

UNOFFICIAL COPY



1824045059

PREPARED BY AND UPON
RECORDATION RETURN TO:
Gould & Ratner LLP
222 N. LaSalle Street, Suite 800
Chicago, IL 60601
Attention: Joseph W. Marzo

Doc# 1824045059 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/28/2018 01:43 PM PG: 1 OF 12

The above space for recorder's use only.

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of August 24, 2018, by and among **FIRST FAMILY INVESTMENT, LLC**, an Illinois limited liability company, whose address is 2601 W. Peterson Ave., Chicago, IL 60659 as to an undivided twenty percent (20%) interest and **BAGASRA REAL ESTATE, LLC**, an Illinois limited liability company, whose address is 1701 E. Woodfield Road, Suite 327, Schaumburg, IL 60173 as to an undivided eighty percent (80%) interest, as tenants-in-common ("**Mortgagor**"), and **FIRST MIDWEST BANK**, an Illinois state chartered bank, its successors and assigns ("**Bank**"):

RECITALS:

- A. Pearlshire Schaumburg, LLC, an Illinois limited liability company ("**Pearlshire**") and Bank entered into that certain Term Loan Agreement dated as of March 29, 2018 (as amended to date, the "**Loan Agreement**"), pursuant to which Bank made a loan to Pearlshire in the original principal amount of \$14,000,000.00 (the "**Loan**").
- B. In connection with the Loan, Pearlshire executed, in addition to certain other security documents more specifically described in the Loan Agreement, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded in the Office of the Cook County Recorder of Deeds on April 2, 2018, as Document No. 1809 234059 (the "**Mortgage**"), against the Property (as defined in the Mortgage) which is legally described on Exhibit A attached hereto.
- C. Pearlshire has transferred all of its right, title and interest in the Property to Mortgagor. In addition, Pearlshire has assigned all of its rights under the Mortgage to Mortgagee, and Mortgagee assumed all of Pearlshire's obligations under the Mortgage, and Mortgagee consented to the same pursuant to that certain Assignment and Assumption of Mortgage dated as of the date hereof (the "**Assignment and Assumption**").

BK

UNOFFICIAL COPY

- D. After entering into the Assignment and Assumption, Mortgagor ground leased the Property to Pearlshire pursuant to that certain Ground Lease dated as of the date hereof (“**Ground Lease**”) by and between Mortgagor, as ground lessor, and Pearlshire, as ground tenant.
- E. Mortgagor and Bank now desire to amend the Mortgage as further set forth herein.
- F. Capitalized terms used herein without definition shall have the meanings given to them in the Loan Agreement, the Mortgage and the other Loan Documents, as the same have been amended to date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. **Confirmation of Grants of Security.** Mortgagor acknowledges and agrees that the conveyance of the Property by Pearlshire to Mortgagor was made subject to the Mortgage, and Mortgagor represents and warrants that the Mortgage remains a first priority lien and grant of a security interest in the Property in favor of Bank.

2. **Ground Lease.** Mortgagor acknowledges and agrees that Ground Lease was entered into subsequent to the grant of the Mortgage by Pearlshire, and subsequent to the entry into the Assignment and Assumption. Mortgagor acknowledges and agrees that the Ground Lease is a “Lease” as such term is defined in the Mortgage, and that pursuant to operation of Section 1.1 and Section 1.2 of the Mortgage, Mortgagor has irrevocably mortgaged, granted, bargained, sold, pledged, assigned, warranted, transferred and conveyed to Bank, and granted a security interest to Bank in the Ground Lease, and Mortgagor has absolutely and unconditionally assigned to Bank all of Mortgagor’s right, title and interest in and to the Ground Lease, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only.

3. **Amendments to the Mortgage.** The Mortgage is amended as follows:
- (a) Except as expressly set forth in this Amendment, all references to the “Borrower” in the Mortgage shall be deemed to refer to the Mortgagor.
- (b) The “CONDITIONS TO GRANT” section of the Mortgage following Section 1.5 is be deleted in its entirety and replaced by the following:

“CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Bank and its successors and assigns, forever;

PROVIDED, HOWEVER, this grant is made upon the express condition that, if Pearlshire Schaumburg, LLC, an Illinois limited liability company (“**Pearlshire**”) pays to Bank the Obligations (as hereinafter defined) at the time and in the manner provided in the Loan Documents, and performs the Obligations (as hereinafter defined) in the time and manner set forth in the Loan Documents and complies with each and every covenant and condition set forth herein and in

UNOFFICIAL COPY

the other Loan Documents, and Mortgagor complies with all of its obligations under this Mortgage, the estate hereby granted will cease, terminate and be void; provided, however, that Mortgagor's obligation to indemnify and hold harmless Bank pursuant to the provisions hereof will survive any such payment or release."

(c) Article 2 of the Mortgage is deleted in its entirety and replaced by the following:

"Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt which includes, but is not limited to, the obligations of Pearlshire to pay to Bank the principal and interest owing pursuant to the terms and conditions of the Note and the Loan Agreement.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

(a) the payment and performance of all other obligations of Mortgagor contained herein, including all fees and charges payable by Mortgagor;

(b) the payment and performance of each obligation of Pearlshire contained in the Loan Agreement and any other Loan Document, including all Swap Obligations and all fees and charges payable by Pearlshire therein; and

(c) the performance of each obligation of Pearlshire contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Pearlshire's obligations for the payment and performance of the Debt and the payment and performance of the Other Obligations will be referred to collectively herein as the "Obligations."

(d) Section 3.1 of the Mortgage is deleted in its entirety and replaced by the following:

"Section 3.1 PAYMENT OF OBLIGATIONS. Mortgagor will pay and perform all of its obligations at the time and in the manner provided in this Security Instrument."

(e) Section 3.2 of the Mortgage is deleted in its entirety and replaced by the following:

"Section 3.2 INCORPORATION BY REFERENCE. Intentionally omitted."

UNOFFICIAL COPY

(f) Section 6.2 of the Mortgage is deleted in its entirety and replaced by the following:

“Section 6.2 NO TRANSFER. Mortgagor may not sell, transfer, lease, convey or otherwise encumber the Land, the Equipment or the Improvements or the direct or indirect interests in any entity comprising all or a part of the Mortgagor.”

(g) Article 9 of the Mortgage is deleted in its entirety and replaced by the following:

“Article 9 – INDEMNIFICATION

Section 9.1 FEES AND EXPENSES. Mortgagor must pay all reasonable and documented third-party costs and expenses of Bank (other than fees and expenses relating to the flood zone certification and review thereof) in connection with the preparation, review and negotiation of this Security Agreement and the related documents and the making, of the Loan and the Loan Documents, including appraisal fees and the fees and expenses of Bank’s outside attorneys. Mortgagor agrees to pay and reimburse Bank upon demand for all expenses paid or incurred by Bank (including fees and expenses of outside legal counsel) in connection with the collection and enforcement of the Loan Documents, or any of them, or for Bank to respond to subpoenas from third parties in relation to the Loan. Mortgagor agrees to pay, and save Bank harmless from all liability for, any mortgage registration, mortgage recording, transfer, recording, stamp, like tax or other charge due to any governmental entity, which may be payable with respect to the execution or delivery of the Loan Documents. Mortgagor agrees to indemnify Bank harmless from any loss or expense which may arise or be created by the acceptance of telephonic or other instructions for making the Loan or disbursing the proceeds thereof except for losses or expenses caused by Bank, or the gross negligence or willful misconduct of Bank. The obligations of Mortgagor under this Section will survive termination of this Agreement.

Section 9.2 GENERAL INDEMNITIES. Mortgagor hereby agrees to indemnify, defend and hold harmless Bank and its Affiliates, directors, officers and employees, agents and advisors against all losses, claims, damages, penalties, judgments, liabilities and expenses (including all expenses of litigation or preparation therefor whether or not Bank or any Affiliate is a party thereto, settlement costs and outside attorney’s fees and expenses) (collectively, “Losses”) which any of them may pay or incur arising out of or relating to this Security Instrument, the other Loan Documents, the transactions contemplated hereby, any actual or alleged presence or release of Hazardous Substances on or from any property owned or operated by Mortgagor or any of its Subsidiaries, any environmental liability related in any way to Mortgagor or any of its Subsidiaries, or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Mortgagor or any of its Subsidiaries, or the

UNOFFICIAL COPY

direct or indirect application or proposed application of the Loan proceeds, except to the extent that such Losses are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification. Mortgagor also hereby agrees to indemnify, defend and hold Bank and its Affiliates, directors, officers and employees, agents and advisors harmless against any Losses which any of them may pay or incur arising out of or relating to any claim or claims made by any Person, including any broker or agent, that they are or may be entitled to a commission or other form of compensation in connection with the securing of or making of the Loan. The obligations of Mortgagor under this Section 9.2 will survive the termination of this Security Instrument.”

(h) Article 11 of the Mortgage is deleted in its entirety and replaced by the following:

“Article 11 – NOTICES

Section 11.1 All notices, demands, requests, consents, approvals or other communications (any of the foregoing, a “Notice”) required, permitted or desired to be given hereunder must be in writing and must be sent delivered by: (i) registered or certified mail, postage prepaid, return receipt requested, (ii) FedEx, UPS or another reputable overnight courier, or (iii) delivered by hand by commercial courier service, addressed to the party to be so notified at its address set forth below in Section 11.3, or to such other address as such party may hereafter specify in accordance with the provisions of this Article 11. Any Notice will be deemed to have been received: (A) 3 days after the date such Notice is mailed, (B) on the date of delivery by hand (or refusal to accept such delivery) if delivered during business hours on a Business Day (otherwise on the next Business Day), and/or (C) on the next Business Day if sent by an overnight commercial courier. Notices will be deemed effective if delivered by counsel to either party, as if given directly by such party.

Section 11.2 Any party may change the address to which any such Notice is to be delivered by furnishing 10 days prior written notice of such change to the other parties in accordance with the provisions of this Article 11. Notices will be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery.

UNOFFICIAL COPY

Section 11.3 The Bank's and Mortgagors addresses are as follows:

Bank:

Address:

First Midwest Bank, an Illinois state chartered bank
8750 W. Bryn Mawr, Suite 1300,
Chicago, IL 60631
Attn: Robert G. Farina, Senior Vice President

With a copy to:

Gould & Ratner LLP
222 N. LaSalle Street, Suite 800
Chicago, IL 60601
Attn: Joseph W. Marzo

Mortgagor:

FIRST FAMILY INVESTMENT, LLC
2601 W. Peterson Ave.
Chicago, IL 60659

and to

Bagasra Real Estate LCC
1701 E Woodfield, Ste 327
Schaumburg IL 60173

with a copy to
Charles Mack
1363 Shermer Road, Ste 327
Northbrook IL 60062
”

4. **Governing Law.** This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois (without regard to the conflicts of law provisions thereof).

5. **Ratification.** Except as expressly amended hereby, the Mortgage shall continue in full force and effect against the entirety of the Property, otherwise in accordance with the provisions thereof and Mortgagor hereby ratifies and re-affirms its obligations and the security interests granted thereunder. As used in the Mortgage, “hereinafter,” “hereto,” “hereof,” and words of similar import shall, unless the context otherwise requires, mean the Loan Agreement as amended to date. This Amendment is limited as specified and shall not constitute or be deemed to constitute an amendment, modification or waiver of any provision of the Mortgage

UNOFFICIAL COPY

except as expressly set forth herein. This Amendment shall constitute a Loan Document under the terms of the Loan Agreement.

6. **Severability**. To the extent any provision of this Amendment is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in any such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Amendment in any jurisdiction.

7. **Successors and Assigns**. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

8. **Construction**. The headings of the various sections and subsections of this Amendment have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof.

9. **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Amendment on the date first above written.

MORTGAGOR:

First Family Investment, LLC, an Illinois limited liability company, as to an undivided 20% interest

By: [Signature]
Name: MOHAMMAD KAMRAN
Its: SOLE MEMBER MANAGER

Bagasra Real Estate LLC, an Illinois limited liability company, as to an undivided 80% interest

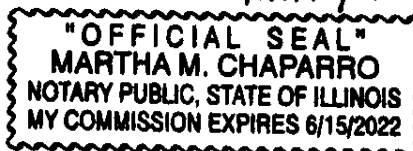
By: [Signature]
Name: FARRUKH BAGASRAWALA
Its: MANAGER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Farrukh Bagasrawala, as the sole member of Bagasra Real Estate LLC, an Illinois limited liability company, 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 signed and delivered the said instrument in his capacity of the sole member of as his free and voluntary act and deed and as the free and voluntary act and deed of the Assignor for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of August, 2018

Martha M. Chaparro
NOTARY PUBLIC



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Mohammad Karman, as the sole member of First Family Investment LLC., 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 signed and delivered the said instrument in his capacity of the sole member as his free and voluntary act and deed and as the free and voluntary act and deed of the Assignor for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of August, 2018

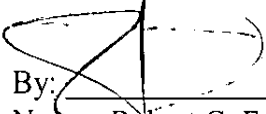
Martha M. Chaparro
 NOTARY PUBLIC



UNOFFICIAL COPY

BANK:

FIRST MIDWEST BANK, an Illinois state chartered bank

By: 

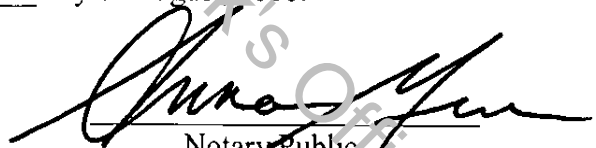
Name: Robert G. Farina

Its: Senior Vice President

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Robert G. Farina, the Senior Vice President of FIRST MIDWEST BANK, an Illinois state chartered bank, personally known 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/her capacity as Senior Vice President of FIRST MIDWEST BANK, an Illinois limited liability company as his free and voluntary act and deed of FIRST MIDWEST BANK, an Illinois state chartered bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of August, 2018.


 Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NUMBER 26374113, (LESS AND EXCEPT THAT PART TAKEN THROUGH CONDEMNATION CASE 89L50751 AND EXCEPT THAT PART OF THE LAND CONVEYED TO THE VILLAGE OF SCHAUMBURG FALLING IN MEACHAM ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ACCORDING TO FINAL JUDGMENT ORDER CONDEMNATION CASE NUMBER 89L50751 FILED NOVEMBER 14, 1995 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 39 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 4.57 FEET; THENCE SOUTHERLY 597.15 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13713.33 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 4 DEGREES 40 MINUTES 29 SECONDS WEST, 597.10 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 69 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 4.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ACCORDING TO FINAL JUDGMENT ORDER CONDEMNATION CASE NUMBER 89L50751; THENCE NORTH 5 DEGREES 12 MINUTES 24 SECONDS EAST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD, A DISTANCE OF 127.51 FEET (127.49 FEET, RECORDED); THENCE NORTHERLY 471.03 FEET (470.97 FEET, RECORDED) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 11529.16 FEET, THE CHORD OF SAID CURVE BEARS NORTH 4 DEGREES 26 MINUTES 52 SECONDS EAST, 471.00 FEET (470.93 FEET, RECORDED) TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT "3" OF DOCUMENT NUMBER 25406331.

PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDE WALKS" ON EXHIBIT "B" OF DOCUMENT NUMBER 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442125.

PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT "3" OF DOCUMENT NUMBER 25406331.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5, AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NUMBER 25342431, WITHIN THE AREAS

UNOFFICIAL COPY

MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 2 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NUMBER 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 2 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT "C" OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442125, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE PARKING OF MOTOR VEHICLES AND INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS TO AND FROM PARCEL 1 OVER THE OFFICE PARCEL PARKING AREA AS CREATED AND DEFINED IN THE PARKING EASEMENT AGREEMENT DATED NOVEMBER 11, 1995 AND RECORDED DECEMBER 29, 1995 AS DOCUMENT NUMBER 95908016 AND RE-RECORDED DECEMBER 6, 1996 AS DOCUMENT NUMBER 96926551 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 107177-00 AND QUEBEC STREET INVESTMENTS INC.

Property Address: 1939 N. Meacham Road, Schaumburg, IL

PIN#s: 07-01-101-007-0000; 07-12-101-022-0000

4847-0939-7616, v. 3