

THIS SECOND AMENDMENT is entered into this 9th day of August, 1989 by and between BEVERLY FARM FOUNDATION, a not-for-profit corporation (hereinafter referred to as "OWNER") and PHILIP I. MAPPA and COLIN A REGAN (hereinafter collectively referred to as "PURCHASER").

WITNESSETH:

WHEREAS, the parties hereto have entered into an Agreement dated August 12, 1987, as amended per Amendment dated March 29, 1988, whereby Owner agreed to sell and Purchaser agreed to purchase certain property consisting of approximately 8.4 acres and described with more particularity in said Agreement; and

WHEREAS, the parties hereto now desire to modify and amend said Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the sufficiency of which is hereby severally acknowledged, the parties hereto do hereby agree as follows:

1. Subparagraph (a) of paragraph 2 of the original Agreement, as amended, shall be further amended by adding the following language:
 "In the event Purchaser exercises an extension of time beyond September 30, 1989, as provided in paragraph 2(d) (as amended herein), the Purchase Price shall be increased by Forty Two Thousand and No/100 (\$42,000.00) Dollars (total Purchase Price \$892,000.00)."
 Subparagraph (d) of paragraph 2 of the original Agreement, as amended, shall be further amended by adding the following language:
 "Purchaser may extend the satisfaction date beyond September 30, 1989 as follows:

- 2(d)(1) An extension of twelve (12) months (until September 30, 1990) by the payment to the Owner of an additional sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars.
- 2(d)(2) An extension of six (6) months (until March 31, 1991) by the payment to the Owner of an additional sum of Fifty Thousand and No/100 (\$50,000.00) Dollars.
- 2(d)(3) An extension of six (6) months (until September 30, 1991) by the payment to the Owner of an additional sum of Fifty Thousand and No/100 (\$50,000.00) Dollars."

3. Except as otherwise herein specifically amended, the remaining terms and conditions of the initial Agreement, as amended March 29, 1988, remain in full force and effect.

SECOND AMENDMENT TO AGREEMENT

08A57497

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Property of Cook County Clerk's Office

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EXHIBIT "A"

Lot 3 in County Clerk's Division of unsubdivided land in the North West 1/4 and the West 1/2 of the North East 1/4 of Section 21, Township 41 North, Range 12, except that part of Lot 3 conveyed to Forest Preserve District by Deed recorded May 18, 1939 and also including that part of the West 1/2 of the North East 1/4 of Section 21 which lies between the East and West line of said Lot 3 extended South to the North line of Jordanek Subdivision of part of the West 1/2 of the North East 1/4 of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois (also except that part by Document No. 17041012);

vacant land at Route 12 (Land Road) and Dempster, Des Plaines.

PIN # 09-21-200-016-0000

RETURN TO:

Pitler and Mandell
230 West Monroe Street
Suite 2026
Chicago, Illinois 60606



89457497

UNOFFICIAL COPY

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IN WITNESS WHEREOF, this Second Amendment to Agreement has been executed by the parties hereto on the day and year first above written.

ATTEST:

OWNER:

BEVERLY FARM FOUNDATION
A not-for-profit corporation

Candy S. Mayhall
BY: *Assistant Secretary*

David R. Hillier
BY: DAVID R. HILLIER

PURCHASER:

Philip L. Mappa
PHILIP L. MAPPA

Colin A. Regan
COLIN A. REGAN

2008-09-08

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COOK COUNTY RECORDER

COOK COUNTY RECORDER

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Mail to

Peter J. Mandell
~~230~~ 230 W Monroe #226
Chicago IL 60606