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AGREEMENT OF MODIFICATION AND EXTENSION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS AGREEMENT OF MODIFICATION AND EXTENSION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is made as of the 27th day of July, 1993 by and among (i) RAFFERTY PROPERTIES, an Illinois general partnership (said partnership being herein referred to as "Borrower"), (ii) CHICAGO KENWORTH, INC. an Illinois corporation, GEORGE R. RAFFERTY and CAROL S. RAFFERTY (said persons and corporation being herein collectively referred to as "Guarantors") and (iii) \SSOCIATES COMMERCIAL CORPORATION, a Delaware corporation maintaining an office at One Mid-America Plaza, 83rd & 22nd Street, Suite 400, P. O. Box 7170, Oak Brook Terrace, Illinois 60181 (said corporation together with its successors and assigns, including each and every holder from time to time of the "Note" (as hereinafter defined) being hereinafter referred to as the "Lender")

RECITALS:

- A. Borrower made, executed and issued a Promissory Note dated July 27, 1988 (the 'Note") in the principal sum of Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000.00) in favor of Lender.
- B. The Note is secured by that certain Mortgage dated July 27, 1988 and recorded August 13, 1988 in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 88347108 (the "Mortgage") made by Borrower in favor of Lender, mortgaging and conveying, and granting a security interest in, the property situated in Cook County, Illinois, and more particularly described on Exhibit A attached hereto and made a part of this Agreement and commonly known as 2200 West 159th Street, Markham, Illinois (the "Mortgage Property").
- The Note is further secured by (i) a Guaranty Agreement (the "Guaranty"), dated as of July 27, 1988, executed by the Guarantors in favor of the Lender, (ii) a Security Agreement (the "Security Agreement") made by Borrower in favor of Lender pledging and granting a security interest in certain leases and personal property owned by Borrower, and (iii) the other documents and instruments described in Exhibit B attached hereto and made a part hereof (the "Other Loan Documents"), the Guaranty, the Security Agreement and the Other Loan Documents are herein collectively referred to as the "Security Documents".
- Borrower has requested Lender, and Lender is willing, to further extend the maturity date of Note and to further modify the terms of the Note, the Mortgage and the Security Documents subject

Instrument prepared by: Mail to:

130x 315

Patrick E. Brady Ross & Hardies 150 N. Michigan, Suite 2500 Chicago, IL 60601





to and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Lender by Borrower and Guarantors, it is agreed as follows:

- 1. The "Date of Maturity" (as such term is set forth in the Note) is hereby extended from to July 27, 1993 to July 27, 1998 and the term date of maturity as used in the Note, the Mortgage and the Security Documents shall refer to the date of maturity as extended herein.
- 2. The outstanding loan balance shall bear interest from and after July 27, 1993 at nine percent (9%) per annum rather than ten and three quarters percent (10.75%) per annum. All interest due pursuant to the Note shall be due and payable in accordance with the terms and conditions of the Note.
- 3. All payments of principal and interest due under the Note shall be due and payable or the twenty-seventh (27th) day of each and every month up to and until the Date of Maturity. The monthly payment of principal and interest shall be \$4,712.89.
- 4. (a) Borrower hereby regresents and warrants to, and covenants with Lender that:
 - (i) The balance of the principal sum unpaid under the Note as of the date hereof is the sum of Two Hundred Twenty Seven Thousand Thirty-Six and 22/100 Dollars (\$227,036.22);
 - (ii) All interest under the Note has been paid to July 27, 1993;
 - (iii) At the date hereof, the "Loan Documents" (as such term is herein defined) are in full force and effect, Borrower is not in default in the payment of any sums, charges or obligations under the Loan Documents or in the payment or performance of any covenants, agreements or conditions of Borrower contained in the Loan Documents;
 - (iv) At the date hereof, neither Borrower nor Guarantors has any right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Loan Documents;

- (v) At the date hereof, the Guaranty is in full force and effect and Guarantors have no right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Guaranty;
- (vi) Lender is not in default in the performance or observance of any of its covenants, agreements and obligations under the Loan Documents;
- (vii) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or movernmental authority or agency) pending or threatened against Borrower, Guarantors or the Mortouge Property (or to the knowledge of Borrower or Guarantors, any basis for any such action, suit or proceeding), which if adversely determined, might individually, or in the aggregate, materially adversely:
 - (1) impair the ability of Borrower or Guarantors to pay or perform their respective obligations under the Loan Documents and the Guaranty; or
 - (2) affect the Mortgage Property, or the use, manner of use, or operation thereof;
- (viii) There is no presently known fact which affects, or may affect in the future (so far as Borrower or Guarantors can foresee), materially and adversely the condition (financial or other) of Borrower or Guarantors, the operation, use or manner of use of the Mortgage Property or the ability of Borrower or Guarantors to pay or perform their respective obligations under the Loan Documents and the Guaranty; and
- (ix) Neither the Loan Documents, the Guaranty nor any other document or written materials delivered or made, and no other communication made, to Lender or any employee or agent of Lender contains any untrue statement of a material fact or fails to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which such statement was made.
- (b) The representations and covenants of Borrower and the representations, warranties and covenants of Guarantors made in

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subparagraph 4(a) hereof are, as of the date hereof, and shall be, at all times, true and correct in all material respects, and are and shall be of continuing force and effect until all indebtedness and obligations of Borrower under the Loan Documents have been fully and finally paid and performed.

- 5. (a) The Note, the Mortgage and the Security Documents, together with this Agreement and all other amendments, modifications and supplements to any or all of the aforementioned documents, are herein sometimes collectively referred to as the "Loan Documents".
- (b) All the terms, covenants, agreements, conditions, representations, warranties and provisions contained in each of the Loan Documents are adopted and incorporated into all of the other Loan Documents to the same full extent and with the same binding force and effect as if all the terms, covenants, agreements, conditions, representations, warranties and provisions of each of the Loan Documents were stated in full in all of the other Loan Documents, it being the intent that each of the Loan Documents complements and supplements the others to the fullest extent necessary or required to protect, preserve and confirm all the rights, benefits, privileges, powers and remedies of Lender and under the Loan Documents.
- (c) Any breach or viciation by Borrower or Guarantors of any of the covenants, agreements, conditions, representations and warranties of Borrower or Guarantors, respectively, under this Agreement shall constitute and be a dafault under the Note, the Mortgage, the Security Agreement and the Security Documents and shall entitle Lender, at the election of Lender, to exercise any and all rights, powers and remedies available to Lender under the Loan Documents and the Guaranty.
- (d) Except as herein expressly modified, all the Loan Documents and the terms and provisions thereof are hereby reaffirmed and ratified and remain in full force and effect, and unchanged, in all respects.
- 6. Guarantors, as guarantor under the Guaranty hereby acknowledge and consent to the modifications of the Loan Documents as herein provided and, in consideration of the modification of the terms of the Note, hereby agree that:
- (a) The modification to the Note, the Mortgage and the Security Documents as herein provided does not and shall not in any way limit, prejudice or impair the obligations of Guarantors, as guarantor, under the Guaranty, or the rights, powers, privileges, benefits and remedies of Lender under the Guaranty;
- (b) The Guaranty and all the provisions thereof are hereby reaffirmed and ratified and remain in full force and effect;

- (c) The Guaranty, when made, constituted and, at the date hereof, continues to constitute a valid and binding obligation of Guarantors, as guarantors, to pay unconditionally and absolutely the entire amount of the loan evidenced by the Note which obligation is enforceable in accordance with the terms and conditions of the Note; and
- (d) Guarantors hereby waive all errors and imperfections, if any, in the Guaranty and all defenses, if any, on account thereof in case of any subsequent action to enforce the Guaranty.
- 7. Borrower hereby personally agrees to pay all costs and expenses, including, without limitation, title and recording charges and fees, reasonable attorneys' fees and expenses, and other fees and charges incurred, suffered or sustained by Lender in connection with the negotiation, execution and delivery of this Agreement.
- 8. Lender hereby represents to Borrower that Lender is, at the date hereof, the absolute and exclusive owner of the Note and, as such, has full power and authority to enter into, and is bound by, this Agreement.
- 9. Notwithstanding any prior act of Lender or any procedure established by Lender with regard to the loan evidenced by the Note and secured by the Loan Documents, Borrower and Guarantors both acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Note and the Loan Documents nor has Lender waived any of the duties or colligations of Borrower and Guarantors thereunder. No waiver by Lender of any covenant or condition under the Note or the Loan Documents shall be deemed a waiver of any subsequent breach of the same or any other covenant or condition. No covenant, term or condition of the Note or the Loan Documents shall be deemed waived by Lender unless waived in writing.
- 10. (a) Time is of the essence with respect to the payment, performance and observance of each and every covenant, egreement, condition, representation, warranty and obligation of Borrower and Guarantors under the Loan Documents and of Guarantors under the Guaranty.
- (b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- (c) None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.

- (d) This Agreement contains the whole agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
- (e) This Agreement shall extend to, be obligatory upon and inure to the benefit of the respective successors and assigns of Borrower, Guarantors and Lender.
- (f) The recitals to this Agreement are hereby incorporated into and made a part of this Agreement, and shall constitute covenants, representations and warranties of Borrower which shall be binding upon and enforceable against Borrower.
- This Agreement has been executed by Borrower and Guarantors in the State of Illinois and, together with all the Loan Documents, shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Lender, Borrower and Guarantors have caused this Agreement to be executed the day and year first above written.

formerly known as Jane Elizabeth Rafferty

BORROWER:	
RAFFERTY PROPERTIES, an Illinois general partnership	
By: Serge R. Rafferty	Extens who aller
George R. Rafferty	Ann Leslie Allen formerly known as Ann Leslie Rafferty
By: Carol S. Rafferty	By: alice Abigail Refferty Ut
By: Mk.har William 7 if http:// Michael William Rafferty	By: Michael William Reflectly as
By: <u>Jane Circusth Flac (Marry</u> Jane Elizabeth MacAdam,	custodian for Thomas Jason Rafferty under the Uniform Gift to Minor's Act

LENDER:

ASSOCIATES COMMERCIAL CORPORATION, a Delaware corporation

By:__ Namo:_ Title:_

Carol S. Rafferty

County Clerk's Office CHICAGO KENWORTH, INC., can Illinois corporation

George R. Rafferty

President

LENDER:

ASSOCIATES COMMERCIAL CORPORATION, a Delaware corporation

GUARANTORS:

George R. Refferty

Carol S. Rafferty

an Coot County Clarts Office CHICAGO KENWORTH, INC. an Illinois corporation

George R. Rafferty President

STATE OF [1]	linois))	SS:		
D Flanigan corporation, subscribed to before me the delivers of the as the free	leen I. Mitton State aforesai , ASSOCIATES and known to r o the foregoing i his day in pers a said instrument and voluntary action set forth.	COMMERCIAL me to be the instrument as son and ackno t ashiso	CORPORATION, same person such Branch Mana bwledged that wn free and vo	a Delaware whose name in the signed and luntary act and
Given u July	OFFICIAL SEAL* FATHERS (CANETON ASSET)	n	60. K.	27th day of
My Commission	My Commission Expirer 2-1	17-95	Coltago Public	93°46

COUNTY OF COOK)) SS:				
County and State afor Preside corporation, and known subscribed to the foregoes before me this day in delivered the said instruction free and voluntary actions set forth.	person as ument as h	nd acknowle his own free	dged that and volum	he signed hary act an	and and as
Given under my h		P	10 (1)	· / -	of
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My Commission Expires:	<u></u>	Notar	PATRICIA B NOTARY PUBLIC, MY COMMISSION	AL SEAL " CHRISTENSEN STATE OF ILLINOIS ON EXP: 12/18/94	
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COUNTY OF COURTY OF SS:	
and Carol S. Rafferty, personally whose names are subscribed to the me this day in person, and acknowledivered the said instrument as tuses and purposes therein set fort	
Given under my hand and 1993.	Notarial Seal this 27 day of
O _F	Notary Public
My Commission Expires: Lac 1994	OFFICIAL SEAL "
	PATRICIA B CHRISTENSEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXP: 12/18/94
	gʻsi qe 375

COUNTY OF Cort.) SS.
the County and State aforesaid, DO HEREBY CERTIFY, that (2004 to 1. fatherty personally known to me to be the partnership, and Canal S Kaliver, personally known to me to be the partnership, and personally known to me to be the present partnership, 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 severally acknowledged that as such and delivered the foregoing instrument pursuant to authority given by the said partnership as their free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.
Given under my hand and official seal, this 27 day of
OFFICIAL SEAL NOTARY Public PATRICIA B CHRISTENSEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXP: 12/18/94 My Commission expires War 1774.
Solving Stability of the stability of th

STATE OF QC() COUNTY OF C
the County and State aforesaid, DO HEREBY CERTIFY, that personally known to me to be the personally known to me to be the partnership, and place of Rollery personally known to me to be the same 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 severally acknowledged that as such and the foregoing instrument pursuant to authority given by the said partnership as their free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth. Given under my mend and official seal, this 27 day of the uses and purposes therein set forth.
OFFICIAL SEAL NOTARY Public PATRICIA B CHRISTENSEN NOTARY PUBLIC, STATE OF ILLINOIS MY, COMMISSION EXP. 12/18/94 My Commission expires 6. 19. 19.

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STATE OF Du) SS.
COUNTY OF Cook)
I, Director B ('Mericon', a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mark Private Mark Private Private Private
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STATE OF > SS.
COUNTY OF Cook
I, Fairing B (HEISIAMIA, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that personally known to me to be the partnership, and Also, personally known to
me to be the cushdian to a Thinks Jasum of said partnership, 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 severally acknowledged that as such and cosider , they signed
and costodian, they signed and delivered the foregoing instrument pursuant to authority given by the said partnership as their free and voluntary act, and as the free and voluntary act and deed of said partnership,
for the uses and purposes therein set forth.
Given under my hard and official seal, this 7 cx day of
Paffery under the Un, form and official seal, this -1 day of
Pet- B Chatener
PATRICIA B CHRISTENSEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXP: 12/18/94 My Commission expiration.

COOK COUNTY RECORDER
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PARCEL 1:

LOTE 1 AND 2 IN SLOCK 4 IN WILLIAM A. BARTLETT'S TRANSPORTATION PARK FIRST ADDITION, REING A SUBDIVISION OF LOTS 1, 2, 3, 4 AND 6 TO 18 INCLUSIVE (EXCEPT THE EAST 73 FERT OF THE SOUTH 123 FERT OF LOT 13 AND EXCEPT THE WEST 73 FERT OF THE EAST 100 FERT OF THE SOUTH 123 FERT OF LOT 15) IN MC INTORN'S DIXIE RIGHMAY ADDITION, REING A SUBDIVISION OF PART OF THE SOUTH 40 ACKES LYING WEST OF VINCEDOES ROAD, IN THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOMMENTS 34 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND SEING IN PART OF LOT 1 IN MARCHAM PROPERTIES, BEING A SUSDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 34 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT TEXARD PECCARDED APRIL 11, 1949 AS DOCUMENT MEMBER 20408304 SOUNDED AND DESCRIBED AS FOLLOWS:

BEDINNING AT THE MORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF FOR A DISTANCE OF 96 FEET; THENCE EAST OF A LINE FARALLEL WITH THE MORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE EAST ON A LINE FARALLEL WITH THE MORTH LINE OF SAID LOT 1, A DISTANCE OF 120 FEET; THENCE EAST ON A LINE FARALLEL WITH THE MORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE BOUTH ON A LINE FARALLEL WITH THE MORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE BOUTH ON A LINE FARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 115 JUST, THENCE SOUTH ON A LINE FARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 115 JUST, THENCE SOUTH ON A LINE FARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 100 FEET; THENCE OF 130 FEET; THENCE THENCE MORTH ON A LINE FARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE FARALLEL WITH THE SOUTH LINE OF LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE FARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THEN E RAST ON SAID SOUTH LINE A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THEN E RAST ON SAID SOUTH LINE A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE WEST WAS DISTANCE OF 100.23 FEET; THENCE CONTOUR A DISTANCE OF 100.25 FEET; THENCE CONTOUR ON THE MORTH LINE OF SAID LOT 1; THENCE CONTOUR SECUNDARY OF LOT 1 IN SAID SUBDIVISION) MORTH A DISTANCE OF 100.25 FEET; THENCE CONTOUR OF SAID LOT 1; THENCE COT 101.65 FEET; THENCE CONTOUR OF SAID LOT 1 THE MORTH LINE OF SAID LOT 1; THENCE COT 101.65 FEET; THENCE COT 100.25 FEET; THEN

ALL OF LOT 1 IN HARDIAN PROPERTIES, BEING A SUBJULIZION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNER,P. 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING YOUNG PLAY THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NAMER 2006/364, SYSPET THAT PORTION OF SAID LOT 1 SOUNDED AND DESCRIBED AS FOLLOWS.

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LTING AND BEING IN PART OF LOT 1 IN HARCHAN PROPERTIES, BEING A SUBDIVISIO. OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNS!!! 74 NORTH, RANGE 14 EAST OF THE TRIBED PRINCIPAL MERIDIAN, ACCORDING TO ANY PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT MIRRER 20808304, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MORTH WEST CORDER OF SAID LOT 1 AND EURNING THENCE SOUTH ON THE WEST LINE THEREOY, FOR A DISTANCE OF 4673.74 FEET TO A CORDER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 55.45 FEET TO A CORDER OF SAID LOT 1; A DISTANCE OF 55.45 FEET TO A CORDER OF SAID LOT 1; THENCE SOUTH ALONG A WESTERLY LINE OF SAID LOT 1; A DISTANCE OF 124 FEET TO THE MOST SOUTHERLY SOUTH LINE OF SAID LOT 1; A DISTANCE OF 253.55 FEET TO A POINT; THENCE MORTH ON A LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 451.53 FEET TO A FOINT; THENCE MORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; A DISTANCE OF 451.53 FEET TO A FOINT; THENCE EAST ON A LINE FARALLEL WITH THE MORTH LINE OF SAID LOT 1; A DISTANCE OF 451.53 FEET TO THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 451.53 FEET TO THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 451.53 FEET TO THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 451.53 FEET TO THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 40 FEET; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 40 FEET; THENCE EAST ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; A DISTANCE OF 40 FEET; THENCE EAST ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 100 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES SEING ALONG THE EASTERLY BOURDARY OF LOT 1 IN SAID SUBDIVISION) MORTH A DISTANCE OF 100.25 FEET; THENCE EAST (A DISTANCE OF 241.60 FEET; THENCE MOST LATER, A DISTANCE OF 175 FEET; THENCE OF 241.60 FEET; THENCE WEST ON A LINE PARALLEL WITH THE MOST EASTERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 103.02 FEET; THENCE WEST ON A LINE PARALLEL WITH THE MOST EASTERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 100.02 FEET TO THE MORTH LINE OF SAID LOT 1; A DISTANCE OF 175 FEET TO THE MORTH LINE OF SAID LOT 1; A DISTANCE OF 100.02 FEET TO THE MORTH LINE O

Mortgage Property - Commonly known as 2200West 159th Street, Markham, Illinois

P.I.N.

29-18-326-009 29-18-326-027 29-18-326-038

Office

EXHIBIT B

OTHER LOAN DOCUMENTS

- 1. Assignment of Rents dated July 27, 1988, assigning, for collateral purposes, all of the leases in respect of the Mortgage Property.
- 2. UCC Financing Statement (UCC-1) in respect of the leases described in the Assignment of Rents above and personal property.
- 3. Guaranty with Chicago Kenworth, Inc. ("CKI"), George R. Rafferty and Carol S. Rafferty as Guarantors.
- 4. Five Assignments of Lessor's Interest in Real Estate Lease dated July 27, 1939, and for each of the five leases on the Mortgage Property.
- 5. Security Agreement made by Borrower.
- 6. Affidavit made by Rorrower.
- 7. Financial Statement Aftidavit made by Borrower.
- 8. Letter regarding limitations on Gifts to Children made by George R. Rafferty and Carol S. Rafferty
- 9. Security Agreement made by CKI.
- 10. Financial Statement Affidavit dated July 27, 1988 regarding CKI made by George Rafferty.
- 11. Tenant Estoppel, Subordination and Attornment Agreement dated July 27, 1988 made by CKI and Lender.
- 12. Certificate of Partnership Resolution.

Any term herein used but not defined shall have the same meaning as assigned to such term in the instrument to which this Exhibit is attached.

Signature.