Documents physically are executed by WTE and/or re-issued and/or re-executed by or with WTE as an express named party and signatory thereto.

3. **WTE's Grant of Security Interest.** In connection with WTE's joinder as a Borrower to the Loan Documents (including the Security Documents, as applicable) and for the avoidance of any doubt, in order to secure the Obligations (as defined in the Security Documents, as amended hereby, and the Agreement), (a) WTE hereby assigns and grants to the Bank, as secured party, a continuing lien on and security interest in all of its personal property (and such personal property hereafter shall constitute "Collateral," as such term is defined in, and for purposes of, that certain Security Agreement by the Borrowers in favor of the Bank dated as of November 28, 2012 (as amended hereby)), including without limitation, the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in WTE's business, items held for sale or lease or furnished or to be furnished under contracts of service (including any rights of WTE in office leases), sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) commercial tort claims, if any; (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and

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patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of WTE now or hereafter in the Bank's possession or in transit to or from, or under the custody or control of, the Bank or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to such Security Agreement that may be attached thereto or delivered in connection therewith, including the Rider to Security Agreement - Copyrights, the Rider to Security Agreement - Patents, the Rider to Security Agreement - Trademarks and the Rider to Security Agreement - Cash Collateral Account; and (b) agrees that the terms and provisions of such Security Agreement shall apply to such Collateral and such grant of security interests therein, all as though WTE initially had been a party to such Security Agreement. For purposes of such grant of security interests, WTE represents to the Bank that (A) WTE is an Illinois corporation; (B) WTE's chief executive office, and the address at which its books and records are located, is at 6548 N. Nokomis, Lincolnwood, Illinois 60712, which is in Cook County, Illinois; (C) WTE's EIN is 46-3842124; (D) WTE's organizational identification number is 68787351; (E) WTE's other address at which its Collateral may be located is 845 N. Michigan Avenue, Suite 921, Chicago, Illinois 60611, which is in Cook County, Illinois; (F) the name and address of the landlord or owner of WTE's leased premises is Water Tower LLC; and (G) WTE has not previously used any name or tradename other than Water Tower Endodontics Chicago, Ltd.

4. **Pledge by Steven P. Rempas and Mark Zieba of Stock in WTE.** In order to secure the Obligations (as defined in the Security Documents, as amended hereby, and the Agreement), Steven P. Rempas and Mark Zieba hereby (a) grant a security interest in and pledge to the Bank, as secured party, and to all other direct or indirect subsidiaries of The FNC Financial Services Group, Inc., all of their respective right, title and interest in and to the following investment property and other assets, and all security entitlements of Steven P. Rempas and Mark Zieba with respect thereto, whether now owned or hereafter acquired, together with all additions, substitutions, replacements and proceeds thereof and all income, interest, dividends and other distributions thereon:

<u>Quantity</u>	<u>Description of Securities</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Registered To</u>
900 Shares	Common Stock	Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation	001	Steven P. Rempas
100 Shares	Common Stock	Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation	002	Mark Zieba

(b) agree that Exhibit A to that certain Pledge Agreement by Steven P. Rempas and Mark Zieba in favor of the Bank dated as of November 28, 2012, hereby is amended in order to add to such Exhibit A the foregoing securities and related assets, such that they shall constitute "Collateral," as that term is defined in, and for purposes of, such Pledge Agreement; and (c) agree that the terms and provisions of such Pledge Agreement shall apply to such Collateral and such grant of security interests therein, all as though initially a subject of such Pledge Agreement.

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5. **Waiver of Claims.** In consideration for the Bank's amendment and restatement of the Original Agreement, amendment of the Loan Documents, as set forth in this Amendment, and extension of the credit facilities pursuant to the Agreement, the Borrowers hereby agree as follows:

(a) Each Borrower hereby covenants, agrees and affirms that it possesses no claims, defenses, offsets, recoupment or counterclaims of any kind or nature against the Bank, any shareholder, officer, director, affiliate or agent of the Bank or any of their respective affiliates (each a "Released Party") with respect to the enforcement of the Note or any other Loan Document, each as amended hereby, or relating in any manner whatsoever to the Note or any other Loan Document, each as amended hereby, or the Bank's obligations, liabilities or performance thereunder, including without limitation the exercise or failure to exercise any right or remedy thereunder (collectively, the "Claims"), nor does any Borrower now have knowledge of any facts that would or might give rise to any Claims;

(b) Each Borrower, on behalf of itself, its heirs, executors, agents, affiliates, successors and assigns, hereby unconditionally, irrevocably and unequivocally waives and fully releases any and all Claims and all other damages, liabilities, obligations, actions and causes of action whatsoever, which such Borrower now may have against any Released Party, as if such Claims and/or causes of action were the subject of a lawsuit, adjudicated to final judgment from which no appeal could be taken, and therein dismissed with prejudice. Each Borrower, for itself, its heirs, executors, agents, affiliates, successors and assigns, hereby waives the provisions of any applicable laws restricting the release of claims or causes of action which the releasing party does not know or suspect to exist at the time of release or which arise after the date of the release, which, if known or had arisen, would have materially affected its decision to agree to the release. In this regard, each Borrower hereby agrees, represents, and warrants to each Released Party that it realizes and acknowledges that factual matters now unknown to such Borrower may have given or hereafter may give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and each Borrower, for itself, and its heirs, executors, agents, affiliates, successors and assigns, further agrees, represents and warrants that the release provided hereunder has been negotiated and agreed upon in light of that realization, and that such Borrower nevertheless hereby intends to release, discharge and acquit each Released Party from any such unknown and hereafter arising causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are in any manner set forth in or related to the Note and the other Loan Documents, each as amended hereby, and all dealings in connection therewith. Each Borrower, on behalf of itself, its heirs, executors, agents, affiliates, successors and assigns, waives and releases any right to claim consequential, punitive or exemplary damages against any Released Party; and

(c) Each Borrower, on behalf of itself and its heirs, executors, agents, affiliates, successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Released Party above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the Note or any other Loan Document, including as amended hereby, on account of Claims arising on or prior to the date hereof. Each Borrower, on behalf of itself and its heirs, executors, agents, affiliates, successors and assigns, further agrees that it shall not dispute the validity or enforceability of the Note and the other Loan Documents, each as amended hereby, or any of its obligations thereunder, or the validity, priority, enforceability or the extent of the Bank's security interest in any item of collateral under the Loan Documents, including as amended hereby. If any Borrower, or any of their respective heirs, executors, agents, affiliates, successors or assigns violates the foregoing covenant, each Borrower agrees to pay, in addition to such other damages

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as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by such Released Party as a result of such violation.

6. **Effectiveness.** This Amendment shall become effective upon execution and delivery of this Amendment by all parties hereto.

7. **Ratification of Loan Documents.** Except as amended pursuant to this Amendment, all term, covenants and provisions of the Loan Documents (other than the Original Agreement) are ratified and confirmed and shall remain in full force and effect as written.

8. **Entire Agreement.** This Amendment constitutes the entire and final agreement among the parties hereto with respect to the subject matter hereof.

9. **Governing Law.** This Amendment is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois.

10. **Counterparts.** This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

11. **Authority.** Each party hereto hereby represents and warrants that it is authorized to enter into this Amendment and has obtained all necessary consents, if any, needed to enter into this Amendment.

12. **Parties Bound.** This Amendment shall inure to the benefit of and be binding upon each Borrower and the Bank, and their respective permitted successors and assigns.

13. **Headings.** Section or other headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

14. **Expenses Relating to Amendment.** The Borrowers shall pay all reasonable out-of-pocket expenses, charges, costs and fees relating to this Amendment, including without limitation, the Bank's reasonable attorneys' fees.

15. **Voluntary Execution and Absence of Reliance.** Each party hereto is executing and delivering this Amendment voluntarily and without force or coercion of any kind, based solely upon the representations, warranties and agreements contained herein. Each of the parties hereto acknowledges that it has not relied on any promise, representation, or warranty, express or implied, oral or written, not contained in this Amendment or any Loan Document, as amended hereby.

[signature pages follow]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written, to be effective as of the date set forth above.

**BORROWERS:**

The Dental Team, Ltd., an Illinois professional corporation, d/b/a Webster Dental Care Portage Park, Ltd.

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Webster Dental Care of Hoffman Estates, P.C., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Steven P. Rempas, D.D.S., Ltd., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Webster Dental Care of Cicero, P.C., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Webster Dental Care Lakeview, Ltd., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Webster Dental Care of Mundelein, Ltd., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President

Webster Dental Care North Suburban, Ltd., an Illinois professional corporation

By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: President


1475 Glen Lake LLC, an Illinois limited liability company


By: *Dr. Steven P. Rempas*  
Print Name: Dr. Steven P. Rempas  
Title: Manager


[signature page to Omnibus Amendment]

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Webster Dental Care LaGrange Park, Ltd., an Illinois professional corporation

  
Print Name: Dr. Steven P. Rempas

By:   
Print Name: Dr. Steven P. Rempas  
Title: President

  
Print Name: Dr. Mark Zieba

Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation

By:   
Print Name: Dr. Steven P. Rempas  
Title: President

**THE BANK:**

FNC BANK, NATIONAL ASSOCIATION

By:   
Print Name: Michael Slavik  
Title: Vice President

[signature page to Omnibus Amendment]

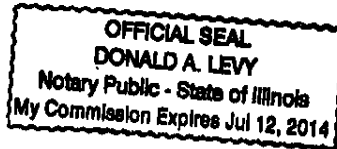


# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec. 2, 2013, by Dr. Steven P. Rempas, as President of The Dental Team, Ltd., an Illinois professional corporation, d/b/a Webster Dental Care Portage Park, Ltd., on behalf of said corporation.

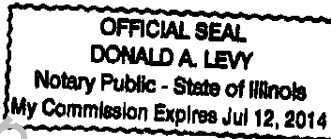
Donald A. Levy  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec. 2, 2013, by Dr. Steven P. Rempas, as President of Steven P. Rempas, D.D.S., Ltd., an Illinois professional corporation, on behalf of said corporation.

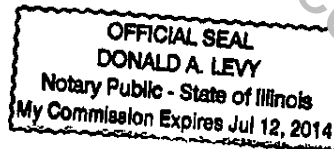
Donald A. Levy  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec. 2, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care Lakeview, Ltd., an Illinois professional corporation, on behalf of said corporation.

Donald A. Levy  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_

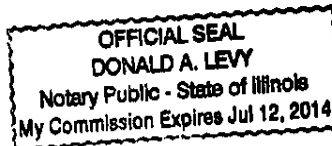


# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 2, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care North Suburban, Ltd., an Illinois professional corporation, on behalf of said corporation.

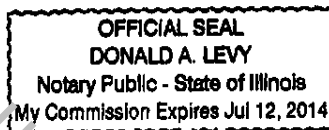
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 2, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care of Hoffman Estates, P.C., an Illinois professional corporation, on behalf of said corporation.

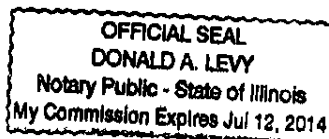
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 2, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care of Cicero, P.C., an Illinois professional corporation, on behalf of said corporation.

[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



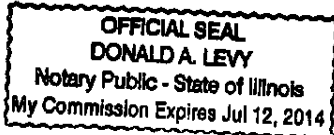
PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 7, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care of Mundelein, Ltd., an Illinois professional corporation, on behalf of said corporation.

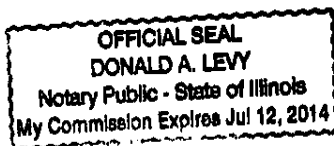
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 7, 2013, by Dr. Steven P. Rempas, as Manager of 1475 Glen Lake LLC, an Illinois limited liability company, on behalf of said limited liability company.

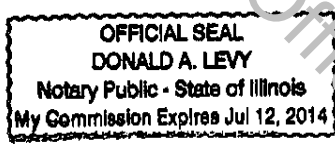
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec 7, 2013, by Dr. Steven P. Rempas, as President of Webster Dental Care LaGrange Park, Ltd., an Illinois professional corporation, on behalf of said corporation.

[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_

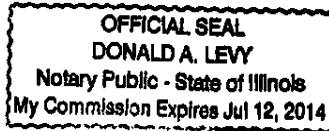


# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec ✓, 2013, by Dr. Steven P. Rempas, as President of Water Tower Endodontics Chicago, Ltd., an Illinois professional corporation, on behalf of said corporation.

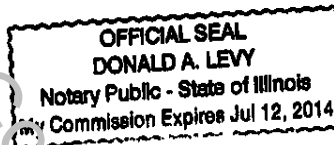
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec ✓, 2013, by Dr. Steven P. Rempas, as individual.

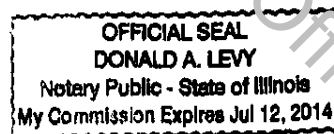
[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on Dec ✓, 2013, by Dr. Mark Zieba, an individual.

[Signature]  
Notary Public  
State of \_\_\_\_\_  
Serial Number (if any) \_\_\_\_\_



# UNOFFICIAL COPY

STATE OF Ill. )  
 ) SS  
COUNTY OF Cook )

The foregoing Omnibus Amendment to Loan Documents was acknowledged before me on December 10<sup>th</sup>, 2013, by Michael Slavik, as a Vice President of PNC Bank, National Association, on behalf of said entity.

[Signature]  
Notary Public  
State of Illinois  
Serial Number (if any) \_\_\_\_\_



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

THAT PART OF LOT 13 IN BLOCK 192 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XX1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  AND PART OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MEIDIAN IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13 BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD WITH THE EASTERLY LINE OF GLEN LAKE ROAD THENCE NORTHERLY ALONG THE EASTERLY LINE OF GLEN LAKE ROAD NORTH 13 DEGREES 22 MINUTES 43 SECONDS EAST, A DISTANCE OF 260.04 TO A POINT OF CURVATURE THENCE NORTHERLY ALONG A CURVED LINE, CONVEXED TO THE EAST 399.68 FEET IN RADIUS, FOR AN ARC LENGTH OF 2.64 FEET TO THE POINT OF BEGINNING THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 96.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 13, THENCE SOUTH EASTWARD ALONG NORTHERLY LINE OF SAID LOT 13, SOUTH 72 DEGREES, 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 172.83 FEET, THENCE SOUTH 13 DEGREES, 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 95.00 FEET, THENCE NORTH, 72 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 160.46 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Tax Parcel Number: 07-08-409-016-0000

Common Address: 1475 Glen Lake Road  
Hoffman Estates, IL 60195

Cook County Clerk's Office

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## EXHIBIT B

### LEGAL DESCRIPTION OF THE REAL ESTATE

LOTS 20 AND 21 IN ALBERT WISNER'S SUBDIVISION OF BLOCK 10 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Number: 14-29-127-012-0000

Common Address: 2829 N. Lincoln Ave.  
Chicago, IL 60657

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