

# UNOFFICIAL COPY

CNBC/ARMON.001/002793/rq/DAS

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## MODIFICATION AGREEMENT

THIS MODIFICATION of Term Note (hereinafter referred to as the "Modification Agreement") made as of this 1st day of August, 1993, by and between ARMON, INC., a Delaware corporation (the "Borrower"), THEODORE A. PASQUESI and BRIAN K. MORAN, as Trustees under Trust Agreement dated September 14, 1984, LASALLE NATIONAL TRUST N.A., not individually, but as Trustee under Trust Agreement dated March 28, 1969 and known as Trust No. 10-15781-08, OWEN A. MORAN and JEAN B. MORAN (hereinafter collectively referred to as the "Mortgagors"), and COLUMBIA NATIONAL BANK OF CHICAGO ("Lender").

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### W I T N E S S E T H :

WHEREAS, Borrower has executed and delivered to Lender that certain term note dated as of March 1, 1993 in the original principal amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars (the "Note"), which Note is secured by:

- (i) a mortgage of even date therewith, made by Theodore A. Pasquesi and Brian K. Moran as trustees under agreement dated September 14, 1984 and Jean B. Moran, to Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 93186207 on property commonly known as 15 Woodley Drive, Winnetka, Illinois and legally described on Exhibit "A" attached hereto;
  - (ii) a Junior Mortgage and Security Agreement of even date therewith, made by LaSalle National Trust N.A., not individually but as Trustee under Trust Agreement dated March 28, 1969, and known as Trust No. 10-15781-08, to Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 93186205 and legally described on Exhibit "B" attached hereto;
  - (iii) a mortgage of even date therewith, made by Owen A. Moran and Jean B. Moran to Lender and recorded in the Allegan County Records, Michigan in Liber 1402, Page 116 and legally described on Exhibit "C" attached hereto
- (the foregoing mortgages are hereinafter collectively referred to as the "Mortgages");
- (iv) a loan agreement of even date therewith between Borrower and Lender; and
  - (v) a security agreement and hypothecation agreement of even date therewith made by Owen A. Moran pledging shares of stock in NBD Bancorp, Inc. in favor of the Lender.

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The foregoing documents are hereinafter collectively referred to as the "Loan Documents".

WHEREAS, concurrent with the execution of the Note by Borrower, Borrower also executed and delivered to Lender a Revolving Credit Note dated as of March 1, 1993 in the original principal amount of One Million Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00), a Term Note dated as of March 1, 1993 in the original principal amount of Three Hundred Ninety Five Thousand Seven Hundred Ninety Nine and 96/100 Dollars (\$395,799.96) and a Demand Note dated as of March 1, 1993 in the original principal amount of One Million Seventy Five Thousand and 00/100 Dollars (\$1,075,000.00) (the Note and the foregoing Revolving Credit Note, Term Note and Demand Note are hereinafter collectively referred to as the "Notes"); and

WHEREAS, the Notes were jointly and severally guaranteed by Owen A. Moran, F.E. Moran, Inc., an Illinois corporation; F.E. Moran, Inc., Special Hazard Systems, a Delaware corporation; F.E. Moran, Inc., Fire Protection, an Illinois corporation; Thermodyne Mechanical Services, Incorporated, an Illinois corporation; Moran Travel, Inc., an Illinois corporation; Manor Investments, Inc., a Delaware corporation; Roman Enterprises, Inc., a Delaware corporation; and Manor Lodge, Inc., an Illinois corporation (hereinafter collectively referred to as the "Guarantors") pursuant to guarantees each dated as of March 1, 1993 (collectively the "Guarantees"); and

WHEREAS, Borrower and Guarantors have requested that Lender (a) loan Borrower the additional principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and increase the amount of the Note from Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to One Million and 00/100 Dollars (\$1,000,000.00) to evidence such additional borrowing, and (b) extend the maturity date of the Note to April 1, 1994; and

WHEREAS, as a condition precedent to said additional borrowing by Borrower and an extension of the maturity date of the Note, Borrower, Guarantors and Mortgagors are required to execute and deliver this Modification Agreement to Lender; and

WHEREAS, Lender is willing to make said additional loan to Borrower and extend the maturity date of the Note as aforesaid, subject to receipt of this Modification Agreement fully executed by the Borrower, Guarantors and Mortgagors.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of Mortgages held by Lender is a valid and subsisting lien and the premises that they encumber respectively, and that the execution of this Modification Agreement will not impair the lien of said Mortgages, IT IS AGREED AS FOLLOWS:

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1. The parties represent and agree that the foregoing recitals are true and correct.

2. The Note is hereby amended and modified by deletion of the amount "Five Hundred Thousand and 00/100 (\$500,000.00) Dollars" as it appears in each instance and replacement thereof of the amount "One Million and 00/100 (\$1,000,000.00) Dollars".

The Note is further amended by deletion of the date "August 1, 1993" in the first paragraph thereof, and substitution thereof of the date "April 1, 1994". The Note is further modified by deletion of the date "July 1, 1993" as it appears in paragraph 2A of the Note and substitution therefor of the date "March 1, 1994".

3. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended.

4. Paragraph B on the first page of each Guarantee is hereby deleted in its entirety and replaced by the following paragraph:

Term note dated the date hereof, in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) as increased to One Million and 00/100 dollars (\$1,000,000.00) pursuant to Modification Agreement between Borrower and Lender dated as of August 1, 1993, bearing interest at the rate specified therein, due in the manner as provided therein and in any event on the first day of April, 1994, payable to the order of the Lender, the terms and provisions of which note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length;

5. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. The Note, Loan Documents and Guarantees are in full force and effect and are binding and enforceable against the undersigned in accordance with their respective terms. The undersigned irrevocably consent and agree to the Lender's increase in the principal amount of the Note from Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to One Million and 00/100 Dollars (\$1,000,000.00) and to Lender's extension of the maturity date of the Note to April 1, 1994, and further covenant and agree that their liability to the Lender under the Note, Loan Documents and Guarantees shall in no way be affected, modified, altered, or discharged in any fashion by said Note increase or time extension.

6. The premises described in the Notes and Loan Documents shall remain in all events subject to the lien, charge or encumbrance of the Notes and Loan Documents, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing

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done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Notes or the Loan Documents, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note and/or Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

7. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

8. The Borrower, Guarantors and Mortgagors hereby ratify and confirm their respective obligations and liabilities under the Notes, Loan Documents and Guarantees, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of the Borrower, Guarantors and Mortgagors under the Notes, Loan Documents and Guarantees, so amended.

9. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

10. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

11. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

12. This Modification Agreement is executed by LaSalle National Trust N.A., not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

ARMON, INC.,  
a Delaware corporation

By: [Signature]

Attest: [Signature]

[Signature]  
THEODORE A. PASQUESI, Trustee

[Signature]  
BRIAN K. MORAN, Trustee

LASALLE NATIONAL TRUST N.A.,  
not personally, but solely as  
Trustee aforesaid

Attest: Nancy A. Stack

By: [Signature]  
Vice President

[Signature]  
JEAN B. MORAN, Individually

[Signature]  
OWEN A. MORAN, Individually

F. E. MORAN, INC.,  
an Illinois corporation

Attest: [Signature]

By: [Signature]

F. E. MORAN, INC., SPECIAL HAZARD  
SYSTEMS, a Delaware corporation

Attest: [Signature]

By: [Signature]

# UNOFFICIAL COPY

F.E. MORAN, INC., FIRE PROTECTION,  
an Illinois corporation

Attest: [Signature] By: [Signature]

THERMODYNE MECHANICAL SERVICES,  
INCORPORATED, an Illinois corporation

Attest: [Signature] By: [Signature]  
V.P.

MORAN TRAVEL, INC.,  
an Illinois corporation

Attest: [Signature] By: [Signature]

MANOR INVESTMENTS, INC.,  
a Delaware corporation

Attest: [Signature] By: [Signature]

ROMAN ENTERPRISES, INC.,  
a Delaware corporation

Attest: [Signature] By: [Signature]

MANOR LODGE, INC.,  
an Illinois corporation

Attest: [Signature] By: [Signature]

COLUMBIA NATIONAL BANK OF CHICAGO

Attest: [Signature] By: [Signature]

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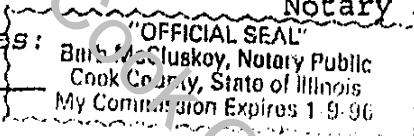
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Owen A. Moran personally known to me as President of ARMON, INC., a Delaware corporation, and Richard Adamson, secretary of said corporation, and 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 as such President and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of August, 1993.

Burt McCluskey  
Notary Public

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



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK LAKE )

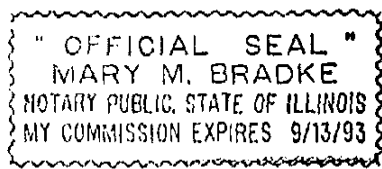
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT THEODORE A. PASQUESI, as Trustee under Trust Agreement dated September 14, 1984, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 30<sup>th</sup> day of August, 1993.

Mary M. Bradke  
Notary Public

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

9-13-93



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# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BRIAN K. MORAN, as Trustee under Trust Agreement dated September 14, 1984, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 30th day of August, 1993.

[Signature]  
Notary Public

My Commission Expires: OFFICIAL SEAL  
Earl McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-8-96

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek personally known to me as Vice President of LASALLE NATIONAL TRUST N.A., as Trustee under Trust No. 10-15781-08, an Illinois corporation, and NANCY A STACK ASST secretary of said corporation, and 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 as such Vice President and ASST secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

[Signature]  
Notary Public

My Commission Expires:

"OFFICIAL SEAL"  
Harriet Denison  
Notary Public, State of Illinois  
My Commission Expires Oct. 30, 1995

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STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT OWEN E. MORAN personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 30th day of August, 1993.

*Barb McCluskey*  
Notary Public

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

OFFICIAL SEAL  
Barb McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JEAN B. MORAN personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 30th day of August, 1993.

*Barb McCluskey*  
Notary Public

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

OFFICIAL SEAL  
Barb McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Maloni, the President of F.E. MORAN, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of August, 1993.

Barb McCluskey  
Notary Public

My Commission Expires: "OFFICIAL SEAL"  
Barb McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that John Puder, the President of F.E. MORAN, INC., SPECIAL HAZARD SYSTEMS, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of August, 1993.

Barb McCluskey  
Notary Public

My Commission Expires: "OFFICIAL SEAL"  
Barb McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

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Property of Cook County Clerk's Office

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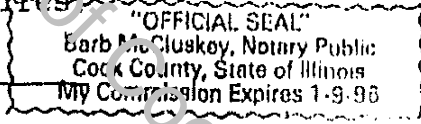
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian Moran - the President of F.E. MORAN, INC., FIRE PROTECTION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barb McCluskey  
Notary Public

My Commission Expires:



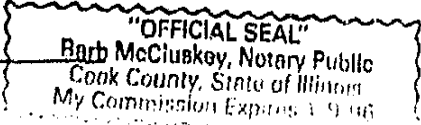
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Maloni - the Vice President of THERMODYNE MECHANICAL SERVICES, INCORPORATED, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barb McCluskey  
Notary Public

My Commission Expires:



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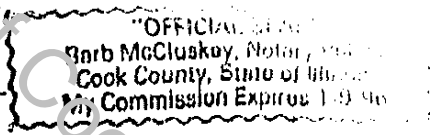
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Owen A. Moran - Moran, the President of MORAN TRAVEL, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barb McCluskey  
Notary Public

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



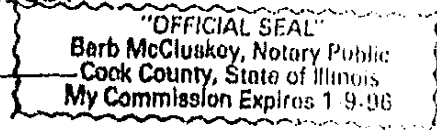
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Owen A. Moran - Moran, the President of MANOR INVESTMENTS, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barb McCluskey  
Notary Public

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



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Owen A. Moran, the President of ROMAN ENTERPRISES, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barb McCluskey  
Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Barb McCluskey, a Notary Public in and for the County and State aforesaid, do hereby certify that Owen A. Moran, the President of MANOR LODGE, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

My Commission Expires:

"OFFICIAL SEAL"  
Barb McCluskey, Notary Public  
Cook County, State of Illinois  
My Commission Expires 1-9-96

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11/15/2011 10:10:11 AM

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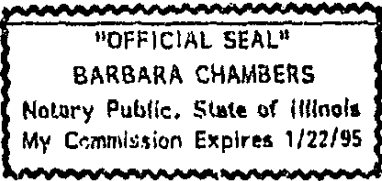
STATE OF ILLINOIS    )  
                                  )    SS  
COUNTY OF COOK        )

I, The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald H. Fiedma and Mark Spahr, respectively, the vice President and Asst Secretary of Columbia National Bank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such vice President and Asst Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Asst Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 1993.

Barbara Chambers  
Notary Public

My Commission Expires:



Notary Public, State of Illinois  
Clerk's Office



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## EXHIBIT "A"

LOT 1 IN NERGARD'S SUBDIVISION OF THE WEST 1/2 SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 865.7 FEET AND NORTH OF THE NORTH LINE OF SAID LOT 1, EXCEPTING HOWEVER FROM ALL OF SAID PREMISES (THAT PART LYING EAST OF A LINE 830 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29; AND ALSO EXCEPTING THAT PART OF LOT 1 IN NERGARD'S SUBDIVISION OF AND THE AFORESAID DESCRIBED 24 FOOT STRIP LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE; BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 865.7 FEET, 252.8 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, RUNNING THENCE SOUTHWESTERLY IN A CURVED LINE OF 174.21 FOOT RADIUS CONVEX SOUTHEASTERLY, 113.92 FEET MEASURED ALONG THE CHORD, TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY IN A CURVED LINE OF 955 FOOT RADIUS, CONVEX SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED CURVED LINE AT THE POINT OF COMPOUND CURVE, 243.95 FEET MEASURED ALONG THE CHORD, TO A POINT IN THE WEST LINE OF SAID LOT 1 OF NERGARD'S SUBDIVISION SAID POINT BEING 219.85 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1 ALL IN COOK COUNTY, ILLINOIS.

PIN: 05-29-101-015-000

COMMON ADDRESS: 15 Woodley Drive  
Winnetka, Illinois 60093

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## EXHIBIT "B"

### PARCEL 1:

LOTS 6 (EXCEPT THE NORTH 112 FEET), 7 AND 8 IN GLENBROOK INDUSTRIAL PARK UNIT 2 BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 600 FEET THEREOF) AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE 100 FEET WEST OF THE CENTER LINE OF THE MOST WESTERLY TRACT OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE NORTH 60.0 FEET OF GLENBROOK INDUSTRIAL PARK UNIT NO. 3, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15 AND NORTH 132 FEET OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 50 FEET WEST OF THE MOST WESTERLY TRACT OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILWAY, RECORDED PER DOCUMENT 21851970 LYING EAST OF THE EAST LINES OF CARLSON DRIVE AND WEST OF THE EAST LINE OF GLENBROOK INDUSTRIAL PARK UNIT NO. 2 RECORDED AS DOCUMENT 20667145 EXTENDED SOUTHERLY TO THE SAID SOUTH LINE OF THE NORTH 60.0 FEET, ALL IN COOK COUNTY, ILLINOIS.

PIN: 04-15-301-012-0000

COMMON ADDRESS: 2265 Carlson Drive  
Northbrook, Illinois

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## EXHIBIT "C"

Beginning at a point found by commencing in the center of North Shore Drive 1284.50 feet South and 1248.25 feet West of the East Quarter Post of Section 35, Town 1 North, Range 17 West, Casco Township, Allegan County, Michigan; thence South 21°19'40" West along the center of North Shore Drive, 235.00 feet to the place of beginning of this description; thence South 21°19'40" West along the center of North Shore Drive, 23.40 feet thence North 89°49'00" West, (previously deeded as West), 351.09 feet; thence North 23°00'00" East, 1.50 feet; thence North 80°51'30" West, 46.08 feet; thence North 77°55'00" West, 32.93 feet; thence North 72°12'00" West, 105.0 feet; thence North 89°49'00" West to Lake Michigan; thence Northerly along Lake Michigan to a point North 68°55'00" West of the place of beginning; thence South 68°55'00" East to the place of beginning. Together with an easement for ingress and egress and public utilities over a strip of land described as beginning at a point found by commencing in the center of North Shore Drive 1284.50 feet South and 1248.25 feet West of the East Quarter Post of Section 35, Town 1 North, Range 17 West; thence South 21°19'40" West along the center of North Shore Drive, 215.00 feet to the place of beginning of this description; thence North 68°55' West, 158.75 feet; thence South 81°08' West, 40.07 feet; thence South 68°55' East, 30.05 feet; thence North 81°08'00" East, 10.00 feet; thence South 68°55'00" East, 154.67 feet to the center of North Shore Drive; thence North 21°19'40" East on said center, 15.00 feet to the place of beginning.

AND

Beginning at a point found by commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 89 Degrees 56'15" West on the South line of the Section, 1773.00 feet to the center of North Shore Drive; thence North 21 Degrees 09'35" East (previously deeded as Northeasterly) on said center, 945.61 feet to the place of beginning of this description; thence continuing North 21 Degrees 09'35" East along the center of North Shore Drive, 118.39 feet; thence North 70 Degrees 31'00" West, 284.33 feet; thence North 89 Degrees 49'00" West (previously Deeded as West), 47.16 feet to a point of an intermediate traverse line along Lake Michigan; thence South 24 Degrees 05'15" West on said traverse line 107.12 feet; thence South 71 Degrees 12'25" East (previously Deeded as South 71 Degrees East), 334.00 feet to the place of beginning. Together with all land, if any, lying between the North and South lines extended Westerly to Lake Michigan from said intermediate traverse line.

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Property of Cook County Clerk's Office

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING, RETURN TO:

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