

# UNOFFICIAL COPY

91017552

## FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT (this "Agreement"), dated as of the 1st day of January, 1991, is by and among Spectrum-Menard Limited Partnership, an Illinois limited partnership ("Beneficiary"), American National Bank and Trust Company of Chicago ("Mortgagor"), not personally but solely as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 (Beneficiary and Mortgagor hereinafter are referred to, collectively, as "Borrower"), William O. Brachman, Stephen E. Barron and Donald Gianone (collectively, the "Guarantors"), Spectrum-Menard Management Company, an Illinois corporation ("General Partner") and NBD Skokie Bank, N.A., a national banking association ("Lender").

91017552

### RECITALS:

A. In accordance with, and subject to the terms and conditions of, (1) a certain loan commitment dated September 7, 1989, as amended by a letter agreement dated September 22, 1989, and as further amended by letters dated October 25, 1989, November 30, 1989, December 13, 1989 and December 27, 1989, issued by Lender and accepted by Beneficiary (collectively, the "Commitment"), and (2) a certain Construction Loan Agreement dated as of January 30, 1990, by and among Beneficiary, Mortgagor and Lender (the "Loan Agreement"), Lender made a loan to Mortgagor in the original principal amount of \$1,500,000.00 (the "Loan"), which Loan is evidenced by a certain Note dated January 30, 1990, executed by Mortgagor payable to the order of Lender in the original principal sum of \$1,500,000.00 (the "Note"). Any capitalized term used herein and not otherwise defined herein shall have the corresponding meaning ascribed to such term in the Loan Agreement.

B. The payment and performance obligations under the Commitment, the Loan Agreement and the Note are secured and guaranteed, as the case may be, by, among other things, (1) a certain Junior Mortgage and Security Agreement dated as of January 30, 1990, made by Mortgagor in favor of Lender (the "Mortgage"), and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 90050095, (2) a certain Junior Assignment of Leases and Rents dated as of January 30, 1990, made by Mortgagor and Beneficiary, in favor of Lender, and recorded in the Recorder's Office as Document No. 90050096 (the "Assignment of Leases and Rents"), (3) a certain Junior Security Agreement dated as of January 30, 1990, by and between Beneficiary and Lender (the "Security Agreement"), (4) a certain UCC-2 Financing Statement, executed by Mortgagor in favor of Lender, and recorded in the Recorder's Office as Document No. 90050097, and a certain UCC-2 Financing Statement, executed by Beneficiary in favor of Lender, and recorded in the Recorder's Office as Document No. 90050098 (collectively, the "UCC-2 Financing Statements"), (5) a

91017552

Box 15

BOX 15 2519.001

NBD-1990-14 NUL

36.00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

certain UCC-1 Financing Statement, executed by Beneficiary in favor of Lender, and filed in the office of the Secretary of State of Illinois as Document No. 90050097 (the "UCC-1 Financing Statement"), (6) a certain Junior Collateral Assignment of Beneficial Interest in Land Trust dated as of January 30, 1990, made by Beneficiary to Lender (the "Collateral Assignment of Beneficial Interest"), (7) a certain Indemnity Agreement dated January 30, 1990, made by the Guarantors to and for the benefit of Lender (the "Indemnity Agreement"), (8) a certain Collateral Assignment of Permits dated as of January 30, 1990, made by Beneficiary to Lender (the "Collateral Assignment of Permits"), (9) a certain Collateral Assignment of Plans and Specifications dated as of January 30, 1990, made by Beneficiary to Lender (the "Collateral Assignment of Plans and Specifications"), (10) a certain Collateral Assignment of Construction Contract dated as of January 30, 1990, made by Beneficiary to Lender (the "Collateral Assignment of Construction Contract"), (11) a certain Collateral Assignment of Management Agreement and Agreement to Subordinate Property Management Liens dated as of January 30, 1990, made by Mortgagor, Beneficiary and General Partner, to and for the benefit of Lender, and recorded in the Recorder's Office as Document No. 90050097 (the "Collateral Assignment of Management Agreement"), (12) a certain Guaranty of Payment dated as of January 30, 1990, given by the Guarantors to Lender (the "Guaranty of Payment") and (13) a certain Guaranty of Completion dated as of January 30, 1990, given by the Guarantors to Lender (the "Guaranty of Completion"). A legal description of the real estate encumbered by the Mortgage is attached hereto as Exhibit A. All documents and instruments executed and delivered to Lender in connection with the Loan and any and all renewals, extensions, amendments and replacements thereof, including, without limitation, the Commitment, the Loan Agreement, the Note, the Mortgage, the Assignment of Leases and Rents, the Security Agreement, the UCC-2 Financing Statements, the UCC-1 Financing Statement, the Collateral Assignment of Beneficial Interest, the Indemnity Agreement, the Collateral Assignment of Permits, the Collateral Assignment of Plans and Specifications, the Collateral Assignment of Construction Contract, the Collateral Assignment of Management Agreement, the Guaranty of Payment and the Guaranty of Completion hereinafter are referred to, collectively, as the "Loan Instruments."

C. Subject to the terms and conditions hereinafter set forth, the parties hereto desire (1) to amend the terms of the Commitment, the Loan Agreement and the Note by (a) increasing the amount of the Loan by \$700,000.00 (the "New Amount") from \$1,500,000.00 to \$2,200,000.00, (b) changing the maturity date of the Loan from July 31, 1991 to the date which occurs on the two (2) -year anniversary of the date hereof and (c) amending and modifying the schedule for the repayment of the proceeds of the Loan as more particularly described herein, (2) to amend the terms of the Commitment and the Loan Agreement by converting the Additional Amount of \$300,000 to the Construction Portion of the Loan in order to make available proceeds of the Loan to pay for the costs of

90050097

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

constructing certain additional improvements at the Project (the "Additional Improvements"), (3) to make, wherever necessary, the corresponding changes to the Loan Instruments and (4) to cause the New Amount to be disbursed by Lender to Senior Lender, for the account of Borrower, in order to extinguish all outstanding indebtedness currently evidenced and secured by the Senior Mortgage.

D. In order to induce Lender to enter into this Agreement, Lender desires, among other things, that the Guarantors, certain of the partners of Beneficiary, reaffirm the Guaranty of Payment and the Guaranty of Completion.

## AGREEMENTS:

1. The foregoing recitals are hereby incorporated herein as if the same had been fully set forth herein.

2. Subject to the terms and conditions set forth in Paragraph 4 below, (a) Lender hereby agrees (i) to increase the Loan by the New Amount from \$1,500,000.00 to \$2,200,000.00 and to disburse the New Amount to Senior Lender, for the account of Borrower, in order to extinguish all outstanding indebtedness currently evidenced and secured by the Senior Mortgage, and (ii) to convert the Additional Amount of \$300,000 to the Construction Portion of the Loan in order to make available proceeds of the Loan to pay for the costs of constructing the Additional Improvements, and (b) the parties hereto hereby agree to amend and modify the Loan Instruments as follows:

(i) All references to the Additional Amount shall be deleted therefrom and Borrower shall no longer be entitled to such amount.

(ii) The Budget attached as Exhibit A to the Loan Agreement shall be deleted in its entirety and the budget for the Project attached hereto as Exhibit B shall be substituted in its place. After January 1, 1991, the Budget shall not include an interest reserve for the payment of debt service of the Loan.

(iii) The Construction Loan Escrow Agreement attached as Exhibit B to the Loan Agreement shall be deleted in its entirety and the construction loan escrow agreement among Lender, Borrower and the Title Company or its affiliate, as escrowee, in the form attached hereto as Exhibit C shall be substituted in its place.

(iv) The Construction Portion of the Loan shall be increased from \$1,200,000 to \$1,500,000.

9207552

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

(v) The Construction Schedule currently in effect shall be amended and modified to include the schedule for the construction of the Additional Improvements attached hereto as Exhibit D.

(vi) The Loan shall be amended and modified to be in the principal amount of \$2,200,000, rather than \$1,500,000, and shall consist of the Construction Portion and the New Amount.

(vii) Upon the payment of the New Amount to Senior Lender and the recordation of this Agreement in the Recorder's Office, the Mortgage shall no longer be a second lien on the Mortgaged Property, but rather shall be a first lien thereon in favor of Lender.

(viii) The Note shall be amended and modified (A) to be in the principal amount of \$2,200,000, rather than \$1,500,000, (B) to revise the repayment obligations set forth in Section 1.1 thereof to include a requirement that, from and after January 1, 1992, and on the first day of each calendar month occurring thereafter until the entire principal amount of the Note is paid in full, a monthly installment of principal amortized on a twenty-five (25) year basis and (C) to change the maturity date thereof from July 31, 1991 to the date which occurs on the two (2) -year anniversary of the date of this Agreement.

(ix) The Permitted Encumbrances currently in effect shall be amended and modified to be the liens, security interests, charges and encumbrances upon the Mortgaged Property shown on Exhibit E attached hereto.

(x) The Plans currently in effect shall be amended and modified to include the plans and specifications for the construction of the Additional Improvements described on Exhibit F attached hereto.

(xi) All references to Senior Lender and Senior Mortgage which appear anywhere in the Loan Instruments shall be deleted therefrom.

(xii) The opinion of Borrower's counsel previously delivered to Lender pursuant to subsection 3.2.16 of the Loan Agreement in the form attached thereto as Exhibit F shall be amended and modified to include the opinion of counsel to Borrower, Guarantors and General Partner covering the matters recited in Exhibit G attached hereto and such other matters as Lender may request.

(xiii) Section 3.4 of the Loan Agreement shall be deleted in its entirety.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

(xiv) Section 4.1 of the Loan Agreement shall be amended and modified to require that Borrower substantially complete the construction of the Additional Improvements in accordance with the construction schedule attached hereto as Exhibit D.

3. The Guarantors hereby reaffirm all of their respective covenants, agreements, duties, liabilities, obligations and responsibilities under the Guaranty of Payment and the Guaranty of Completion. The foregoing reaffirmation is not intended to establish a course of dealing with respect to the necessity of such reaffirmation or to amend or modify in any manner the terms of the Guaranty of Payment or the Guaranty of Completion. Except as expressly amended and modified hereby, the terms and provisions of the Guaranty of Payment and the Guaranty of Completion are unmodified and shall remain in full force and effect in accordance with their respective original terms.

4. As a condition precedent to (a) the execution and delivery of this Agreement by Lender, (b) the increase of the Loan by the New Amount from \$1,500,000 to \$2,200,000, (c) the conversion of the Additional Amount of \$300,000 to the Construction Portion of the Loan, (d) the disbursement of the New Amount to Senior Lender, for the account of Borrower, in order to extinguish all outstanding indebtedness evidenced and secured by the Senior Mortgage and (e) the consent by Lender to the amendment and modification of the Loan Instruments in accordance with the terms hereof, Beneficiary hereby agrees to execute and/or deliver, as applicable, to Lender the following, all of which shall be in form and substance satisfactory to Lender in its sole discretion:

- (i) this Agreement;
- (ii) a certified copy of the budget attached hereto as Exhibit B;
- (iii) a fully executed counterpart of the construction loan escrow agreement attached hereto as Exhibit C;
- (iv) a certified copy of the construction schedule attached hereto as Exhibit D;
- (v) a certified copy of the plans described on Exhibit E attached hereto;
- (vi) an endorsement to the Title Policy, incorporating the transactions contemplated by this Agreement;
- (vii) a certificate from Beneficiary confirming (A) compliance with laws and zoning; (B) possession of permits, licenses and approvals; (C) availability of

92017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

utilities; (D) adequacy of easements; and (E) such other items as are necessary in order to operate the Project;

(viii) a current certificate of insurance covering the items described in subsection 3.2.15 of the Loan Agreement;

(ix) certified copies of updated financial statements with respect to Beneficiary and the Guarantors, including cash flow schedules for the Project and any other projects in which Beneficiary or any of the Guarantors has an interest;

(x) an amendment to the certificate issued by the architect for the Project upon the original disbursement of proceeds of the Loan in order to include the transactions contemplated by this Agreement;

(xi) approval of Lender's engineer of all items set forth in subsection 3.2.7 and Article VI of the Loan Agreement with respect to the plans and specifications for the Additional Improvements and the contracts and subcontracts for, and construction of, the Additional Improvements;

(xii) a certified copy of the letter of direction requesting Mortgagor to execute the documentation required in order to consummate the transactions contemplated by this Agreement;

(xiii) a certified copy of the land trust agreement creating Mortgagor, including a release of the senior collateral assignment of beneficial in land trust previously made by Beneficiary to Senior Lender;

(xiv) a certified copy of the agreement of limited partnership creating Beneficiary;

(xv) a certified copy of the Certificate of Limited Partnership of Beneficiary;

(xvi) a certified copy of the Articles of Incorporation creating General Partner;

(xvii) a certified copy of the By-Laws of General Partner;

(xviii) a certified copy of the resolutions of General Partner authorizing the transactions contemplated by this Agreement;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(xix) Certificates of Good Standing from the Secretary of State of Illinois for Beneficiary and General Partner;

(xx) an Incumbency Certificate of General Partner;

(xxi) a current, certified rent roll for the Project;

(xxii) certified copies of all leases affecting the Project;

(xxiii) a payoff letter from Senior Lender evidencing the outstanding amount of the indebtedness evidenced and secured by the Senior Mortgage;

(xxiv) a pay proceeds letter from Mortgagor authorizing the payment of the New Amount by Lender to Beneficiary;

(xxv) a disbursement request from Beneficiary to Lender requesting the payment of the New Amount to Senior Lender, for the account of Borrower;

(xxvi) Uniform Commercial Code, tax, lien and judgment searches of Beneficiary, Mortgagor, the Guarantors and General Partner;

(xxvii) a certificate from Beneficiary confirming compliance with the conditions set forth in Section 3.1 of the Loan Agreement as of the date of closing of the transactions contemplated by this Agreement;

(xxviii) a tenant estoppel certificate from Sullivan Delivery and Warehousing, Inc. ("Tenant"), the only tenant of the Project;

(xxix) a subordination, non-disturbance and attornment agreement from Tenant in recordable form;

(xxx) a release of the Senior Mortgage in recordable form;

(xxxi) UCC-3 termination statements from Senior Lender terminating the interest of Senior Lender in any personal and real property of Beneficiary and Mortgagor;

(xxxii) approval by Lender of the proposed lease for space at the Project to be entered into between Mortgagor, as landlord, and Iron Mountain/Pacific Records Management, Inc. ("Iron Mountain"), as tenant;

(xxxiii) payment of all fees and expenses incurred by Lender in connection with the transactions contemplated by this Agreement; and

01017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

(xxxiv) an opinion of counsel to Borrower, the Guarantors and General Partner covering the matters recited in Exhibit G attached hereto and such other matters as Lender may request.

5. The Loan Instruments are hereby amended and modified to conform in all respects to the terms of this Agreement.

6. To the extent there is any inconsistency between the terms and provisions of this Agreement and the terms and provisions of any of the Loan Instruments, the terms and provisions of this Agreement shall govern and take precedence over the terms and provisions of the Loan Instruments, and the Loan Instruments are hereby amended in such respects as are necessary in order to accomplish the foregoing.

7. Except as expressly amended and modified hereby, all of the terms and provisions of the Loan Instruments are hereby ratified and confirmed and shall remain in full force and effect in accordance with their respective original terms.

8. Notwithstanding anything to the contrary contained herein or in any of the Loan Instruments, from and after the date hereof, the Loan Instruments shall be deemed to include all of the terms and provisions of this Agreement.

9. This Agreement is executed by American National Bank and Trust Company of Chicago, not in its individual capacity, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is expressly understood and agreed that nothing contained herein or in the Loan Instruments shall be construed as creating any liability on American National Bank and Trust Company of Chicago, in its individual capacity, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability in its individual capacity, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder. So far as Mortgagor and its successors and American National Bank and Trust Company of Chicago personally are concerned, the legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, or the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of any Guarantors of said indebtedness, or action against the Beneficiary arising out of a breach of one or more of the other Loan Instruments to which the Beneficiary is a party or by the exercise of any remedy available under any of the other Loan Instruments.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

## BENEFICIARY:

SPECTRUM-MENARD LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: SPECTRUM-MENARD MANAGEMENT  
COMPANY, an Illinois corporation

By \_\_\_\_\_

Its \_\_\_\_\_

## MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee as aforesaid

By \_\_\_\_\_

Its \_\_\_\_\_

## GUARANTORS:

William O. Brachman  
WILLIAM O. BRACHMAN

Stephen E. Barron  
STEPHEN E. BARRON

Donald Gianome  
DONALD GIANOME

## LENDER:

NBD SKOKIE BANK, N.A., a national  
banking association

By \_\_\_\_\_

Its \_\_\_\_\_

## GENERAL PARTNER:

SPECTRUM-MENARD MANAGEMENT COMPANY,  
an Illinois corporation

By \_\_\_\_\_

Its \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Craig S. Arnson, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street, Suite 3900  
Chicago, Illinois 60603

91017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF Ill. )  
COUNTY OF Cook ) SS

I, \_\_\_\_\_, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of January, 1991.

[Signature]  
Notary Public

My Commission Expires:  
\_\_\_\_\_



92017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT William O. Brachman, 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 \_\_\_\_\_ day of January, 1991

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

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL  
Linda M. Anderson  
Notary Public, State of Illinois  
My Commission Expires 2/23/02

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office





UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXHIBIT "A"

## Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park in said Section 17.

## Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park in said Section 17.

## Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

P.L.N. # : 16-17-400-014 and 16-17-413-023

Street Address of Property: 905 S. Menard, Chicago, Illinois

11017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT B

Budget

*Incidentally omitted*

Property of Cook County Clerk's Office

94017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT C

Construction Loan Escrow Agreement

I personally On 0-2-78

Property of Cook County Clerk's Office

02017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT D

Construction Schedule for the Additional Improvements

Immunally Owned

Property of Cook County Clerk's Office

44017552



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT E

### Permitted Encumbrances

These encumbrances set forth in  
Schedule B to the 1991 Insurance  
Company of California Title policy dated  
January 31, 1990, and Schedules B-I  
and B-II to the Insurance to such  
Title policy dated January 30, 1991

Property of Cook County Clerk's Office

92017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT F

Plans and Specifications for the Additional Improvements

*Indemnity* *Contract*

Property of Cook County Clerk's Office

91017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT G

Opinion of Borrower's Counsel

Property of Cook County Clerk's Office

92017552

UNOFFICIAL COPY

Property of Cook County Clerk's Office