

# UNOFFICIAL COPY

Doc#: 1627939013 Fee: \$80.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/05/2016 08:23 AM Pg: 1 of 17

**THIS INSTRUMENT WAS  
PREPARED BY AND WHEN  
RECORDED RETURN TO:**

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

Permanent Tax Index Numbers  
and Address.

See "Exhibit A", "Exhibit A-1",  
"Exhibit A-2", "Exhibit A-3" and  
"Exhibit A-4"

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## SIXTH MODIFICATION OF LOAN DOCUMENTS

**THIS SIXTH MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 22nd day of October, 2016 ("Effective Date"), by **NORTH SHORE RESIDENTIAL FUND I, LLC**, a Delaware limited liability company (the "Borrower") and **MARK J. PUTTERMAN, PETER L. HOLSTEIN, DAVID A. SHERMAN LIVING TRUST**, and **THE DAVID AND SUSAN SHERMAN JOINT INVESTMENT TRUST** (collectively, the "Guarantors").

### RECITALS:

A. The PrivateBank and Trust Company (the "Lender") made a mortgage loan to Borrower in the original principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) (the "Loan") as evidenced by that certain Promissory Note, dated as of October 30, 2012 (as amended, restated, or replaced from time to time, the "Note"). The Note matures October 30, 2017.

B. The Loan is secured by: (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing, dated as of October 30, 2012 made by Borrower in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described in the Mortgage, but now legally described on the attached Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 hereto (the "Property"), which Mortgage was recorded in the Lake County, Illinois Recorder of Deeds on November 16, 2012 as Instrument No. 6922999 and in the Cook County Recorder of Deeds on November 16, 2012 as Document No. 1232149007; (ii) that certain Assignment of Rents and

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Leases, dated as of October 30, 2012 (as amended, restated, modified or supplemented and in effect from time to time, the "Assignment of Rents"), which Assignment of Rents was recorded in the Lake County, Illinois Recorder of Deeds on November 16, 2012 as Instrument No. 6922300 and in the Cook County, Illinois Recorder of Deeds on November 16, 2012 as Document No. 1232149008; and (iii) that certain Loan and Security Agreement made and executed by and between Borrower and Lender, dated as of October 30, 2012 (the "Loan Agreement").

C. The Guarantors executed a Guaranty of Payment in favor of Lender, dated October 30, 2012 (the "Guaranty").

D. The parties entered into that certain First Modification of Loan Documents, dated as of December 10, 2012 (the "First Modification"), which First Modification was recorded in the Lake County, Illinois Recorder of Deeds on December 14, 2012 as Document No. 6934743 and in the Cook County, Illinois Recorder of Deeds on December 28, 2012 as Document No. 1234855109, to modify the legal description of the Property.

E. The parties entered into that certain Second Modification of Loan Documents, dated as of January 25, 2013 (the "Second Modification"), which Second Modification was recorded in the Lake County, Illinois Recorder of Deeds on February 13, 2013 as Document No. 6958513 and in the Cook County, Illinois Recorder of Deeds on February 6, 2013 as Document No. 1303755094, to modify the legal description of the Property.

F. The parties entered into that certain Third Modification of Loan Documents, dated as of April 18, 2013 (the "Third Modification"), which Third Modification was recorded in the Lake County, Illinois Recorder of Deeds on April 30, 2013 as Document No. 6987345 and in the Cook County, Illinois Recorder of Deeds on April 26, 2013 as Document No. 1311649001, to modify the legal description of the Property.

G. The parties entered into that certain Fourth Modification of Loan Documents, dated as of July 11, 2013 (the "Fourth Modification"), which Fourth Modification was recorded in the Lake County, Illinois Recorder of Deeds on July 29, 2013 as Document No. 7019504 and in the Cook County, Illinois Recorder of Deeds on July 19, 2013 as Document No. 132005508, to modify the legal description of the Property.

H. The parties entered into that certain Fifth Modification of Loan Documents, dated as of February 2, 2014 (the "Fifth Modification"), which Fifth Modification was recorded in the Lake County, Illinois Recorder of Deeds on February 11, 2014 as Document No. 7076737 and in the Cook County, Illinois Recorder of Deeds on March 12, 2014 as Document No. 1407149036, to modify the legal description of the Property.

I. The Note, Mortgage, Assignment of Rents, Loan Agreement, Guaranty, First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification and such other documents delivered or executed in connection with the Loan, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents".

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J. Borrower and Lender desire to amend the Loan Documents as based upon the terms set forth herein.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the 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. Definitions. Any term not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

2. Principal Balance of Loan. As of the date hereof, the outstanding principal balance of the Loan is Three Million Five Hundred Twenty Two One Hundred and 19/100 Dollars (\$3,522,100.19).

3. Amended and Restated Promissory Note. Concurrent with the execution and delivery hereof, Borrower shall execute and deliver to Lender an "Amended and Restated Promissory Note" dated as of the Effective Date in the amount of Three Million Five Hundred Twenty Two One Hundred and 19/100 Dollars (\$3,522,100.19).

4. Amendments to Loan Agreement:

(a) Section 2 of the Loan Agreement is hereby amended by deleting the definitions of "Commitment", "Loan" and "Loans" in their entirety with the following replaced in their stead:

(i) "Commitment" shall mean, Lender's obligation to make Loans pursuant to Section 3.1 in an amount not to exceed Three Million Five Hundred Twenty Two One Hundred and 19/100 Dollars (\$3,522,100.19)."

(ii) "Loan" or "Loans" shall mean the loans from Lender to Borrower in an amount not to exceed Three Million Five Hundred Twenty Two One Hundred and 19/100 Dollars (\$3,522,100.19) in the aggregate, which are to be disbursed pursuant to this Agreement and which loans shall otherwise be governed by the provisions hereof."

(b) Section 3.3(a) of the Loan Agreement is hereby deleted in its entirety with the following replaced in its stead.

"Unit Sale Proceeds. For so long as the Guaranty is in effect, upon disposition of any individual Unit, Borrower shall remit to Lender a sum equal to eighty percent (80%) of the net proceeds received from an applicable buyer for said Unit. Borrower shall deliver to Lender a copy of the applicable HUD-1 (together with

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any applicable invoices) with the delivery of said net proceeds. If in any event the Guaranty is released as set forth in Article 10 below, upon disposition of any individual Unit, Borrower shall remit to Lender a sum equal to one hundred ten percent (110%) of the borrowed amount allocated to said Unit.”

5. Amendments to Loan Documents. All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

6. Financial Covenants. Lender hereby waives that certain Event of Default resulting from Borrower’s failure to satisfy the Debt Service Coverage Ratio as set forth in Section 7.25 of the Loan Agreement for the calendar quarter ending December 31, 2014.

7. Reaffirmation of Guaranty. Guarantors hereby ratify and affirm the Guaranty and agree that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

8. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

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

(b) There is currently no Event of Default or Unmatured Default under the Note, the Mortgage or the other Loan Documents and Borrower does not know 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 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.

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(f) Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under 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.

9. 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.

10. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) 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.

(c) 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.

(d) 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.

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(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) 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.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

11. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

*[Remainder of page intentionally left blank; signature page follows]*



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

**BORROWER:**

NORTH SHORE RESIDENTIAL FUND I, LLC,  
A Delaware limited liability company

By: NSR Manager, LLC, a Delaware limited liability company, its manager

By: *David A. Sherman*  
Name: David A. Sherman  
Title: Manager

STATE OF ILLINOIS

COUNTY OF LAKE )  
~~LAKE~~ ) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David A. Sherman, the Manager of NSR Manager, LLC, a Delaware limited liability company, the Manager of North Shore Residential Fund I, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 30<sup>TH</sup> day of OCTOBER, 2015.

*Gregory N Brackens*  
NOTARY PUBLIC  
(SEAL)



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## GUARANTOR ACKNOWLEDGMENT


GUARANTOR:

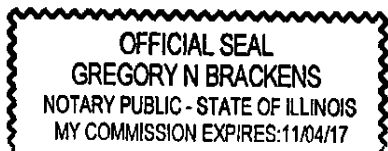
  
\_\_\_\_\_  
MARK J. PUTTERMAN, Individually

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 Mark J. Putterman, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2ND day of NOVEMBER, 2015.

  
\_\_\_\_\_  
Notary Public



My commission expires: 11/04/17



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## GUARANTOR ACKNOWLEDGMENT

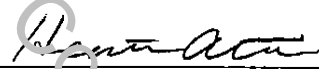
GUARANTOR:

  
\_\_\_\_\_  
PETER L. HOLSTEIN, Individually

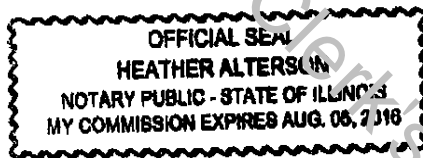
STATE OF Illinois )  
 ) ss  
COUNTY OF Will )

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

Given under my hand and official seal this 30 day of August, 2015.

  
\_\_\_\_\_  
Notary Public

My commission expires:



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## GUARANTOR ACKNOWLEDGMENT

**GUARANTOR:**

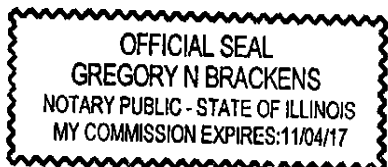
**DAVID A. SHERMAN LIVING TRUST**

By: *David A. Sherman*  
Name: DAVID A. SHERMAN  
Title: TRUSTEE

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 David A. Sherman, Trustee of the David A. Sherman Living Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this 30<sup>th</sup> day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30<sup>th</sup> day of OCTOBER, 2015.



*Gregory N Brackens*  
Notary Public


My commission expires: 11/04/17

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## GUARANTOR ACKNOWLEDGMENT

### GUARANTOR:

**DAVID AND SUSAN SHERMAN JOINT  
INVESTMENT TRUST**

By:   
Name: DAVID A. SHERMAN  
Title: CO-TRUSTEE


Property of Cook County Clerk's Office

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 David A. Sherman, Co-Trustee of the David and Susan Sherman Joint Investment Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of OCTOBER, 2015.



  
Notary Public  
My commission expires: 11/04/17

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: PIN 03-04-207-026

LOT 582 IN BUFFALO GROVE UNIT NO. 5, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2 ROBERTA COURT, BUFFALO GROVE, IL

PARCEL 2: PIN 16-32-213-018

LOT 37 IN BROOKSIDE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1955 AS DOCUMENT NUMBER 889022, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 956 BROOKSIDE LANE, DEERFIELD, IL

PARCEL 3: PIN 12-28-110-002

LOT 21 (EXCEPT THAT PART THEREOF WHICH LIES WESTERLY OF A LINE DRAWN 136 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY RIGHT OF WAY LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY CONVEYED AND EXCEPT 5 FEET THEREOF) IN BLOCK 2 IN CHARLES L. HARDER, JR. 'S SUBDIVISION OF LOTS 5, 6, 7, 8 AND "A" IN COBB AND HAMLIN'S SUBDIVISION AND PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 12, 1907 AS DOCUMENT 110500, IN BOOK "G" OF PLATS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1257 MCKINLEY ROAD, LAKE FOREST, IL

PARCEL 4: PIN 05-31-408-089

LOT 3 IN ARDWILL, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3115 HILL LANE, WILMETTE, IL

PARCEL 5: PIN 11-20-211-024

LOT 11 IN BLOCK 2 IN LIBERTYVILLE HIGHLANDS ESTATES, BEING A SUBDIVISION OF PART OF LOT "C" IN LIBERTYVILLE HIGHLANDS, A SUBDIVISION OF PARTS OF THE EAST 1/2 OF SECTION 20 AND THE WEST 1/2 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LIBERTYVILLE HIGHLANDS ESTATES, RECORDED APRIL 20, 1955 AS DOCUMENT 861855, IN BOOK 1333 OF RECORDS, PAGE 115, IN LAKE COUNTY, ILLINOIS.

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COMMONLY KNOWN AS: 533 DRAKE STREET, LIBERTYVILLE, IL

PARCEL 6: PIN 15-04-307-007

LOT 39 IN DEERPATH UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1974 AS DOCUMENT 1660327, IN BOOK 53 OF PLATS, PAGES 60, 61 AND 62, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 13 BEDFORD DRIVE, VERNON HILLS, IL

PARCEL 7: 15-04-303-049

LOT 85 IN DEERPATH UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 22, 1974 AS DOCUMENT 1660327, IN BOOK 53 OF PLATS, PAGES 60, 61, AND 62, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 210 KNOLLWOOD STREET, VERNON HILLS, IL

PARCEL 8: PIN 15-04-305-001

LOT 44 IN DEERPATH UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1976 AS DOCUMENT 1783318, IN BOOK 56 OF PLATS, PAGE 28, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 230 ABILENE LANE, VERNON HILLS, IL

PARCEL 9: 05-28-103-120

LOTS 56 AND 57 IN JAMES RICE BROWN'S ADDITION TO KENILWORTH, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 628 EXMOOR ROAD, KENILWORTH, IL

PARCEL 10: PIN 04-10-310-010

LOT 16 IN BLOCK 8 IN FIRST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1724 MAPLE AVENUE, NORTHBROOK, IL

PARCEL 11: 05-31-221-037

LOT 35 AND THE NORTH HALF OF LOT 34 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS ALL IN BLOCK 1 IN SECOND ADDITION TO WILMETTE LARAMIE SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN COUNTY

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CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RNGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 638 LACROSS AVENUE, WILMETTE, IL

PARCEL 12: 15-32-201-013

LOT 8 IN BLOCK 15 IN STRATHMORE IN BUFFALO GROVE UNIT NUMBER 8, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 18, 1968 AS DOCUMENT 1401385, IN BOOK 46 OF PLATS, PAGE 17, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 791 SHADY GROVE LANE, BUFFALO GROVE, IL

PARCEL 13: PIN 15-08-206-017

LOT 77 IN DEERPATH UNIT 10, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 1977 AS DOCUMENT 1827531, IN BOOK 60 OF PLATS, PAGE 6, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 18 MANCHESTER LANE, VERNON HILLS, IL

PARCEL 14: PIN 16-27-116-005

LOT 5 IN GEORGE F. NIXON AND CO'S HIGHLAND PARK GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 27 AND PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT 267070, IN BOOK "O" OF PLATS, PAGES 70 AND 71, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1355 ARBOR AVE., HIGHLAND PARK, IL

PARCEL 15: PIN 15-32-107-010

LOT 9 IN BLOCK 17 IN STRATHMORE IN BUFFALO GROVE, UNIT 9, IN SECTIONS 29 AND 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1969 AS DOCUMENT 144386, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 881 HOLLY STONE LANE, BUFFALO GROVE, IL

PARCEL 16: PIN 10-07-304-028

LOT 13 IN WESTRIDGE, BEING A SUBDIVISION OF THE EAST 674.30 FEET OF THE SOUTHWEST 1518.60 FEET OF THE NORTH 259.20 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF WAUKEGAN ROAD AS ORIGINALLY LAID OUT IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1761 HARRISON, GLENVIEW, IL

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PARCEL 19: PIN 15-29-408-006

LOT 6 IN BLOCK 14 IN STRATHMORE IN BUFFALO GROVE UNIT NO. 8, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1968 AS DOCUMENT 1401385, IN BOOK 46 OF PLATS, PAGE 17, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 890 SHADY GROVE LANE, BUFFALO GROVE, IL

PARCEL 20: PIN 11-22-309-003

LOT 23 VALLEY PARK SUBDIVISION UNIT NO. 1, IN PART OF SECTIONS 21 AND 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1959 AS DOCUMENT 1019737, IN BOOK 34 OF PLATS, PAGE 101, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 753 SEVENTH AVENUE, LIBERTYVILLE, IL



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## EXHIBIT "A-1"

### LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 17: PIN 16-32-211-001

LOT 1 IN BROOKSIDE, BEING A SUBDIVISION OF PART OF THE NORTH 709.50 FEET OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1955, AS DOCUMENT NUMBER 889022, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 558 MALLARD DRIVE, DEERFIELD, IL

PARCEL 18: PIN 16-32-217-001

LOT 81 IN BROOKSIDE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1955, AS DOCUMENT NUMBER 889022, IN BOOK 33 OF PLATS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1065 BROOKSIDE LANE, DEERFIELD, IL

PARCEL 21: PIN 16-32-108-025

LOT 16 IN DEERFIELD PARK UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1955, AS DOCUMENT NUMBER 883839, IN BOOK 1387 OF RECORDS, PAGE 159 IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 646 PINE STREET, DEERFIELD, IL

PARCEL 22: PIN 03-32-130-020-0000

LOT 7 IN BLOCK 9 IN ARLINGTON ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF LOT 12 (EXCEPT THE NORTH 2 2/12 CHAINS OF THE EAST 2.0 CHAINS THEREOF) IN SECTION 32, IN THE ASSESSOR'S DIVISIONS OF SECTIONS 29, 30, 31, AND 32, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 526 ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, IL

PARCEL 23: PIN 16-26-217-021

LOT 212 IN GEORGE F NIXON AND CO'S HIGHLAND PARK GARDENS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION AND PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925M AS

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DOCUMENT 267070, IN BOOK "O" OF PLATES, PAGES 70 AND 71, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1243 RIDGE DRIVE, HIGHLAND PARK, IL

PARCEL 24: PIN 09-35-325-022-0000; 09-35-325-021-0000

LOTS 16 AND 17, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING SAID LOTS 16 AND 17, IN BLOCK 5 IN THE HULBERT DEVONSHIRE TERRACE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 8432592, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1114 DEVON AVENUE, PARK RIDGE, IL

PARCEL 25: PIN 09-31-111-014-0000

LOT 153 IN FOREST GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 331 E. LAKE STREET, GLENVIEW, IL