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This Instrument was prepared by and when recorded, please return to:

COOK COUNTY, ILLINOIS FILED FUR RECOAD 1994 AUG 10 AN II- 17

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NBD BANK

Real Estate Construction Group 513 E. Central Avenue Highland Park, Illinois 60035

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COOK COUNTY RECORDER

FIRST MODIFICATION AGREEMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

RE: Loan #8563297-0016557

THIS FIRST MODIFICATION AGREEMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS ("Agreement") is made and effective as of July 19, 1994, between NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally, but as Trustee under Trust Agreement dated July 11, 1988, and known as Trust No. 2637-EG (the "Borrower"), and NBD Bank, Successor by Merger to NBD Lighland Park Bank, N.A., having its principal office at 211 South Wheaton Avenue, Wheaton, illinois 60187, its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, the Bank has loaned to the Borrover the sum of \$5,000,000.00 (the "Loan"), as evidenced by a Mortgage Note dated March 1, 1994, made by the Borrower and payable to the Bank (the "Note") which has an outstanding principal balance as of the effective date hereof of \$2,530,109.77; and

WHEREAS, in addition to the Mortgage Note, the Borrower has executed or caused to be executed and delivered to the Bank certain other documents which provide for, secure repayment of, or otherwise relate to, the Loan, including but not limited to a certain Mortgage dated March 1, 1994, which Mortgage was duly recorded on May 25, 1994 as Document No. 94471031 in Cook County, Illinois, and Mortgage dated March 1, 1994, which Mortgage was duly recorded on May 26, 1994 as Document No. R94-119440 in Du Page Courty, Illinois * ("Mortgage") constituting a lien upon the property legally described upon Exhibit A together with all improvements thereon ("Premises") (all documents collectively referred to as the "Loan Documents"); and AND MORTGAGE RE-RECORDED AS DOC

WHEREAS, for convenience, the signator of the Mortgage or instrument in the nature of a mortgage is referred to as "Mortgagor"; and

WHEREAS, certain obligations in the Loan Documents are guaranteed as hereinafter identified ("Guaranty"); and

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WHEREAS, under the terms of the Loan Documents the Loan is due and payable in full on January 31, 1995 ("Maturity Date"); and

WHEREAS, the Borrower and any Guarantor and the Bank wish to enter into this Agreement in order to amend the terms of the Loan, the Mortgage and other Loan Documents as provided herein and to set forth certain additional agreements as also provided herein;

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Incorporation of Recitals. The above and foregoing recitals are incorporated into and made a part of this Agreement.
- Revolving Mortgage. The Mortgage secures any indebtedness evidenced by the Mortgage Note existing at the date hereof and any indebtedness represented by future advances from Mortgagee to Mortgagor whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date hereof, provided however, that although the amount of indebtedness that may be secured by this Mortgage may increase or decrease from time to time, the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of FIVE MILLION (\$5,000,000.00) DOLLARS plus interest thereon and any disbursements made for the payment of taxes, special assessments, insurance on the Premises, or such other items deemed reasonably necessary by Mortgagee to be made to protect the lien hereof, together with interest at the Default Interest Rate specified in the Mortgage on any such disbursements.
- 3. Modification of Mortgage. It is specifically (greed that the Mortgage is hereby amended and modified effective as of the date of its original recording to provide for the addition of the following 7N731 Wood Dale Road, Elk Grove Village, Illinois 60007 (more specifically detailed on Exhibit B), as well as the following:

"Nothing herein to the contrary withstanding, this Mortgage has been given, in part, to secure (i) the payment when and as due and payable of the principal sum of and interest on the Note, (ii) the payment of all other indebtedness which this Mortgage secures pursuant to its terms or which is payable under the terms of the Note, (iii) any debt of the mortgagor to the mortgagee and any debt of any guarantor to the mortgagee, (iv) the performance and observance of the covenants and agreements contained in and the payment of all obligations and liabilities of the mortgagor under this Mortgage, the Note and the other Loan Documents, and (v) any extensions, refinancings, renewals, modifications, replacements or amendments of any of the foregoing matters in (i), (ii), (iii) and/or (iv), and the Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto the mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof together with

WHEREAN, under the torns of the Loan Occament the Loan is due and psychile in full on January 31, 1995 "Vanuary Load" and

NOW. HIPER FORE is considerable from the promises the coverants and agreeness between community and other who and solution consideration, the receipt and sufficiency of which are hereby accepted by agree as follows:

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all improvements thereon ("Premises") and all of the mortgagor's estate, right, title, and interest therein."

- 4. Compliance. The Borrower and the Premises shall at all times until the Loan and all other amounts secured by the Mortgage have been paid in full, and until all of the Mortgage covenants have satisfied in full, all to the Bank's satisfactions, comply and be in compliance with all the laws, Statutes, Ordinances, Orders, rules, and/or Regulations of the United States, the State of Illinois, and any political subdivision thereof and any agency, department, commission board, bureau or instrumentality or any other state or quasi-governmental agency or body having jurisdiction over the Borrower or the Premises.
- 5. Notice of Default. The giving of any notice, or the granting of any right to cure any breach of the terms, provisions or obligations under any of the Loan Documents, to the extent expressly partitled under the Loan Documents, if at all, shall not be a condition precedent to the existence of a default; such default shall exist as of the date of such breach or violation of any term, provision or obligation under any of the Loan Documents, regardless if any required notice is given.

- 6. Event of Default. Nothing herein or in any Loan Document to the contrary, any breach or default of any term, condition, representation, warranty or covenant of this Agreement shall constitute and be construed as an event of default under any other Loan Document shall constitute and be construed as an event of default under this Agreement. It shall constitute an Event of Default under this Agreement if any default occurs under any instrument or document now or hereafter evidencing, securing or otherwise relating to any unit or obligation of the Borrower or any Guarantor to the Bank.
 - 7. Terms. Upon the effective date hereof, the terms of the Loan shall be as follows:
- a. Commencing on August 1, 1994 and continuing on the 1st day of each month thereafter payments of interest only, calculated on the outstanding principal balance at the rate of one-half (1/2%) percent per annum in excess of the Prime Rate of NBD Bank in effect from time to time, adjusted daily for the remaining term of this loan, computed on the basis of a year consisting of 360 days and charged for the actual number of days elapsed within the period for which interest is being charged with a default rate of the Prime Rate plus 3.00% percent. The term "Prime Rate", as used herein, will mean at any time the Prime Rate of the Bank as announced from time to time by the Bank at its main office. It is expressly agreed that the use of the term "Prime Rate" is not intended to nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by the Bank to its most credit worthy customers. Final payment of all outstanding principal and accrued interest, if not sooner paid, will be due and payable on January 31, 1995. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID.

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- 6. Prest of Default. Nothing invene of income Document to the contrary, any breath of an action to the contrary representation, contains and the contrary bear Document; shall consume and to construct as an event of decrease upon index outhout own y bear Document; and the occurrence of the construct of the index of the occurrence of the construct of the consument shall consument shall consument of be consumed by constitute and then of Document of the constitute of the beautiful or other decimal of the decrease of the constitute of the land.

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- i. No Prepayment Premium. The Borrower may at any time prepay the principal obligation under this Loan, in whole or in part, without premium or penalty provided that the Loan continues to float with Prime and the Mortgage covenants are not in default. Any and all prepayments shall be applied to installments of principal in their inverse order of maturity.
- ii. Late Charges. The Bank may impose for any month in which the monthly payment is received more than fifteen (15) days after its due date, a late charge of five percent (5%) of the amount of the monthly payment due.
- notice, appropriate and apply toward the payment of the principal obligation under this Loan, whether due or not, any moneys, credits or other property belonging, individually or collectively, to the Borrower and Guarantor, as hereinafter defined, in the possession or under the control of the Bank as well as any indebtedness (whether then due or not then due) of the Bank to the Borrower Cuarantor however created or arising, including, but without limitation to, any and all balances, credits, deposits, accounts, or moneys of the Borrower/Guarantor, and the Bank is hereby given a first or prior lien upon such moneys, credits, indebtedness and other property; and the Bank may exercise none or any one or more of the foregoing options.
- iv. Loan Expenses. The Borrower hereby requests and authorizes the Bank to make advances for payment and reimbursement of all charges, costs and expenses incurred by the Bank in connection with this Agreement, including but not limited to (i) any points, loan fees, service charges or other fees due to the Bank in connection with this Agreement; (ii) all title examination, survey, environmental audit expense, escrow, filing, search, recording, registration and release of documents fees and charges; all documentary stamp and other taxes and charges imposed by law on the issuance or recording of any of this Agreement; all appraisal fees; all title, casualty, liability, payment, performance or other insurance or bond premiums; and all fees and disbursements of all professionals, including legal counsel engaged by the Bank in connection with this Agreement.
- v. No Interest Payable on Reserve or Escrow Accounts. No interest shall be paid by the Bank for the benefit of the Borrower, Mortgagor or any Guaranter upon any funds deposited with and held by the Bank for real estate taxes and assessments, insurance, or for any other Reserve or Escrow Accounts which the Bank shall require.
- 8. Current Representations And Warranties. To induce the Bank to enter into this Agreement, the Borrower. Mortgagor and/or Guarantor hereby represents and warrants to the Bank as follows:
- a. Financial Statements. The most recent financial statements provided to the Bank fairly present the financial condition at the date thereof and the results of operations of the Premises for the period(s) covered thereby.

1. No Prepayarem. The Isometer Premium. The Isomower may at any time prepay the principal obtinguous color time I come in whole or in part, wherein premium or penalty gravinged that the I can continue to 1950 with Prime and the Mongace corresponses are not no definite. Assumed all compayments and be applied to invalingues of principal in their inverse ander of

- ii. Fated harpes. The Bank may bupose for any menth in which the monthly payanent is received more (and little to 13) days after his due data, a lake charge of five precing (43) of the charge of five precing (43) of the charge of five previous date.
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- b. No Default. No default or event of default under the Note or the Loan Documents has occurred and is continuing, and no event has occurred and is continuing that, with the giving of notice or passage of time or both, would constitute such a default or event of default.
- c. Continued Accuracy. Each and every representation and warranty made by the Borrower, Mortgagor and/or Guarantor in favor of the Bank in connection with the Loan remains accurate in all respects, subject only to changes expressly permitted by the Bank.
- 9. Reaffirmation. To the extent any term(s) or condition(s) in the Note or any of the Loan Dreaments shall contradict or be in conflict with the amended terms of the Loan as set forth herein, such terms and conditions are hereby deemed modified and amended accordingly, upon the effective date hereof, to reflect the terms of the Loan as so amended herein. All terms of the Note and the Loan Documents, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Bank. Upon the effective date hereof, the Borrower herein restates, ratifies and reaffirms each and every term and condition set forth in the Note and the Loan Documents as amended herein.
- 10. Certification. To tu ther induce the Bank to enter into this Agreement the Borrower/Beneficiary is delivering to the Bank contemporaneously herewith a certificate of the Borrower/Beneficiaries as to the resolutions of the Borrower/Beneficiaries approving this Agreement and the incumbency and signatures of the Borrower/Beneficiary signing this Agreement.
- Absence of Claim. To further induce the Benk to enter into this Agreement, the Borrower hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower as against the Bank with respect to the Borrower's obligations to the Bank.
- Waivers. To the extent permitted by applicable law, the Borrower, Mortgagor and any Guarantor shall not and will not apply for or avail themselves of any appraisement, valuation, redemption, stay, extension, or exemption laws or any so called "inoratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. The Borrower, Mortgagoc and any Guarantor, for themselves and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Borrower, Mortgagor and any Guarantor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Borrower, Mortgagor and any Guarantor, the trust estate, if any and all persons beneficially interested therein, if any, and each and every person acquiring any interest in or title to the Premises described herein subsequent to the date of this Agreement, and on behalf of all other persons to the extent permitted by law. THE BORROWER, MORTGAGOR AND ANY GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY

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APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THE MORTGAGE, THE NOTE, ANY OTHER OF THE LOAN DOCUMENTS OR THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

13. Environmental And Financial Covenants. To further induce the Bank to enter into this Agreement, in addition to the covenants and agreements of the Borrower set forth in the Note and the other Loan Documents, the Borrower and any Guarantor agree with the Bank as follows:

Hazardous Material Regulations Compliance.

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Representations and Warranties. The Borrower and any Guarantor represent to the Bank that:

Neither the Borrower nor any Guarantor has used Hazardous Materials (as defined below), on, from or affecting any property given as security to the Bank for repayment of the Loan (hereinafter the 'Premises') in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Borrower's and any Guarantor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials;

Neither the Borrower nor any Guarantor has ever received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, sto age treatment, transportation, manufacture, refinement, handling, production or disposal of riz rardous Materials at the Premises and, to the best of the Borrower's and any Guarantor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises;

The Borrower and any Guarantor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, neither the Borrower nor any Guarantor shall cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall the Borrower or any Guarantor cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any contiguous property;

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The Borrower and any Guarantor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Bank, and in accordance with the orders and directives of all federal, state and local governmental authorities. If either the Borrower or any Guarantor fails to conduct an environmental audit required by the Bank, then the Bank may at its option and at the expense of the Borrower, conduct such audit.

b. Indemnification. Subject to the limitations set forth below, the Borrower and any Guaranter shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil water, vegetation, buildings, personal property, persons or animals; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

Neither the Borrower nor any Guarantor shall have any indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Borrower's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of any Mortgage given to the Bank or acceptance by the Bank of a deed in lieu of foreclosure:

Neither the Borrower nor any Guarantor shall have any indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Bank, its successors or assigns.

The Borrower and any Guarantor agree that in the event any Mortgage given to the Bank is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower and any Guarantor shall deliver the Premises to the Bank free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

c. **Definitions.** For purposes of this Agreement the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials

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defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

d. Additional Obligation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Borrower and any Guarantor may have to the Bank under this Agreement, the Loan Documents, or by law, and shall survive: (i) the repayment of all sums due for the debt; (ii) the satisfaction of all of the other obligations of the Borrower and any Guarantor in any Mortgage and under any Loan Document; (iii) the discharge of any Mortgage given to the Bank; and (iv) the foreclosure of any Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Agreement, it is the intention of the Borrower, any Guarantor and the Bank that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Bank is threatened or any claim is made against the Bank for the payment of money.

14. Maintenance Of Book: And Records.

- a. Maintenance Of Records. The Borrower, Mortgagor and/or Guarantor shall keep and maintain or cause to be kept and maintained full and correct books and records showing in detail all aspects of the Premises and within ten (10) days after demand therefore to permit the Bank, during normal business hours, to examine and photocopy such books and records and all supporting vouchers and data, at any time and from time to time, on request at the Borrower's. Mortgagor's or Guarantor's offices, or at such other location as may be mutually agreed upon.
- b. Furnish Records. The Borrower, Mortgagor and any Guarantor shall within ninety (90) days after the end of each fiscal or, where applicable calendar year, furnish to the Bank year end financial statements relating to the Premises for such fiscal (or calendar) year, in reasonable detail, and in any event including such itemized statements of receipts and disbursements as shall enable the Bank to determine whether a breach or other default of this Agreement or the Loan Documents then exists. Such financial statements shall be prepared at the Borrower's expense and he prepared in accordance with generally accepted accounting principles and shall include a statement as to whether or not the Borrower, Mortgagor and any Guarantor has knowledge of any event or circumstance which constitutes or with the passage of time will constitute an event of default hereunder or under any other document executed in connection with or in any way related to this Loan. The Borrower, Mortgagor and any Guarantor shall provide the Bank with all other income tax and financial information in the manner required under the other Loan Documents.

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- c. Affidavit Of Leases. The Borrower shall furnish, together with the foregoing financial statements and at any time upon the Bank's request, a then current and accurate Affidavit of Lease(s) upon Mortgaged Premises and Estoppel Certificate from each tenant to the Bank, in a form and with content as then required by the Bank which documents shall show and evidence all information and additional documents reasonably requested by the Bank.
- d. Reimbursement Of Expenses. In the event the Borrower, Mortgagor and any Guarantor fails to comply with any of the above requirements and the Bank shall pay expenses in connection with obtaining of any of said required documents, including payment of attorney's ties, all such monies paid shall be deemed and construed as additional indebtedness due by the Borrower to the Bank and secured by the Mortgage, and shall become due and payable by the Borrower to the Bank upon payment or disbursement by the Bank, without notice and with interest ricreon at the interest rate required under the Note to be paid in the event of a default by Borrower.
- 15. Additional Documentation. Borrower, Mortgagor and any Guarantor shall execute and deliver to Bank, or cause to be executed and delivered to Bank from time to time, immediately upon Bank's request, all documents, including changes to any of the existing documents, required by Bank as Bank reasonably deems necessary to protect its security in any existing collateral security for the indebeuness described above.
- 16. Understanding Of Consequences. Each party acknowledges that they have read this Agreement, that they fully understand its terms, provisions, and consequences; and, that the entry into this Agreement is voluntary, free from durces, fraud or undue influence of any kind.
- 17. Effective Date. This Agreement shall be and become effective and binding pursuant to its terms after execution as of the date first above written. It is understood and agreed that said date shall be the effective date even though the clate may be a date other or different than the actual date of execution.
- 18. Illinois Law to Govern. This Agreement and each transaction contemplated hereunder shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 19. Construction. It is agreed that it is both the intent and the desire of the parties that wherever possible each provision of this Agreement shall be given a judicial construction and interpretation so as to be effective and valid under Illinois law, but if any provision of this Agreement shall be construed or prohibited by or determined invalid under the laws of the State of Illinois, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 20. Attorney's Fees. Borrower shall pay Bank's attorneys' fees and costs in connection with the administration and enforcement of this Agreement, any additional documentation required by Bank and any and all of the Loan Documents. Without limiting the

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generality of the foregoing, if the Bank employs counsel for advice or other representation with respect to any matter concerning the Borrower, Guarantor, this Agreement, the Premises or any aspect of the Loan Documents or to protect, collect, lease, sell, take possession of, or liquidate any of the Premises, or to attempt to enforce or protect any rights of the Bank or obligations of Borrower or any other person, firm or corporation which may be obligated to Bank by virtue of this Agreement or under any of the Loan Documents, then all of the attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, shall constitute an additional indebtedness owing by Borrower to Bank payable on demand and evidenced and secured by the Loan Documents.

- 21. Partial Invalidity. Any one or more phrases, sentences, sections or provisions of this Agreement which subsequently shall be deemed, construed or interpreted by a court of competent jurisdiction to be unenforceable, invalid or contrary to law, or the inclusion of which would effect the velicity or legal enforceability of this Agreement, shall be of no force or effect; and, in such event each of the remaining provisions of this Agreement shall subsist and remain and be fully effective according to the tenor of this Agreement as though any such unenforceable, invalid or unawful provision or provisions had never been included in this Agreement.
- Modification. Neither to a Agreement nor any provision hereof may be amended, waived, discharged or terminated or ally unless such is deemed unenforceable, invalid or contrary to law as provided above. Rather, any provision of this Agreement may be amended, waived, discharged or terminated only by a written instrument duly executed and acknowledged by each and every of the parties to this Agreement and by no other means.
- 23. Binding Effect. The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of each respective party and their respective legal representatives, successors and assigns.
- 24. Cumulative Rights. Each right, power, and remedy berein conferred upon any party is cumulative and in addition to every other right, power, or remedy express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by either party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of either party in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default, or acquiescence therein.
- 25. Non-Waiver. The failure to insist upon strict performance of any of the terms, covenants, obligations or conditions hereof shall not be deemed a waiver of any rights or remedies that any party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

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- 26. Notices. All notices which any party may be required or may desire to give in connection with this Agreement shall be in writing, and shall be either personally delivered, sent by overnight express delivery by a nationally recognized delivery service, freight pre-paid, or sent by United States registered or certified mail, postage pre-paid, and addressed as follows:
- (a) If to the Bank at the address first set forth above to the attention of the Real Estate Loan Department.
 - (b) If to the Borrower at the address set forth below.
 - (c) If to the Guarantor at the address set forth below.

- 27. **Deplicate Originals.** This Agreement may be executed simultaneously or otherwise in one or more identical counterparts, each of which shall be deemed and construed as an original, and all of which shall be construed together to constitute one and the same document. It is specifically agreed and acknowledged by each party that in the event of an actual or alleged variation or discrepancy between two or more executed duplicate originals, the executed duplicate original in the possession of the Bank shall control.
- Paragraph Heading. Fach party acknowledges that this Agreement consists of multiple sections each of which is preceded by a heading and understands that the characterizations of such sections are for convenience and general descriptive purposes only, are not definitive in nature, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof. The parties further acknowledge each to the other that no party is relying upon any characterization or implication from any such section heading in the execution of this Agreement.
- Authority. If the Borrower is a corporation, the Porrower represents, covenants and warrants that it is in good standing under the laws of the State of Illinois (or if a foreign corporation, is in good standing under the laws of the state in which it is incorporated and is also registered, licensed and in good standing as a foreign corporation authorized to transact business in the State of Illinois), and has full authority, by duly enacted resolution(s), to enter into and perform this Agreement. If the Borrower is a partnership or joint venture, the Borrower has duly obtained all necessary approvals and has full power and authority to enter into and perform this Agreement. If the Borrower is a land trust, the Borrower is acting pursuant to a duly executed power of direction and has full power and authority to enter into and perform this Agreement. If the Borrower is an individual(s), the Borrower is competent to execute and perform this Agreement.
- 30. Trustee's Exculpation. This Agreement is executed by the undersigned trust company, not personally but solely as trustee under a trust agreement identified below in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by said trust company and/or trustee are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly

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July 19, 1994 CHARLE TRUET NO. 2637-EG

This instrument is executed by MBD Bank, Successor Trustee to MBD Trust Company of Illinois, not personally but as Trustee under Trust No. <u>2637-EG</u> , in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stabulations, covenants and conditions to be performed by NED bank, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against WED Benk, by reason of anything contained in smid instrument, or in any previously executed document, whether or not executed by said MED hank, individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or bereafter claiming any right or security hereunder. No duty shall rest upon NED bank, personally or as said frustee to sequester the rents, impues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said MBD Bank, personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firs or corporation clausing any interest in this document that Web Bank, smill have no liability, contingent or otherwise arizing out of, or in any way related to, (1) the presence, district, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or enimals thereof; (ii) any personal monty (ancluding wrongful death) or property damage (real or personal) arising our of or related to such hazardou, externals; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hizardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such basardous materials including without limitation, attorneys' and consultants' fees, investigation and labyratory fees, court costs, and litigation expenses.

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and no personal liability shall be asserted or be enforceable against said trust company, as such trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

NBD BANK, SUCCESSOR TRUSTEE TO NBD TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1988 AND KNOWN AS TRUST NUMBER 2637-EG

By: Authorized Trust Officer : A WHERE OFRESELY ATTEST: 301

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NOTICE ADDRESS FOR BORROWER:

NED Bank, Trust Division
GNACHON Avenus 900 East Kensington Rund
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	Title: Vice SesidenT
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STATE OF ILLINOIS	
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COUNTY OF <u>COOK</u>)	
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	and for said County, in the State aforesaid, DOES
HEREBY CERTIFY that DENNIS	
known to me to be the <u>Secono</u>	ILE PRESIDENT OF NBD Bank
and TAMMY GIERSZEW	personally known to me to be the
VICE PRESIDENT	of said corporation, and personally
	e names are subscribed to the foregoing instrument,
appeared before me this day in person and	severally acknowledged that in such capacity, they
signed and delivered the said instrument a	nd caused the corporate seal to be affixed thereto,
pursuant to authority given by the Board	of Directors of said corporation, as their free and
voluntary act, and as the free and voluntar	y act of the corporation, for the uses and purposes
therein set forth.	4,
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GIVEN UNDER MY HAND and notarial seal on JULY 28, 1994.

Tene Pandocchi

"OFFICIAL SEALNOTARY PUBLIC
IRENE PANDOCCHI

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ACKNOWLEDGMENT: The undersigned, as Guarantor of the obligations of the above-named Borrower to NBD BANK, hereby acknowledges and reaffirms all obligations stated therein and consents to the matters affected by the foregoing First Modification Agreement to Mortgage and Other Loan Documents, acknowledges and reaffirms that the undersigned has certain duties and obligations as stated therein and in the Other Loan Documents, and agrees that the undersigned's liability as Guarantor shall not be diminished thereby; further any and each guarantor specifically consents to any and all extensions, renewals, modifications, replacements, or amendments, including any extension which are for periods of time longer than the initial period or term of the Loan.

GUARANTOR:

GULLO PROPERTIES LIMITED PARTNERSHIP. an Illinois limited partnership Giovanni Gullo, General Partner Giovanni Cullo, individually Maria Med Maria Gullo, individually 36/45 STATE OF ILLINOIS)) SS **COUNTY OF**

The undersigned, a Notary Public in and for said County, in the State of oresaid, DOES HEREBY CERTIFY that Giovanni Gullo, General Partner of GULLO PROPERTIES LIMITED PARTNERSHIP, and Giovanni Gullo and Maria Gullo, individually, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Virginia Guilo - Ciaccio Notary Public State of Micros MCTEARNIA PERMA GAZIAGE	GIV	'EN UNDE	ER MY HAI	ND and r	notarial seal on	26th	, 19	74 n .
Mary Public San of Minutes A V CV Class Comment of the Comment of			•		**************************************	Gullo - Ciaccip	V V V	
My Commission Expires:		. * * * * * * * * * * * * * * * * * * *			Million	HOPEIDING GAZ 1/90	1.8	

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The extraction is become Public in any for add Count, in the State above and Country HER BY CERTIFY and Giordina Gullo, Germal Partner of SECENT PROPERTIES LIMBY WELVELVER ROMER, and then and theild and Maria Calle, individually, reconsily Leave to the set of the same percent school and subscribed to the foregoing instruction. because the content of the person and sexual that they signed and action of the content and delivered the said insertioent is their from not connition and, for the uses and purposes therein set forth

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Mr. Comensorm Expires.

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Legal Description of Mortgaged Premises

PARCEL 1:

LOT 1 IN GULLO/LUNT & 83 RESUBDIVISION, BEING A RESUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: SWC Touhy & Estes

LOT 403 IN CENTEX INDUSTRIAL PARK UNIT 250, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3. Landmeier, Higgins & Touhy

LOTS 74 TO 64 BOTH INCLUSIVE (EXCEPT THE NORTHWESTERLY 7 FEET OF SAID LOT 94 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 21, 1964 AS DOCUMENT NO. 19133687) IN STRELE'S HIGGINS AND TOUHY HIGHLANDS SUBDIVISION IN THE BAST 1/2 OF THE SOUTH BAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF LOT 6 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIBR (HERBINAFTER DESCRIBED) LYING NORTH OF THE NORTH LINE OF TOURY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL FARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING BAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOURY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTRED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOURY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINL OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 12 CEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED TAPCEL OF LAND: - THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST COFARE THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHERSTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD: - BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FRET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH BAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER(LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FRET TO A POINT: THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN

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LOW 493 IN CAPTER ENDOTTRIAL PLAP UNIT 180, BEING A BERNIRE IN THE THE NOBESHARY 1/4 OF PROYING 34, VORUBERT 11 BORTH, FANDS 11, EAST OF THE THIRD PRINCIPAL BURRETAR, IN COOR COURTY, FININGIS.

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THE CHEST THE SO STATE SO RESERVED TO SOME SOURCE OF THE S ON SOMEON MEMOR SO SMILL BLOOM MAIL OF LARK MONTH OF ARMEN VANDER WE DIFFORMED IN CHINEA PRODUCEDAR DARK DARK TO SECURIOR IN EXPLICATE OR ARE SEC. TOWERTH AL MORTH COMOR IS HARD OF THE THIRD PRINCIPAL MERIDIAN, CAUSIMBLES TO BLANT REGISCHAUD 28 OFFENERE COLLEGE, AND LYTHE EAST ON FOLD RECOLUNG DESCRIPTE BIRS - DERIVED BY A SCREET IN FRAME LISE OF SATURIOUS AVERBE. SHE FOR THE PART OF THE THIRD PROPERTY OF THE PROPERTY BEING AND THE TREE OF THE TREE PROPERTY AND THE SERBILIBION IN SECTION DE, TEMPERO EL MORTE, RANCE LA KANT DE THE CHIUD PETER PARTICIONES SATURDES CARROLLES EN CARRESTE AS DOCTORANT MANUES 2012211 -AMPRING, SON STORMEN OF THE CARRY STREET STREET STREET STREET STREET STREET, SALLE SALLE CHARGE BYAN THE STATE OF PERSONAL FOR SOME WAS SELECTED BEEN SERVED BY SELECTED BY SERVED BY SERVED STATES THE PART OF LOW COMMENCE OF THE CONSTRUCT BESINESS DARREST DARREST OF CAME COMMENTS THE REAL OF RELIGION , AC HOLTONE BO FOR THEM PINCE RE. SO I SAFER SHE NO BOLTHON PARTH IN SAUT OF THE THIRD PRINCIPAL MARIAIN, COMMUNICING AT THE INTURESCRIBE OF STREET CARRA THE CONTRACT CARE FELL LAL BOOK FILL OR SALE FILL OR SALE AND SALE OF CARE CARRANT BACK usbe 174 of the econolist with the ordered fourth access along the base line of the weign THEN HE STEERS OF THE STEERS THE STILL A STEER THE SECTION OF THE SECTION OF THE STATES OF A CONTRACTOR POINT TENTENTENE OF STATE OF A STATE OF ALL THE STATE OF erre 🥴 the claid of bettered as and better the temperal temperate for the the bettered CONTRATED BY THE TREE TREETS OF THE SECTION OF THE AND CHARGE AN A COUNTRY OF THE CENTER LIPE OF LARBERT COAST, AC 三尺的 星 马克拉维斯群岛人 THE PART IS NOT COLORED AND PRINCIPALISMENT OF 1994. DISTINUT SALL FROM CLAS DELAKT TEAT HERRE SKY BE SAT DANK BETT DE FORET TOUR DOES DE SERVEBBRECH CO PERVIOUS BUT THEFT OF THE PROOF AREA OF THE WARDS IN STREET THE WORTH TO CONTROL OF STORY WAS NOT BE SOUTH BOST LAW OF SECTION 250, THE N POSST DISSERVE ALL (LAS SE PORESTREENE, PRESENTE AT RECEP AMERIC CALO CALO THE MATE SERVICE STATE STITE CHILDRAN CHINDS CONTINUE STREET CONTINUES CONTI LANGUAR COMPANIE A LATARCE CO SERVICE FACE OF TRACE THE START HORSHOLD FOR THE TO A FEET OF THE CONTROL TO THE TRANSPORT OF SECTION AND AND ADDRESS.

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SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING)

SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER BEING PART OF SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT ACKNOWLEDGED ON THE 4TH DAY OF DECEMBER, 1916, BY RICHARD LANDMEIER, ALBERT LANDMBIER, OTTO LANDMBIER AND GUSTAV LANDMBIER AND FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBBR 70396

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHBRLY 10 FEET OF NORTHERLY 40 FEET OF THAT PART OF LOT 6 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BRING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH; RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396, LYING NORTH OF THE NORTH LINE OF TOURY AVENUE AS DEDICATED IN CENTRY INDUSTRIAL PARK UNIT 6, A SUSDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVERTIE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH AVENUE WITH THE EAST LINE OF WICHOLAS BOULEVARD AS DEDICATED IN CENTRY INDUSTRIAL PARK UNIT 9, A SUBDIVISION 22 SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOURY AVENUE, 566.57 FRET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 5 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PIRCEL OF LAND; THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG EAST LINE OF THE WEST 1/2 (F) THE SOUTH RAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 20 PRET TO THE PLACE OF BEGINNING AND excepting therefrom that part of the following described tract lying fourtheasterly of THE SOUTHBASTERLY LINE OF ORIGINAL LANDMEIER ROAD; BEGINNING AT A FOLIT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAX 5, 1964), DISTANT 9.22 FRET SOUTHWESTERLY OF THE RAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FRET TO A POINT; THENCE NORTHERLY PARALLEL WITH BAST LINE OF THE WEST 1/2 OF THE SOUTH BAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, 57 ILLINOIS

95158209 Landmeier, Higgins & Touhy LOTS 39 TO 73 INCLUSIVE (EXCEPT THAT PART OF LOTS 39, 40 AND 41 CONVEYED TO THE STATE

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OF ILLINOIS BY DEED RECORDED MAY 12, 1965 AS DOCUMENT NO. 19461522 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 39, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGGINS ROAD WITH THE SOUTHEASTERLY LINE OF LANDMEIER ROAD, AS THE SAME ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOTS 39, 40 AND 41, BRING ALSO THE SOUTHWESTERLY LINE OF HIGGINS ROAD, A DISTANCE OF 113.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 182.21 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 39, DISTANCE 7.02 FEET SOUTHRASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 39, AS MEASURED ALONG THE WESTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET TO A NORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 39 A DISTANCE OF 100.96 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 9 THROUGH 45 TAKEN IN CASE NO. 91L50348 DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST COPNER OF LOT 45 IN STEBLE'S HIGGINS AND TOURY HIGHLAND SUBDIVISION; THENCE ALONG THE MORTHWESTERLY LINE OF 66 FOOT WIDE RIGHT OF WAY OF LELA STREET SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FERT; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 227.42 FEET; THENCE ALONG THE SOUTHWESTERM RIGHT OF WAY LINE OF LANDMEIER ROAD AS RECORDED PER DOCUMENT NUMBER 19133687 A DISTANCE OF 55.08 FEET ALONG AN ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 22 SECONDS AND WHOSE CHORD OF 54.77 FEET BEARS SOUTH 50 DEGREES 55 MINUTES 58 SECONDS EAST; THENCE ALONG SAID SOUTH RESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD SOUTH 40 DEGPTES 24 MINUTES 47 SECONDS BAST A DISTANCE OF 173.57 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 40 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91150346 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT 46 IN SAID STEELE'S MIGGINS AND TOURY HIGHLAND SUBDIVISION; THEMCE ALONG THE SOUTHWESTERLY LINE OF 100.00 POOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 130.00 FEET, THENCE ALONG THE SOUTHEASTERLY LINE OF 66.00 FOOT WIDE RIGHT OF WAY OF LELA STREET NORTH 49 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING) IN STRELE'S HIGGINS AND TOUHY HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: 240 Stanley

LOT 7 IN GULLO INTERNATIONAL'S RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOT 1 IN GULLO INTERNATIONAL OFFICE AND INDUSTRIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT 88459427, IN COOK COUNTY, ILLINOIS

Dillon Drive - Wood Dale PARCEL 6: LOTS 2 AND 6 IN O'HARE-THORNDALE CENTER FOR BUSINESS, A RESUBDIVISION OF LOTS 2 AND 3 IN CHARLES BOESCHE'S DIVISION, IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, BAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HARE-THORNDALE CENTER FOR BUSINESS RECORDED NOVEMBER 15, 1984 AS DOCUMENT R84-92708, AND RESUBDIVISION PLAT RE-RECORDED OCTOBER 11, 1985 AS DOCUMENT R85-88148, IN DUPAGE COUNTY, IL

DE TARINGER BY BEED ENGINEED MAY TE, THEN BY MOCKMENT NO. 19461522 DESCRIBED AN es an extensive come for the feel to civil no division is received by britaining is estimated to the the other transportance and army warm of between the sector and army and the accumulations are FAMBMETER ROAD, ASTUMS FRUE AUG 1975 BINGA UN AND ESTÀBETSBURG; UHI BUT 1805 MOTERALI CONCERNO CONTROL OF THE CONTROL OF THE CONCERN OF THE CONTROL OF THE CONTROL OF THE PARTY OF THE SCHEUR (MUURAVER) DE PRIOR A DE CERT FOLET DE ENCHUEU E GALE ERCHEUR DE CONTENSISEMENT A PRIVATE OF CONTENSISE STATE SOMEORY. HAVING A RESIDENCE OF TAKE SOMEORY. HAVING A RESIDENCE OF TAKE PART AND TAMBETY OF THE LART DESCRIPTED COUPER, A DISTANCE OF LARLEY WRITE TO E PRINCE IN THE MEMBERS. FOR THE BASE FOR MY, ELECANDER V.O. FARY BORTHERSTREET WORM THE NORTHWESTERLY CYCLORE OF SELECTOR OF AS MEASURED ALORGETHE WESTERLY LINK THIS CHISCOSE THEORY WOR WERE TRUBED SAID REPORTS LINE OF SAID INC. 38, A DISTANCE OF THE PROPERTY OF TO A MORTHWEST THEOLOGY OF THE STATEMENT ASSETTED AND THE OF THE OFFICE AND MORTHWEST OF THE OFFI THE PART AS, A DESIGNATED TO THE PROPERTY OF THE POINT OF BEHINDERS ASSESSED AND ASSESSED AS A PER THE STAR DERENDE LEGALIOS DA CHERTADES EN DECENTA DE GROOT DE CARROL AS TERMES AS TERMES DE CERTADO DE CARROL DE CONTROL DE CONTROL DE CARROL DE CHOISTAIDH AF AMAINDIN THOMA DHÀ FUIDACH CERUPADA NI BE THE LE GRAFOD TRAK SHI TA PREETS ALONG THE YOUR CONSTRUCT LICE OF SELECTER RICH OF MAY OF LICE OF MAY OF LEGAL OF THE SALATA DECINA TENENT OF SITE OF STREET OF STREET OF SOME SALATA OF STREET OF STREET ALIENT ALIENT AND STREET OF STREET AND STREET OF STREET ALIENT AND STREET OF STREET OF STREET AND STREET OF STREET OF STREET AND STREET OF STR SO BRIDE YARRITRANICADA BIRI MORT LAGRICARIARIO DEROLLA CARRA LA CÁSTA OF ARALARIA AND ME OF BURN FURTHER OF STATES FOR A CONTRACT PRODUCT OF THE DOCUMENT WORRAND OF THE POSTER WORRAND AND A CONTRACT OF THE POSTER OF THE POST 。全部投资,企业、整企业、基础、建设的企业等。在一个企业等,是有效的设施。 实现,在全部设施工作,企业,但还是在关闭,但是一个有一个企业,企业,是是企业企业的企 THERES AND THE CONTRIBUTION PIETO OF SAN LINE OF IAM ROAD AS TOTAL STREET OF THE PROPERTY AND A TO THE SAME OF SECRET OF THE AN ARC OF A CHARLE CONTROL OF THE MORPHREST ACTION A PROPERTY OF THE OPERT AND A CONTRAL AMERICA OF THE POST OF THE PROPERTY OF as agrigate as en<mark>ceptas de fitade ré</mark>a. El pesas es les se decen aboro cen totate de **ce**tibien STEEDS GACK MOTERATE TO RELEVANCE THE CLASSIFICATION OF THE STORES OF RELEASE OF THE STREET STREET STREET AS INGUERAS DA MINISTER EL PÉLÉGON BRUG ACTIVADOR EN 173,57 ERRY YN THE DOING OF HENTERVAGO AND (PRIBED NUMBER OF LOTE OF REMARKE AP 18 SERELATE GIOGENS AND TOURE TA PARTICULAR DENOMINE ZA CHELECKER PARTECO OF THE PRACT OF THE ATT PARTECOPTER CHAMPION THE MORTH CONTEN OF LOW ON THE THEORY OF THE PROPERTY AND COURT BUCKLASS SUBSTITUTION. SAMEN AGONG THE GOLDS COURT SERVICE OF THE BOOD BROKE REGIST OF BOOD OF HIGH FORE AS RECORDED DER DOORWORD BORROR (STATELL BORRERS DA MIRETRES 47 9800NDF BAGE À DISTRECT OF LIC SA FRIE, TORRE JAFRE 18 SECARUE 35 MINUSER 18 SECONDE WERE DIFFERED DIFFEREN DE EUR 10.00 FERT DISTRECT DESTRUCTION OF THE COURT COURSES AND LARGE TO AND LOUGH DESTRUCTION OF THE COURT PROPERTY AND THE COURT OF TH BRURENCO 24 MARGINS OF CALLED BEST A BISTRAGES OF 130.00 FERT, THERES ALOMO THE CLEARING OF CINON PRINTE AIRL NO YAR NO THUR NOR COLD COLD TO MICH NORFIZARITECT SECTION OF THE SECTIO STARLE & GOVERN AND CASHY HOUSENESS FAIRS A SUBDIVISION CALTRE EAST TALL OF THE SOURCE BANG 1997 - STOLED FOR TOTALES IN MORTH, RANGE IN BART BY THE STIRL OFFICE OFFICE POSTER BEST TO THE CONTRACT 1977/7/3/13

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COSMCIOS.

EXHIBIT B

Legal Description of Additional Mortgaged Premises

LOT 4 AND THE NORTH 63.05 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF LOT 3 IN EMMA KRUEGER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 3 AND A PART OF THE NORTHEAST 1/4 OF THE NORTHFAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 16, 1948 AS DOCUMENT NO. 554217, IN DU PAGE COUNTY, ILLINOIS.

Common Address: 7N731 Wood Dale Road

ale .

nge, iL . Elk Grove Village, IL 60007

PIN: 03-03-100-002-0000

EXPERIT 6

legal Description of Additional Son transfer Premises

AGENTARED ON THE EA

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