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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

MELTZER PURTILL & STELLE LLC
300 S. Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attn: Reuben C. Warshawsky

Property Identification Nos.

See Exhibits A-1 and A-2 attached hereto.

Addresses:

See Exhibits A-1 and A-2 attached hereto.



Doc#: 1427204057 Fee: \$84.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2014 11:19 AM Pg: 1 of 24

This space reserved for Recorder's use only

FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is dated as of this 8th day of September, 2014 made by and among LEXINGTON HILLS, LLC, an Illinois limited liability company (the "Borrower"), RONALD BENACH, individually, WAYNE MORETTI, individually (each and collectively, the "Guarantor") and MB FINANCIAL BANK, N.A., as successor in interest to Cole Taylor Bank, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made certain loans to Borrower in the aggregate amount of Two Million Six Hundred Sixty-Two Thousand and 00/100 Dollars (\$2,662,000.00) consisting of (i) that certain A&D Loan in the original principal amount of One Million Six Hundred Sixty-Two Thousand and 00/100 Dollars (\$1,662,000.00) (the "A&D Loan"), and (ii) that certain Revolving Loan in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) outstanding at any one time (the "Revolving Loan") (the A&D Loan and Revolving Loan are hereinafter each and collectively referred to as the "Loan") pursuant to the terms and conditions of that certain Construction Loan Agreement dated as of March 12, 2014 by and among Borrower, Guarantor and Lender (the "Loan Agreement"). The A&D Loan was evidenced by that certain Acquisition and Development Note dated March 12, 2014 in the principal amount of One Million Six Hundred Sixty-Two Thousand and 00/100 Dollars (\$1,662,000.00) made payable by Borrower to the order of Lender (the "A&D Note"). The Revolving Loan was evidenced by that certain Revolving Note dated March 12, 2014 in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) outstanding at any one time made payable by Borrower to the order of Lender (the "Revolving Note") (the A&D Note and Revolving Note are hereinafter each and collectively referred to as the "Note").

B. The Note was secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage") dated as of March 12, 2014 from Borrower to

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Lender and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on April 1, 2014 as Document No. 1409142054 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-1** hereto (the "Property"), (ii) that certain Assignment of Rents and Leases dated March 12, 2014, from Borrower to Lender and recorded in the Recorder's Office on April 1, 2014 as Document No. 1409142055 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated March 12, 2014 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); (iv) that certain Guaranty dated March 12, 2014 given by Guarantor in favor of Lender (the "Guaranty"), (v) that certain Assignment of Plans, Specifications, Developer's Rights, Construction and Service Contracts dated as of March 12, 2014 made by Borrower to Lender ("Assignment of Plans"), and (vi) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the Assignment of Plans and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. On or about August 4, 2014, the Borrower made a payment towards the principal amount of the A&D Loan in the amount of \$280,512.50 (the "A&D Principal Payment"), thereby reducing the amount of the A&D Loan from \$1,662,000.00 to \$1,381,487.50. Due to draws made by Borrower and after the Principal Payment, the current amount outstanding under the Loan is currently \$752,875.59 with an available balance of \$628,611.91.

D. Borrower has requested an increase in the amount of the loan in order to acquire real property described on **Exhibit A-2** attached hereto and the improvements thereon (the "Additional Property") and to extend the construction of the Project on to the Additional Property and to make other modifications to the Loan Documents as set forth herein.

E. Borrower intends to construct ten (10) new Units at the Project. Eight (8) Units (the "Additional Property New Units") shall be constructed in new buildings on the Additional Property (the "Additional Property Buildings") and two (2) Units will be constructed on the Property (the "Property New Units") through a reconfiguration of three (3) buildings pursuant to the Site Plan attached hereto as **Exhibit B**.

F. Based upon Borrowers' request, Borrower, Guarantor and Lender have agreed, among other things, to (i) provide for the Additional Property to be added to and encumbered by the Mortgage to serve as additional collateral security for the Loan, (ii) provide for the construction of the Project on the Property and the Additional Property, (iii) require Borrower to bring additional equity into the Project, (iv) decrease the amount of the A&D Loan to reflect the A&D Principal Payment, (v) increase the amount of the A&D Loan by an amount equal to \$589,802.50, (vi) increase the amount of the Revolving Loan to an amount not to exceed \$2,000,000.00 outstanding at any one time, (vii) amend the number of Spec Units allowed under the Loan Agreement, (viii) amend the pre-sales requirements, (viii) increase the aggregate amount of the Loan by \$380,000.00 to provide for the issuance of a Letter of Credit in the amount of \$380,000.00 under the term of the Loan Agreement, (ix) provide for the issuance of a Letter of Credit Note in the principal amount of \$380,000.00, and (x) provide for such other amendments, as more particularly set forth herein.

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G. Lender has agreed to the requested amendments as set forth herein, and to amend the Loan Documents upon the terms, and subject to the conditions, contained in this Agreement, and Borrower and Guarantor have agreed to execute and deliver this Agreement and such other documents and instruments as shall be reasonably required by Lender.

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 agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. **Additional Property**.

(a) All references in the Mortgage and other Loan Documents to the "Land, "Property", "Premises", "Real Property" or other legal description describing the Property in the Loan Documents shall be deemed to include the Additional Property and the Additional Property shall be encumbered by the Loan Documents and shall be subject to all of the covenants, terms, and provisions thereof, Borrower hereby giving, bargaining, selling, warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto Lender all of its estate, right, title and interest in, to and under the Additional Property all to the same end and with the same force and effect as if included as mortgaged land at the time the Mortgage was executed and delivered. As to the Additional Property, Borrower makes all representations and warranties in the Loan Documents originally applicable to the Property, and agrees that the Additional Property shall be subject to all covenants and provisions of the Loan Documents as if originally subject thereto.

(b) Borrower hereby grants a security interest in the Additional Property to Lender to secure the repayment of the Loan, to be paid with interest according to the Note evidencing the Loan, and all other sums, liabilities, and obligations constituting the debt. Borrower has granted and hereby grants to Lender, as security for the debt, a security interest in the Additional Property to the full extent that the Additional Property may be subject to the Code (as defined in the Mortgage) said portion of the Additional Property so subject to the Code being called the "Collateral".

4. **Construction on the Additional Property**.

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(a) In furtherance of the foregoing, Borrower agrees that the construction on the Additional Property shall be subject to the terms, covenants, conditions and restrictions of the Loan Agreement, the Mortgage and the other Loan Documents. Borrower agrees to submit to Lender, each of which shall be in form and substance acceptable to Lender: (i) updated property insurance certificates covering the Additional Property, (ii) comprehensive Environmental Audit (Phase I or higher) for the Additional Property, including professional liability insurance and reliance letters (if applicable), (iii) updated Project Budget of all hard and soft costs, (iv) updated Plans and Specifications for the Project, contemplating the construction on the Additional Property, (v) appraisal for the Additional Property, (vi) evidence that the Additional Property is not located in a special flood hazard area, and (vii) any and all other documents or requirements set forth in the Loan Documents with respect to the Property and the Additional Property.

(b) The Additional Property New Units and the Property New Units are hereinafter included in the definition of "Unit" and "Units" in the Loan Agreement and any reference in the Loan Documents to "Unit" or "Units" is hereinafter deemed to mean the Unit and Units as originally defined in the Loan Agreement and the Additional Property New Units and the Property New Units;

(c) the New Buildings are hereinafter included in the definitions of "Building" and "Buildings" in the Loan Agreement and any reference in the Loan Documents to "Building" or "Buildings" is hereinafter deemed to mean the Building and Buildings as originally defined in the Loan Agreement and the New Buildings.

(d) The New Buildings, Additional Property New Units and the Property New Units are hereinafter included in the definition of "Project" in the Loan Agreement and any reference in the Loan Documents to the Project is hereinafter deemed to mean the Project as originally defined in the Loan Agreement and the New Buildings, Additional Property New Units and Property New Units.

5. **Additional Equity.** In addition to the equity already invested in the Project by Borrower pursuant to the Loan Agreement, Borrower shall contribute additional equity in the amount of \$147,451.00 ("**Additional Equity**"), which amount shall be subject to verification from time to time by Lender, prior to any additional disbursement of the Loan. In the event a portion of such Additional Equity has already been paid by Borrower, then Borrower shall furnish Lender with satisfactory evidence of the payment of such portion of the Additional Equity.

6. **A&D Loan Amount.**

(a) The principal amount of the A&D Loan shall hereby be first decreased by the amount of the A&D Principal Payment from One Million Six Hundred Sixty-Two Thousand and 00/100 Dollars (\$1,662,000.00) to One Million Three Hundred Eighty-One Thousand Four Hundred Eighty-Seven and 50/100 Dollars (\$1,381,487.50) and then shall be increased by an amount equal to Five Hundred Eighty-Nine Thousand Eight Hundred Two and 50/100 Dollars (\$589,802.50) from One Million Three Hundred Eighty-One Thousand Four Hundred Eighty-Seven and 50/100 Dollars (\$1,381,487.50) to One

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Million Nine Hundred Seventy-One Thousand Two Hundred Ninety and 00/100 Dollars (\$1,971,290.00). The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the A&D Loan, the A&D Loan amount, or the amount of \$1,662,000.00 (either in numbers or words, as the case may be) as the principal amount of the A&D Loan or otherwise is hereby amended to be \$1,971,290.00 (either in numbers or words, as the case may be) as the principal amount of the A&D Loan, secured by each of the Loan Documents, such that each of said Loan Documents secure the full and prompt payment of the A&D Note, as amended or restated from time to time, and the full and prompt performance of all the terms, covenants and conditions of this Agreement.

(b) Section 4.1(a) of the Loan Agreement is hereby amended to read in its entirety as follows:

“(a) A&D Loan. A non-revolving acquisition and development loan in the principal amount of \$1,971,290.00 (the “A&D Loan”) evidenced by a certain “A & D Note”, as amended or restated from time to time.”

7. **Issuance of Amended and Restated Acquisition and Development Note.**

Borrower and Lender agree that the A&D Note shall be amended, restated and replaced in its entirety and that Borrower shall execute and deliver an Amended and Restated Acquisition and Development Note in the amount of \$1,971,290.00 and in form and substance acceptable to Lender (the “Amended A&D Note”). Upon execution and delivery by Borrower of the Amended A&D Note and satisfaction of all other conditions contained herein, Lender shall cancel the A&D Note. Such cancellation shall not be deemed and/or construed as a novation of the obligations of the maker thereof as evidenced thereby, all of which shall remain in full force and effect as provided in the Amended A&D Note. From and after the date hereof and execution and delivery of the Amended A&D Note by Borrower, all references in the Loan Documents, as amended, to the A&D Note shall be deemed references to the Amended A&D Note, and all references in the Loan Documents to the A&D Loan shall be deemed references to the A&D Loan, as amended hereby and as evidenced by the Amended A&D Note.

8. **Amendment to Repayment of A&D Loan.** Section 6.3(i)(a) of the Loan Agreement is hereby amended and restated to read as follows:

“(a) an amount equal to \$58,396.00 to be paid from sources other than Loan Proceeds and which shall be applied towards the principal balance of the A&D Loan”

9. **Increase in Revolving Loan.**

(a) The amount outstanding under the Revolving Loan at any one time shall hereby be increased from One Million and 00/100 Dollars (\$1,000,000.00) to Two Million and 00/100 Dollars (\$2,000,000.00). The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the Revolving Loan, the Revolving Loan amount, or the amount of \$1,000,000.00 outstanding at any one time (either in numbers or words, as the

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case may be) as the amount permitted to be outstanding under the Revolving Loan at any one time or otherwise is hereby amended to be \$2,000,000.00 (either in numbers or words, as the case may be) as the amount permitted to be outstanding under the Revolving Loan at any one time, secured by each of the Loan Documents, such that each of said Loan Documents secure the full and prompt payment of the Revolving Note, as amended or restated from time to time, and the full and prompt performance of all the terms, covenants and conditions of this Agreement.

(b) Section 4.1(b) of the Loan Agreement is hereby amended to read in its entirety as follows:

“(a) Revolving Loan. A revolving line of credit in the amount of not more than \$2,000,000.00 outstanding at any one time for the construction of the Buildings and Units (“Revolver Loan”), evidenced by a certain “Revolver Note”, as amended or restated from time to time.”

10. **Issuance of Amended and Restated Revolving Note**. Borrower and Lender agree that the Revolving Note shall be amended, restated and replaced in its entirety and that Borrower shall execute and deliver an Amended and Restated Revolving Note in the amount of not more than \$2,000,000.00 outstanding at any one time and in form and substance acceptable to Lender (the “Amended Revolving Note”). Upon execution and delivery by Borrower of the Amended Revolving Note and satisfaction of all other conditions contained herein, Lender shall cancel the Revolving Note. Such cancellation shall not be deemed and/or construed as a novation of the obligations of the maker thereof as evidenced thereby, all of which shall remain in full force and effect as provided in the Amended Revolving Note. From and after the date hereof and execution and delivery of the Amended Revolving Note by Borrower, all references in the Loan Documents, as amended, to the Revolving Note shall be deemed references to the Amended Revolving Note, and all references in the Loan Documents to the Revolving Loan shall be deemed references to the Revolving Loan, as amended hereby and as evidenced by the Amended Revolving Note.

11. **Issuance of Letter of Credit**.

(a) Section 2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“**THE LOAN**. The Loan shall be evidenced by the Notes made by Borrower payable to the order of Lender, totaling not more than Four Million Three Hundred Fifty-One Thousand Two Hundred Ninety and 00/100 Dollars (\$4,351,290.00) outstanding at any one time (the “Loan”) and not to exceed Eight Million Sixty-Nine Thousand Nine Hundred Fifty-Three and No/100 Dollars (\$8,069,953.00) in cumulative aggregate disbursements. The Loan shall be allocated between the A&D Loan, the Revolver Loan and the Letter of Credit, as described in Section 4.1 below. The cumulative aggregate amount of all disbursements of the Revolver Loan shall not exceed \$8,069,953.00. Borrower may borrow, repay and re-borrow the Revolver Loan, on or prior to the Maturity Date or the Extended Maturity Date (as applicable), subject to the terms and

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conditions herein contained, including, without limitation, the limits established with respect to maximum amounts outstanding at any one time and in the aggregate.

(b) The following Section 2-A is hereby added to the Loan Agreement, between Sections 2 and 3, to read in its entirety as follows:

“THE LETTER OF CREDIT.”

(a) Issuance and Purpose. Lender agrees to issue a letter of credit (the “Letter of Credit”) in the principal amount of Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00) under and pursuant to an application and Continuing Agreement for Commercial and Standby Letters of Credit of Lender duly executed and delivered by Borrower to Lender (collectively, the “Letter of Credit Application”), which Letter of Credit shall be issued for the benefit of the Village of Palatine, Illinois (the “Beneficiary”) to assure the performance by Borrower of certain improvements with respect to the Project. The Letter of Credit shall be irrevocable and shall have an expiration date no later than March 12, 2016, provided, however, at Lender’s sole discretion, the expiration date shall automatically extend for additional twelve (12) month periods. The face amount of the Letter of Credit shall reduce the amount of the Loan available for other purposes and all draws against a Letter of Credit shall constitute disbursements of proceeds of the Loan, shall bear interest at the Default Rate, be payable as provided in the Letter of Credit Note and shall be secured by the Mortgage and other Loan Documents. Upon the issuance of any Letter of Credit, Borrower shall cause the Title Company to (i) issue a Letter of Credit Endorsement to the Lender’s title policy referencing such Letter of Credit, and (ii) amend the pending disbursement endorsement to include the face amount of such Letter of Credit. Borrower shall apply to the Beneficiary, at appropriate intervals as reasonably requested by Lender, for reduction in the amount of the Letter of Credit to reflect the construction, in whole or part, of the improvements for which such Letter of Credit was issued.

(b) Draws. The Beneficiary shall be entitled to draw on the Letter of Credit upon presentation of a sight draft to Lender at Lender’s office at _____ on or before 5:00 p.m. Chicago time during any Business Day if Borrower shall fail to complete the site improvements previously described in accordance with the terms and conditions required by the Beneficiary. Borrower shall reimburse Lender for any amount drawn under the Letter of Credit plus interest thereon at the Default Rate within two (2) Business Days after the date such draft is paid by Lender and failure to reimburse Lender by such date shall constitute an additional Event of Default hereunder without notice to Borrower of any kind.

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(c) Letter of Credit Fee. Borrower shall pay to Lender a fee for issuance of the Letters of Credit equal to two percent (2.00%) per annum (computed on the basis of a year of 360-days and the actual number of days of the stated term of the Letter of Credit) of the stated amount of Letter of Credit issued by Lender. Such fee shall be payable annually in advance with the first fee payment to be made on the date of issuance of the Letter of Credit.

(d) Termination of Letter of Credit. If the Letter of Credit has not been presented for a draw pursuant to its terms, the Letter of Credit shall terminate upon the earlier to occur of the stated expiry date thereof or the date such Letter of Credit is returned to Lender. In no event shall the liens and security interests created by the Loan Documents be released unless or until the Letters of Credit have all been terminated.

(e) Reduction of Loan Amount. Upon any reduction in the amount of the Letter or Credit or the termination of the Letter of Credit, the amount of the Loan shall be reduced by either the amount the Letter of Credit was reduced or, if the Letter of Credit is terminated, by the entire amount of the Letter of Credit. Borrower shall have no right to draw on the Loan for those amounts after any reduction or termination of the Letter of Credit.

12. **Issuance of Letter of Credit Note.**

(a) The Borrower and Lender agree that Borrower shall execute and deliver a letter of credit note in the amount of \$380,000.00 and in form and substance acceptable to Lender (the "Letter of Credit Note"). The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the Note or Notes is hereby amended to include the Letter of Credit Note, such that each of said Loan Documents secure the full and prompt payment of the Letter of Credit Note.

(b) The following subsection (c) is hereby added to Section 4.1 of the Loan Agreement to read in its entirety as follows:

"(c) Letter of Credit. The Letter of Credit is evidenced by a certain "Letter of Credit Note"."

13. **Pre-Sales Requirement.** Section 5.5 of the Loan Agreement is hereby amended and restated to read in its entirety as follows:

"Pre-Sale Requirement. On the Loan Opening Date, the initial Loan amount made available to Borrower shall include funds for (i) the acquisition of the Land, (ii) disbursement with respect to the payment of such other amounts for site work as shall be permitted by the Lender, pursuant to a detailed line item budget for the opening draw to be agreed to between Lender and Borrower, and

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(iii) soft costs and construction costs associated with the construction of six unsold (6) Units (the "Initial Units") and the Existing Units, provided that Borrower has complied with the Equity Requirement. Lender shall not be required to make any further disbursements of the proceeds of the Loan unless and until the Pre-Sale Requirement (as hereinafter defined) has been satisfied.

Disbursement of the proceeds of the Loan with respect to the additional costs for Work to commence construction of any additional Building or Units (except for the Initial Units) shall not be made until Borrower presents to Lender satisfactory evidence that at least fifty percent (50%) of the Units in such Building are Sold (the "Pre-Sale Requirement"); provided however, that the Pre-Sale Requirement for Buildings 1, 2, 9, 10 and 13 shall be one (1) Unit. Notwithstanding anything set forth herein to the contrary, no more than eight (8) unsold Units ("Spec Units") plus two (2) model Units, may be framed though drywall at any one time and, during December, January, and February of each year prior to and including the year in which the Maturity Date occurs, Borrower may have two (2) spec foundations as part of the Project.

The maximum construction advance on a Unit, including the A&D Loan, shall not exceed the lesser of (i) actual cost per Unit, which shall be equal to \$44,153.00 per Unit plus any base and upgrade construction costs for such Unit and (ii) 75% of the sales price in the Sales Contract for such Unit, provided that the maximum construction advance on a Spec Unit, including the A&D Loan, shall not exceed 75% of the appraised retail value of such Spec Unit."

14. **Earnest Money Deposit Revisions.** Sections 1.26(ii) and Section 4.5 of the Loan Agreement are hereby amended and restated in their entirety to read as follows:

"(ii) such third party purchaser has deposited as earnest money thereunder, an amount equal to or greater than five percent (5%) of the gross sale price ("Earnest Money")"

"4.5 Project Accounts and Earnest Money Deposits. All project accounts including, without limitation, any money deposited with the Lender pursuant to Section 6.3 hereof shall be deposited with Lender into non-interest bearing accounts (collectively, the "Pledged Accounts"). The Pledged Accounts shall be pledged to and for the benefit of Lender (to the extent permitted by law) as additional collateral security for the Loan, and upon an Event of Default or at any time when Borrower would be entitled and elects to retain such deposits other than in connection with the closing of a Unit, the amounts thereof may be offset and applied by Lender for payments of amounts due and owing under the Loan Documents, subject only to the rights of third party purchasers of Units with respect to any Earnest Money deposits in the Pledged Accounts."

15. **Other Conforming Amendments.** The Loan Documents, including, without limitation, the Mortgage and the Assignment of Leases, are hereby amended to reflect the terms of this Agreement including, without limitation, the increased Loan Amount and the issuance of

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the Letter of Credit Note. Any references in the Loan Documents (including, without limitation, the Mortgage) to the Note shall be deemed to refer to the Note and the Letter of Credit Note, and the Mortgage and other Loan Documents shall secure both the Note and the Letter of Credit Note. Borrower and Guarantor each agree that Lender shall have the right to record this Agreement to reflect the subject matter of this Agreement.

16. **Representations and Warranties of Borrower and Guarantor.** Borrower and Guarantor each hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Note, the Mortgage or the other Loan Documents and neither Borrower nor any Guarantor knows of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

17. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1401 008936084 (the "Title Policy"), as of the date this Agreement is recorded, (i) reflecting the recording of this Agreement, (ii) increasing the amount of the Title Policy to \$4,351,290.00, (iii) adding the Additional Property to the coverage of the Title Policy, (iv) to the extent not heretofore delivered, include a Letter of Credit endorsement, and (v) insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender (the "Date Down Endorsement").

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18. **Amended and Restated Guaranty.** In connection with this Agreement, and in order to induce Lender to modify the Loan Documents as set forth herein, each Guarantor shall deliver to Lender an Amended and Restated Guaranty, executed by Guarantor, guaranteeing to Lender payment of the full amount of the Loan, as amended hereby (the "Amended Guaranty"). Any reference to the "Guaranty" in the Note, the Loan Agreement or any of the other Loan Documents shall mean and refer to the Amended Guaranty.

19. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses. In addition, as a condition precedent to Lender entering into this Agreement and agreeing to amend the Loan, (i) Borrower shall pay to Lender an amendment fee in the amount of \$2,950.00 ("A&D Amendment Fee") with respect to the A&D Loan, and (ii) Borrower shall pay to Lender an amendment fee in the amount of \$5,000.00 ("Revolving Amendment Fee") with respect to the Revolving Loan, which shall be due and payable in full by Borrower upon the execution of this Agreement.

20. **Additional Requirements.** The obligations of Lender to amend the Loan as described herein shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by Borrower and Guarantor;
- (b) The Amended A&D Note, executed by Borrower;
- (c) The Amended Revolving Note, executed by Borrower;
- (d) The Letter of Credit Note, executed by Borrower;
- (e) Evidence of Additional Equity;
- (f) The Amended and Restated Guaranty, executed by each Guarantor;
- (g) The Date Down Endorsement from the Title Company;
- (h) Manager's Certificate of Borrower, certifying to and attaching (i) the Articles of Organization of Borrower (or no changes to the articles previously delivered to Lender), (ii) the Operating Agreement of Borrower (or no changes to the operating agreement previously delivered to Lender), (iii) resolutions of the Borrower authorizing the transactions described herein, and (iv) certificate of good standing with respect to the Borrower, issued by the Illinois Secretary of State;
- (i) Manager's Certificate of Lexington Homes L.L.C., an Illinois limited liability company ("Lexington Homes"), certifying to and attaching (i) the Articles of Organization of Lexington Homes (or no changes to the articles previously delivered to Lender), (ii) the Operating Agreement of Lexington Homes (or no changes to the

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operating agreement previously delivered to Lender), (iii) resolutions of Lexington Homes, on behalf of Borrower, authorizing the transactions described herein, and (iv) certificate of good standing with respect to Lexington Homes, issued by the Illinois Secretary of State;

- (j) Payment to Lender of the A&D Amendment Fee;
- (k) Payment to Lender of the Revolving Amendment Fee; and
- (l) Such other documents as Lender may reasonably require.

21. **Bankruptcy Provisions.** Borrower hereby acknowledges and agrees that, if a petition under any section, chapter or provision of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower, (i) it shall not contest, and it shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) it shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower by a third party, Borrower shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

22. **Waiver of Defenses.** As of the date of this Agreement, Borrower acknowledges that it has no defense, offset, or counterclaim to any of Borrower's obligations under the Loan Documents. Borrower hereby irrevocably waives and releases any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between Borrower and the Lender.

23. **Release of Claims.** Borrower hereby fully and forever remises, releases and discharges the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which Borrower had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.

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24. **No Course of Dealing**. Borrower acknowledges and agrees that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on Lender's part to grant other or future amendments, should any be requested.

25. **No Joint Venture**. 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.

26. **Binding Agreement**. 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.

27. **Entire Agreement**. Borrower and Lender each acknowledges 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.

28. **Construction of Agreement**. Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. Borrower and its legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

29. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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30. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

32. **Time of the Essence.** Time is of the essence of each of Borrower's obligations under this Agreement.

33. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

34. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

35. **VENUE.** TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR MORTGAGE.

36. **WAIVER OF JURY TRIAL.** BORROWER IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

(signature page to follow)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER:

LEXINGTON HILLS LLC, an Illinois limited liability company

By: 
Wayne Moretti, Manager

GUARANTORS:


Ronald Benach


Wayne Moretti

LENDER:

MB FINANCIAL BANK, N.A., as successor in interest to Cole Taylor Bank

By: 
Its: Commercial Group President

Property of Cook County Clerk's Office

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STATE OF Illinois)
) .ss
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Moretti, the Manager of LEXINGTON HILLS LLC, an Illinois limited liability company ("Company"), 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 said instrument as his own free and voluntary act and the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September, 2014.

Deborah T. Haddad
Notary Public

My Commission Expires: July 9, 2018



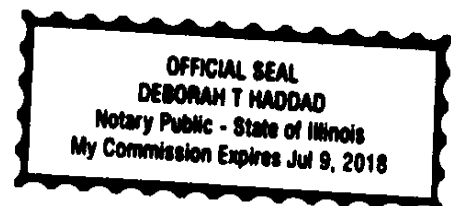
STATE OF Illinois)
) .ss
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WAYNE MORETTI, individually, 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 said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September, 2014.

Deborah T. Haddad
Notary Public

My Commission Expires: July 9, 2018



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STATE OF Illinois)
) .ss
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD BENACH, individually, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September 2014.

Deborah T. Haddad
Notary Public

My Commission Expires: July 9, 2018



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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 THOMAS C. WILSON, the Director of MB FINANCIAL BANK, N.A., as successor in interest to Cole Taylor Bank ("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 the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of September, 2014.

Sandra Zar

 Notary Public

My Commission Expires: 02/28/2016



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EXHIBIT A-1

THE PROPERTY

PARCEL 1:

THAT PART OF LOT 9 IN PRESERVES AT HILLTOP SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 2, AND THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007 AS DOCUMENT 0715122064, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9; THENCE SOUTH 67 DEGREES 37 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF LOT 9, A DISTANCE OF 35.6 FEET; THENCE NORTH 22 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.53 FEET TO A POINT ON THE CENTER OF A PARTY WALL AND POINT OF BEGINNING OF PARCEL INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 22 DEGREES 22 MINUTES 07 SECONDS EAST ALONG THE CENTER OF SAID PARTY WALL, 48.51 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 06 SECONDS EAST 21.74 FEET; THENCE SOUTH 22 DEGREES 12 MINUTES 49 SECONDS WEST; 4.87 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 06 SECONDS EAST, 6.02 FEET, THENCE SOUTH 22 DEGREES 12 MINUTES 49 SECONDS WEST, 43.64 FEET, THENCE NORTH 67 DEGREES 42 MINUTES 06 SECONDS WEST, 27.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 OF PRESERVES AT HILLTOP SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 2, AND THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007 AS DOCUMENT 0715122064, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PORTION OF LOT 11 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 05 DEGREES 06 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 64.48 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 38 SECONDS EAST, A DISTANCE OF 18.85 FEET TO A POINT ON THE CENTER LINE OF THE COMMON WALL AND POINT OF BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 84 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF THE COMMON WALL, A DISTANCE OF 48.36 FEET; THENCE SOUTH 05 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 83 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 4.80 FEET; THENCE SOUTH 04 DEGREES 50 MINUTES 44 SECONDS EAST, A DISTANCE OF 5.80 FEET; THENCE SOUTH 84 DEGREES 40 MINUTES 02 SECONDS WEST, A DISTANCE OF 43.47 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 26 SECONDS WEST, A DISTANCE OF 27.87 FEET TO THE POINT OF BEGINNING, IN PRESERVES AT HILLTOP SUBDIVISION BEING A SUBDIVISION OF

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THE NORTHWEST 1/4 OF SECTION 2, AND THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007 AS DOCUMENT 0715122064, IN COOK COUNTY, ILLINOIS

ALSO EXCEPTING:

THAT PART OF LOT 11 IN PRESERVES AT HILLTOP SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 2, AND THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007 AS DOCUMENT 0715122064, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS::

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 05 DEGREES 06 MINUTES, 22 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 35.65 FEET; THENCE NORTH 84 DEGREES 33 MINUTES 38 SECONDS EAST, A DISTANCE OF 18.78 FEET TO A POINT ON THE CENTER LINE OF THE COMMON WALL LINE AND THE POINT OF BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 84 DEGREES 53 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF THE COMMON WALL LINE, A DISTANCE OF 48.37 FEET; THENCE NORTH 05 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.93 FEET; THENCE SOUTH 84 DEGREES 41 MINUTES 57 SECONDS WEST, A DISTANCE OF 4.37 FEET; THENCE NORTH 05 DEGREES 50 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.90 FEET; THENCE SOUTH 84 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 43.43 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 26 SECONDS EAST, A DISTANCE OF 27.72 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON AREAS OF LOTS 9 AND 11 AFORESAID, AS ESTABLISHED BY DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS DATED AUGUST 25, 2009 AND RECORDED SEPTEMBER 17, 2009 AS DOCUMENT 0926049016, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER LOT D, AS SHOWN ON THE PLAT PRESERVES AT HILLTOP SUBDIVISION RECORDED AS DOCUMENT 07151220642

PIN: 02-02-105-001-0000
02-02-105-002-0000
02-02-105-003-0000

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02-02-105-004-0000
02-02-206-001-0000
02-02-206-002-0000
02-02-206-003-0000
02-02-206-004-0000
02-02-206-005-0000
02-02-206-006-0000
02-02-206-007-0000
02-02-206-008-0000
02-02-206-009-0000
02-02-206-001-0000

Address: 21 Moseley Road, Palatine, Illinois 60074

Property of Cook County Clerk's Office

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EXHIBIT A-2

THE ADDITIONAL PROPERTY

THAT PART OF THE WEST HALF OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2, 145 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES 47 MINUTES 30 SECONDS FROM EAST TO SOUTH WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 239.25 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 28.00 FEET; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES 47 MINUTES 30 SECONDS FROM EAST TO SOUTH WITH SAID LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 66.75 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 7.00 FEET; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES 47 MINUTES 30 SECONDS FROM EAST TO SOUTH WITH SAID LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 75.00 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 130.00 FEET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES 47 MINUTES 30 SECONDS FROM EAST TO SOUTH WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 351.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE WEST ON SAID NORTH LINE, A DISTANCE OF 161.00 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART TAKEN BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ROAD WAY PURPOSES PER DOCUMENT NO. 2395419), IN COOK COUNTY, ILLINOIS.

PIN: 02-02-100-019-0600

175E Lakewood Road

Palatine Ill 60074

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EXHIBIT B

SITE PLAN

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

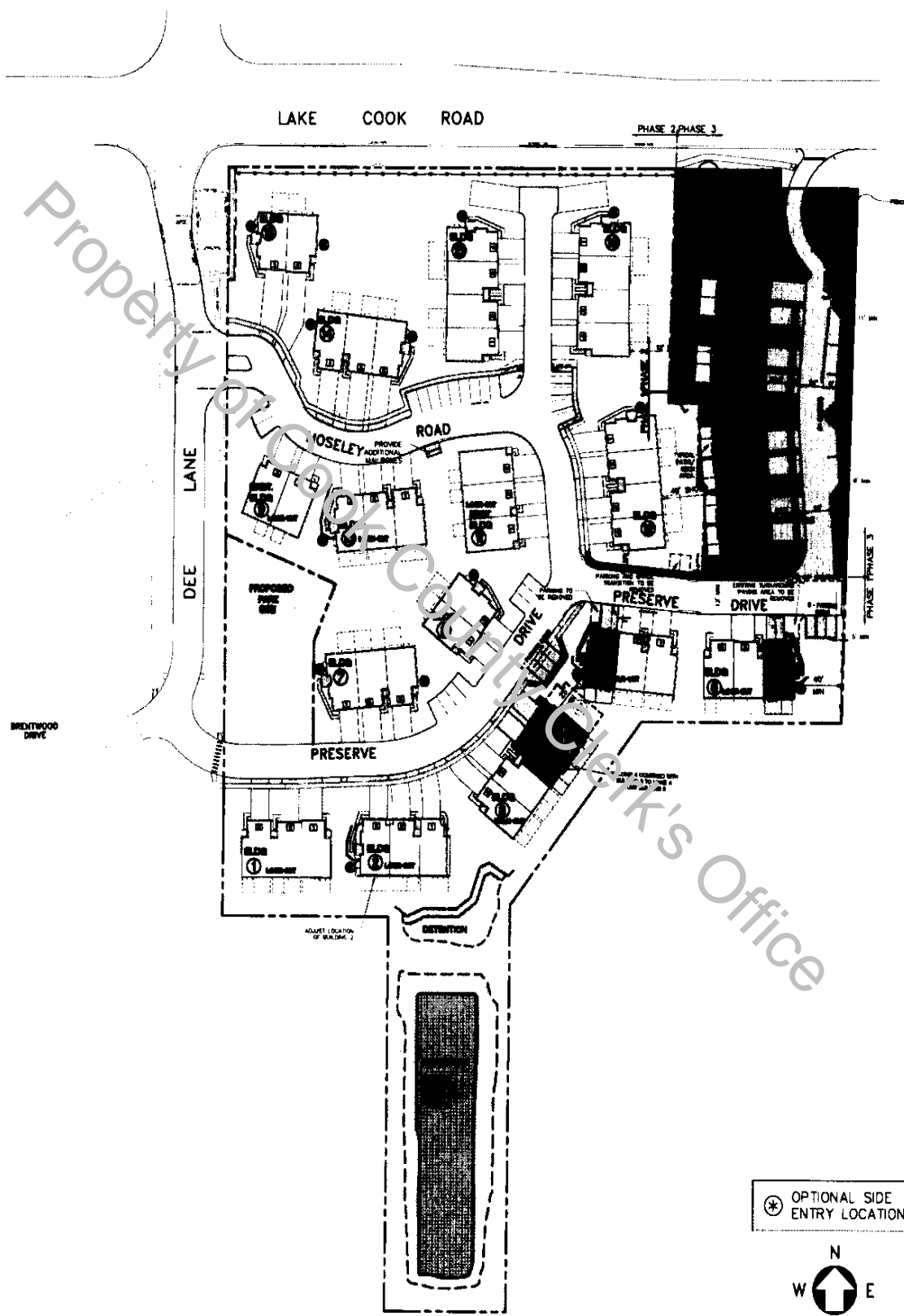
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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LEXINGTON HILLS OF PALATINE FINAL SITE PLAN - OVERALL

54 TOWNHOMES
PALATINE, ILLINOIS
JANUARY 13, 2014



BRENTWOOD DRIVE

OPTIONAL SIDE ENTRY LOCATION

