### **UNOFFICIAL COPY**

This instrument was prepared by and when recorded return to:

Thompson Coburn LLP Attention: Gary L. Plotnick 55 East Monroe Street, 37<sup>th</sup> Floor Chicago, Illinois 60603



Doc#: 1601204003 Fee: \$66.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/12/2016 10:15 AM Pg: 1 of 14

## MODIFICATION TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS MODIFICATION TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (the "Medification") is made and entered into as of this 15 day of December, 2015 by and among 1, SPFLLMATT MOTORS, INC., an Illinois corporation d/b/a/DUPAGE CHRYSLER DODGE JEEP KAM ("DuPage Dodge"), 2) BMO HARRIS BANK N.A., a national banking association (the "Bark"), 3) JAMES SPELLMAN, an Illinois resident ("Spellman"), 4) BRET MATTHEWS, a Illinois resident ("Matthews"), 5) LIBERTYVILLE CHEVROLET, INC., an Illinois corporation ("Libertyville"), 6) OAK LAWN HYUNDAI, INC., an Illinois corporation ("Hyundai"), 7) CESM, LLC, an Illinois limited liability company ("CESM") and 8) CESML PROPERTIES LLC an Illinois limited liability company ("CESML") (DuPage Dodge, THE Bank, Spellman, Mathews, Libertyville, Hyundai, CESM and CESML are sometimes collectively referred to herein as the "Parties").

#### **RECITALS:**

WHEREAS, the Parties entered into that certain Cross-Collateralization and Cross-Default Agreement dated November 5, 2014 and recorded November 17, 2014 with the Office of the Lake County Recorder of Deeds as Document No. 7148147 and recorded November 17, 2014 with the Office of the Cook County Recorder as Document No. 14-32150001(the 'Agreement');

WHEREAS, the Parties desire to amend the Agreement as set forth in this Modification.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. The following provisions are hereby added to the Agreement:

"<u>DuPage Dodge Collateral</u>: All of the collateral granted to the Bank by DuPage Dog pursuant to the Loan Documents, is hereby pledged to secure all past, present and future obligations of (i) Libertyville, (ii) Hyundai, (iii) CESM and (iv) CESML."

Box 400

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"CESM Collateral: Upon release of that certain mortgage made by CESM in favor of SOMERCOR 504, Inc. dated September 14, 2005 and recorded November 10, 2005 with the Office of the Lake County Recorder of Deeds as Document No. 5895124 (the "CESM SBA Mortgage") against that certain real property legally described on Exhibit "A" attached here hereto (the "CESM Property"), all of the collateral granted to the Bank by CESM pursuant to the Loan Documents, is hereby pledged to secure all past, present and future obligations of (i) DuPage Dodge, (ii) Libertyville, (iii) Hyundai and (iv) CESML."

"CESML Collateral: Upon release of that certain mortgage made by CESML in favor of SOMERCOR 504, Inc. dated July 25, 2014 and recorded September 4, 2014 with the Office of the Cook County Recorder of Deeds as Document No. 14-24734031 (the "CESML SBA Mortgage") against that certain real property legally described on Exhibit "B" attached here hereto (the "CESML Property"), all of the collateral granted to the Bank by CESML pursuant to the Loan Documents, is hereby pledged to secure all past, present and future obligations of (i) DuPage Dodge, (ii) Libertyville, (iii) Hyundai and (iv) CESM."

2. <u>Default:</u> Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Any default under the past, present and future obligations of DuPage Dodge owed to the Bank that is not cured within any applicable specified cure period, if any, shall constitute an Event of Default, breach or default under all past, present and future obligations of (i) Libertyville, (ii) Hyundai under the Floor Plan Agreement and Floor Plan Note, as amended, (iii) CESM under the CESM Term Loan Agreement and CESM Term Note. (iv) Spellmand, (v) Matthews, (vi) upon release of the CESM SBA Mortgage, CESM under the CESM Mortgage Note, and (vii) upon release of the CESML SBA Mortgage, CESML, owed to Bank. Any default under the past, present and future obligations of Libertyville owed to the Bank that is not cured within any applicable specified cure period, if any, shall constitute an Event of Default, breach or default under all past, present and future obligations of (i) DuPage Dodge, (ii) Hyundai under the Floor Plan Agreement and Floor Plan Note, (iii) CESM under the CESM Term Loan Agreement and CESM Term Note, (iv) Spellman, (v) Matthews, (vi) upon release of the CESM SBA Mortgage, CESM under the CESM Mortgage Note, and (vii) upon release of the CESML SEA Mortgage, CESML, owed to Bank. Any default under the past, present and future obligations of Hyundai owed to the Bank that is not cured within any applicable specified cure period, if any, shall constitute an Event of Default, breach or default under all past, present and future obligations of (i) Libertyville, (ii) DuPage Dodge, (iii) CESM under the CESM Term Loan Agreement and CESM Term Note, (iv) Spellman, (v) Matthews, (vi) upon release of the CESM SBA Mortgage, CESM under the CESM Mortgage Note, and (vii) upon release of the CESML SBA Mortgage, CESML, owed to Bank. Any default under the past, present and future obligations of CESM owed to the Bank that is not cured within any applicable specified cure period, if any, shall constitute an Event of Default, breach or default under all past, present and future obligations of (i) Libertyville, (ii) Hyundai under the Floor Plan Agreement and Floor Plan Note, (iii) DuPage Dodge, (iv) Spellman, (v) Matthews and (vi) upon release of the CESML SBA Mortgage, CESML, owed to Bank. Any default under the past, present and future obligations of CESML owed to the Bank that is not cured within any applicable specified cure period, if any, shall constitute an Event of Default, breach or default under all past, present and future obligations of

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### **UNOFFICIAL COPY**

- (i) Libertyville, (ii) Hyundai under the Floor Plan Agreement and Floor Plan Note, (iii) DuPage Dodge, (iv) Spellman, (v) Matthews (vi) CESM under the CESM Term Loan Agreement and CESM Term Note and (vi) upon release of the CESM SBA Mortgage, CESM under the CESM Mortgage Note, owed to Bank."
- 3. <u>Definitions:</u> All terms that are not specifically defined herein shall have the same meaning as in the Loan Documents.
- 4. <u>Full Force and Effect:</u> The Parties and any guarantors hereof agree that all provisions, stipulation, powers and covenants in the Loan Documents shall remain in full force and effect, except to the extent amended hereby.
- 5. <u>Choice of Len and Venue:</u> This Agreement shall be governed by, construed and enforced in accordance with rederal law and the laws of the State of Illinois. If there is a lawsuit, the Parties agree, upon the Beck's request, to submit to the jurisdiction of the courts of Cook County, State of Illinois.
- 6. <u>Conflict of Provisions:</u> In the event of any inconsistency between the terms and provisions of the other Loan Documents and the terms and provisions this Modification, the terms and provisions of this Modification shall control as to any such inconsistency.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Modification as of the date and year first written above.

## BMO HARRIS BANK, N.A., a national banking association Name: Voel Dixon Title: Vice President SPELLMATT MOTORS, INC., an Illinois corporation Of County Clart's Office Name: Bret Marthews Title: President and Secretary JAMES SPELLMAN, individually MATHEWS, individually LIBERTYVILLE CHEVROLET, INC., an Illinois corporation Name: James Spellman Title: President OAK LAWN HYUNDAI, INC., an Illinois corporation

By:

Name: James Spellman

Title: President

[Signature Page to Modification to Cross-Collateralization and Cross-Default Agreement]

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# **UNOFFICIAL COPY**

CESM, LLC,
an Illinois limited liability company
By:
Name: James Spellman
Title: Manager  By:
Name: Bret Matthiavs
Title: Manager
CESML PROPERTIES LLC,
an Illinois limited liability corapany
an Illinois limited liability company  By: Name: James Spellman  Title: Manager  Name: Bret Matthews  Title: Manager
By:
Name: Bret Matthews Title: Manager

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	1
OTATE OF TEETNOIS	) SS
COUNTY OF COOK	)
	t was acknowledged before me this 15 day of December, 2015, sident of <b>BMO HARRIS BANK N.A.</b> , a national banking ociation.
Given under my hand an	d Notarial Seal this 15 <sup>1</sup> day of December, 2015.
	- Inlenden
OFFICIAL SEA!  DEBORAH MCMAH'A!  Notary Public - State of !!rols  My Commission Expires Aug 1, 2%	Notary Public  Mc MAHA  (Type or Print Name)
(NOTARIAL SEAL)	Contraction
My Commission Expires:	) C
STATE OF ILLINOIS	) ) SS
COUNTY OF	
The foregoing instrumen	t was acknowledged before me this 15 day of November

The foregoing instrument was acknowledged before me this 15 day of Dreamber, 2015, by Bret Matthews, the President of SPELLMATT MOTORS, INC. an Illinois corporation, on his own behalf and as the free and voluntary act of said corporation our suant to its Articles of Incorporation, actions of its Board of Directors, and its Bylaws for the purposes therein set forth on behalf of the corporation.

Given under my hand and notarial seal this 15th day of walled

(Notary Seal)

Notary Public

Type or Print Name

My commission expires:

OFFICIAL SEAL
DEBORAH MCMAHON
Notary Public - State of Illinois
Not Commission Expires Aug 1, 2016

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## **UNOFFICIAL COP**

[Notary Page to Modification to Cross-Collateralization	on and Cross-Default Agreement]
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STATE OF ILL	INOIS	)
COUNTY OF	WILL	) SS )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that JAMES SPELLMAN, an Illinois resident, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the purposes therein set forth.

Given under my nand and notarial seal this B day of School, 2015

(Notary Seal)

OFFICIAL SEAL DEBORAH MCMAHON Notary Public - State of Illinois My Commission Expires Aug 1, 2016

Notary Public

Type or Print Name

My commission expires: 8-1-16 Sound Clork?

STATE OF ILLINOIS ) SS COUNTY OF WILL

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **BRET MATTHEWS**, an Illinois resident, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 15 day of Scental,

(Notary Seal)

OFFICIAL SEAL DEBORAH MCMAHON Motary Public - State of Ithnole My Commission Expires Aug 1, 2016

Notary Public

Type or Print Name

My commission expires: 8-1-16

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## **UNOFFICIAL COP**

[Notary Page to Modification to Cross-Collateralization and Cross-Default Agreement]

STATE OF ILLINOIS	)
COUNTY OF WILL	) SS )

The foregoing instrument was acknowledged before me this 15 day of December 2015, by James Spellman, the President of LIBERTYVILLE CHEVROLET, INC., an Illinois corporation, on his own behalf and as the free and voluntary act of said corporation pursuant to its Articles of Ir comoration, actions of its Board of Directors, and its Bylaws for the purposes therein set forth on benefit of the corporation.

Given under my hand and notarial seal this day of scent al. 2015.

(Notary Seal)

OFFICIAL SEAL DEBORAH MCMAHON Notary Public - State of Illinois My Commission Expires Aug 1, 2016 Notary Public Type or Print Name

My commission expires: 8-1-16

STATE OF ILLINOIS ) SS COUNTY OF WILL

day of Secrifical The foregoing instrument was acknowledged before me this 2015, by James Spellman, the President of OAK LAWN HYUNDAI, INC., an Illinois corporation, on his own behalf and as the free and voluntary act of said corporation pursuant to its Articles of Incorporation, actions of its Board of Directors, and its Bylaws for the purposes therein set forth on behalf of the corporation.

Given under my hand and notarial seal this by day of backle

(Notary Seal)

OFFICIAL SEAL DEBORAH MCMAHON Notary Public - State of Illinois My Commission Expires Aug 1, 2016 Notary Public

Type or Print Name

My commission expires:

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### **UNOFFICIAL COPY**

[Notary Page to Modification to Cross-Collateralization and Cross-Default Agreement]

STATE OF ILLINOIS	)
	) SS
COUNTY OF WILL	)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that JAMES SPELLMAN and BRET MATTHEWS, each an Illinois resident and a manager of CESM, LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company pursuant to its Articles of Organization and its Operating Agreement for the purposes therein set forth.

Given under my hand and notarial seal this/5 day of December 2015

(Notary Seal)

OFFICIAL SEAL
DEBORAH MCMAHON
Notary Public - State of lithnois
My Commission Expires Aug 1, 2016

STATE OF ILLINOIS
STATE OF ILLINOIS
SS

COUNTY OF Will
SS

COUNTY OF Will

OFFICIAL SEAL
Notary Public
Type or Print Name

My commission expires:

S-1-16

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that JAMES SPELLMAN and BRET MATTHEWS, each an Illinois resident and a manager of CESML PROPERTIES LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company pursuant to its Articles of Organization and its Operating Agreement for the purposes therein set forth.

Given under my hand and notarial seal this 15 day of scribbs

(Notary Specific OFFICIAL SEAL DEBORAH MCMAHON

DEBORAH MUMARUN
Notary Public - State of Illinois
My Commission Expires Aug 1, 2016

Notary Public

Type or Print Name

My commission expires: 8-1-16

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[Notary Page to Modification to Cross-Collateralization and Cross-Default Agreement]

RECORDER OF DEEDS
SCANNED BY\_\_\_\_\_

COOK COUNTY

RECORDER OF DEEDS

SCANNED BY

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#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION OF CESM PROPERTY

PARCEL 1: THAT PART OF LOTS 2 AND 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 22, 27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1918 AS DOCUMENT NUMBER 177862 IN BOOK "K" OF PLATS, PAGE 10, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, 44.58 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTA 11 DEGREES 43 MINUTES 50 SECONDS EAST 69.25 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 9 DEGREES 18 MINUTES 50 SECONDS EAST, 369.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF DOCUMENT NO. 27771438; THENCE SOUTH 84 DEGREES 18 MINUTES 31 SECONDS WEST 323.26 FEET, MORF OR LESS, TO THE NORTHWEST CORNER OF SAID DOCUMENT NO. 2771438; THENCE SOUTH 6 DEGREES 17 MINUTES 32 SECONDS EAST, 32.39 FEET TO A POINT ON THE WEST LINE OF DOCUMENT NO. 2771438 AND 50 FEET SOUTH OF (AT RIGHT ANGLES TO) THE NORTH LINE OF SAID LOT 3: THENCE NORTH 83 DEGREES 17 MINUTES 23 SECONDS WEST (PARALLEL TO THE NORTH LINE OF SAID LOT 3)510.20 FEET RECORD 511 06 FEET MEASURED TO THE SOUTHEAST CORNER OF DOCUMENT NO. 2045241; THENCE NORTH 6 DEGREES 39 MINUTES 45 SECONDS EAST, 524.91 FEET RECORD, 525.67 FEET MEASURED, TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 740.74 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, 696.16 FEET, MORE OR LESS, TO THE FOINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS,

#### EXCEPT THEREFROM THE FOLLOWING:

THAT PART OF LOTS 2 AND 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 22, 27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11, FAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1918 AS DOCUMENT NO. 177862, IN BOOK "K" OF PLATS, I'AGE 10, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 2, 44.58 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 11 DEGREES 43 MINUTES 50 SECONDS EAST 69.25 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 9 DEGREES 18 MINUTES 50 SECONDS EAST, 369.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF DOCUMENT NO. 2771438; THENCE SOUTH 84 DEGREES 18 MINUTES 31 SECONDS WEST 323.26 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID DOCUMENT NO. 2771438; THENCE SOUTH 6 DEGREES 17 MINUTES 32 SECONDS EAST 32.39 FEET TO A POINT ON THE WEST LINE OF DOCUMENT NO. 2771438 AND 50 FEET SOUTH OF (AT RIGHT

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### **UNOFFICIAL COPY**

ANGLES TO) THE NORTH LINE OF SAID LOT 3; THENCE NORTH 83 DEGREES 17 MINUTES 23 SECONDS WEST (PARALLEL TO THE NORTH LINE OF SAID LOT 3) 365.06 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 83 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 146.00 FEET TO THE SOUTHEAST CORNER OF DOCUMENT NO. 2045241; THENCE NORTH 6 DEGREES 39 MINUTES 45 SECONDS EAST A DISTANCE OF 524.91 FEET RECORD, 525.67 FEET MEASURED, TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 740.74 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 82 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 429.00 FEET; THENCE SOUTH 6 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 204.09 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 25 SECONDS WIST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 282.98 FEET: PHENCE SOUTH 6 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 319.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 22, 27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED MAY 28, 1918 AS DOCUMENT NO. 177862, IN BOOK "K" OF PLATS, PAGE 10, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3 SOUTH 83 DEGREES 41 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE 2433.06 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 1 DEGREE 56 MINUTES 37 SECONDS EAST 681.20 FEET; THENCE SOUTH 83 DEGREES 02 MINUTES 08 SECONDS EAST PARALLEL WITH AND 50 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 3.319.90 FEET TO THE IRON PIPE AT THE NORTHEAST CORNER OF CAMBRIDGE SQUARE II CONDOMINIUMS AND THE PONT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 83 DEGREES 02 MINUTES 08 SECONDS EAST 23738 FEET; THENCE SOUTH 9 DEGREES 03 MINUTES 23 SECONDS EAST, 306.83 FEET TO A POINT ON SAID LINE AS EXTENDED 309.7 FEET NORTH OF THE NORTH LINE OF GOLF ROAD: THENCE SOUTH 81 DEGREES 14 MINUTES 30 SECONDS WEST 229.44 FEET MORL OR LESS TO A POINT ON THE EAST LINE OF CAMBRIDGE SQUARE II CONDOMINIUMS, THENCE NORTH 9 DEGREES 03 MINUTES 23 SECONDS WEST ON THE EAST LINE OF SAID CONDOMINIUM LAND 378.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 OVER THE WEST 30 FEET OF THE FOLLOWING DESCRIBED TRACT OF AND: THAT PART OF LOT 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 3; SOUTH 83 DEGREES 41 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE 2433.06 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 1 DEGREE 56 MINUTES 37 SECONDS EAST, 68120 FEET; THENCE SOUTH 83 DEGREES 02 MINUTES 08 SECONDS EAST PARALLEL WITH AN]) 50 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 3,

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319.90 FEET TO THE IRON PIPE AT THE NORTHEAST CORNER OF CAMBRIDGE SQUARE II CONDOMINIUMS; THENCE SOUTH 9 DEGREES 03 MINUTES 23 SECONDS EAST, ON THE EAST LINE OF SAID CONDOMINIUM LAND, 378.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 81 DEGREES 14 MINUTES 30 SECONDS EAST 229.44 FEET, MORE OR LESS TO THE WEST LINE OF LANDS DESCRIBED IN DEED RECORDED JUNE 26, 1974 AS DOCUMENT 1669671: THENCE SOUTH 9 DEGREES 03 MINUTES 23 SECONDS EAST, ON THE WEST LINE OF SAID DEED, 309.7 FEET TO THE NORTH LINE OF GOLF ROAD; THENCE NORTH 83 DEGREES 35 MINUTES 17 SECONDS WEST, ALONG THE NORTH LINE OF GOLF ROAD, 233.06 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID CAMBRIDGE SOUARE II CONDOMINIUM; THENCE NORTH 9 DEGREES 03 MINUTES 23 SECONDS WEST, 238.68 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS; RESERVED IN DEED FROM THE NORTHERN TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 23, 1967 KNOWN AS TRUST NUMBER 2686 7.0 VILLAGE MOTORS LLC DATED NOVEMBER 15, 1999 AND RECORDED NOVEMBER 16, 1999 AS DOCUMENT NUMBER 4452756.

Address: 1001 S. Milwaukee Ave., Libert valle, Illinois 60048 Colling Clark's Office

PINs: 11-21-415-033 & 11-21-415-030

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#### **EXHIBIT "B"**

#### LEGAL DESCRIPTION OF CESML PROPERTY

#### PARCEL 1:

LOT 1 IN JDB CHICAGO RESUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWAST 1/4 OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 2012, AS DOCUMENT 1208022012, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 IN JDB CHICAGO RESUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 2012 AS DOCUMENT 1208022012, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EASTERLY IN BLOCK 4 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, IN COOK COUNTY, ILLINOIS.

Address: 9121 South Cicero Avenue, Oak Lawn, Illinois 60453

PINs: 24-03-300-013-0000; 24-03-300-015-0000; 24-03-301-023-5000; and 750 OFFICE

24-03-301-011-0000