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COOK COUNTY RECORDER

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## FIFTH AMENDMENT OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS

by

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DH

PORTILLO'S HOT DOGS, INC.  
PORTILLO'S FOOD SERVICE, INC.  
BARNEY'S BAR-B-Q, INC.  
RICHARD AND SHARON PORTILLO

and

NBD BANK, an Illinois banking corporation

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Prepared by and after  
recording return to:  
Martin Buhn  
Schwartz, Cooper, Greenberger  
& Krauss  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601

**BOX 333-CTI**

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## FIFTH AMENDMENT OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS

THIS FIFTH AMENDMENT OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS ("Amendment") is made as of March 15, 1996, by and among PORTILLO'S HOT DOGS, INC., a Delaware corporation ("PHD"), RICHARD J. PORTILLO and SHARON PORTILLO (jointly, the "Portillos"), PORTILLO'S FOOD SERVICE, INC., an Illinois corporation ("PFS"), and BARNEY'S BAR-B-Q, INC., an Illinois corporation ("Barney's") (PHD, the Portillos, PFS and Barney's are sometimes hereinafter referred to collectively as the "Obligors") and NBD BANK, an Illinois banking corporation ("Lender").

### RECITALS:

I. Lender has made available to certain of the Obligors a credit facility (the "Portillo's Loans") pursuant to the terms and conditions of that certain Loan Agreement dated as of June 20, 1994, among the Obligors and Lender, as amended by the following (collectively, the "Amendments"):

(i) a First Amendment to Loan Agreement dated as of June 20, 1994;

(ii) a Second Amendment to Loan Agreement and Other Loan Documents dated as of April 12, 1995 (which Second Amendment added to the Portillo's Loans a \$750,000 loan (the "Key Wester Loan") to PHD in order to fund the acquisition of certain assets by Key Wester Fish & Pasta House, Inc., a Florida corporation ("Key Wester (Florida)"));

(iii) a Third Amendment of Loan Agreement and Other Loan Documents dated as of May 5, 1995 (which Third Amendment added certain property located at 598-4 235 North Avenue in Glendale Heights, Illinois (the "Glendale Heights Property") to the property encumbered by Loan Documents (as defined below)) (the "Loan Agreement"); and

(iv) a Fourth Amendment of Loan Agreement and Other Loan Documents (the "Fourth Amendment") dated as of December 31, 1995 (which Fourth Amendment increased by \$1,000,000 the maximum availability under the Reducing Revolver (as defined below))

(said Loan Agreement, as amended by the Amendments, is hereinafter referred to as the "Loan Agreement").

A. The following loans and authorizations presently constitute the Portillo's Loans:

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(i) a \$3,000,000 term loan to PHD that matures on June 30, 1999, the outstanding principal balance of which as of March 13, 1996, was \$2,000,000;

(ii) a \$2,800,000 term loan to PHD that matures on June 30, 2001, the outstanding principal balance of which as of March 13, 1996, was \$2,334,000;

(iii) a reducing revolving credit loan to PHD in the original maximum principal amount of \$5,000,000 (the "Reducing Revolver"), which maximum principal amount was increased by \$1,000,000 pursuant to the Fourth Amendment, and the maximum availability of which as of March 13, 1996, was \$5,168,000, and which matures on June 30, 2001;

(iv) a construction loan to PHD in the original maximum principal amount of \$5,000,000, which maximum principal amount, pursuant to the terms of the Loan Agreement, was reduced to \$1,100,000 and was used to fund costs of construction of the Olendale Height Property, and which matures on July 20, 2000, and the outstanding principal balance of which as of March 13, 1996, was \$1,035,831;

(v) a \$500,000 term loan to PFS that matures on June 30, 1999, the outstanding principal balance of which as of March 13, 1996, was \$333,340;

(vi) a \$1,700,000 term loan to the Portillos that matures on June 30, 2001, the outstanding principal balance of which as of March 13, 1996, was \$1,416,000;

(vii) authorization for PHD to request Lender to issue standby letters of credit in the aggregate face amount of \$249,000 for lease deposits and landscaping improvements, which authorization expires October 31, 1996;

(viii) two \$375,000 term loans (originally the \$750,000 Key Wester Loan) to PHD that mature on May 31, 2000, the aggregate outstanding principal balance of which as of March 13, 1996, was \$609,474.67.

B. The Portillo's Loans are evidenced by the Notes described in the Loan Agreement (such Notes, as amended by the Amendments, are hereinafter referred to collectively as the "Portillo's Notes") and are secured by first liens and security interests against substantially all of the assets of PHD and PFS and certain assets of the Portillos pertaining to the operation of the businesses of PHD, PFS and Barney's (collectively, the "Collateral").

C. Lender has made a \$3,200,000 loan (the "C & O Loan") to C & O Chicago, L.L.C., an Illinois limited liability company ("C & O"), which has been secured, in part, by second liens in the Collateral granted to Lender by the Obligors pursuant to the terms and conditions of a certain Cross-Collateralization and Cross-Default Agreement dated as of March 31, 1995, among

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the Obligors and Lender. As of March 13, 1996, the outstanding principal balance of the C & O Loan, which loan matures on April 1, 2000, was \$3,021,113.41.

D. The repayment of the Portillo's Loans and the C & O Loan is secured by the following documents, each of which is dated as of June 20, 1994 (except as otherwise indicated):

(i) Mortgages made by the Portillos, PHD and PFS for the benefit of Lender against the property described on Exhibit A attached hereto (collectively, the "Property");

(ii) Assignments of Rents and Leases made by the Portillos, PHD and PFS for the benefit of Lender;

(iii) Security Agreement made by the Portillos, PHD and PFS for the benefit of Lender; and

(iv) Stock Pledge Agreement dated as of April 12, 1995, by Richard Portillo pursuant to which all of the shares of Key Wester (Florida) have been pledged to Lender.

The aforementioned documents, the Loan Agreement, the Portillo's Notes, the Guaranty (as hereinafter defined), the Indemnity Agreement (as hereinafter defined) and the other documents or agreements now or hereafter delivered to Lender to secure or evidence the Portillo's Loans or to otherwise induce Lender to disburse the proceeds of the Portillo's Loans, all as amended by the Amendments or otherwise modified, are hereinafter referred to collectively as the "Loan Documents".

E. The Portillos and Barney's have guaranteed repayment of the Portillo's Loans to Lender pursuant to the provisions of a certain Guaranty dated as of June 20, 1994, as amended (the "Guaranty").

F. The Portillos, PHD and PFS have agreed to indemnify Lender for costs pertaining to certain environmental matters pursuant to the provisions of a certain Environmental Indemnity Agreement dated as of June 20, 1994, as amended (the "Indemnity Agreement").

G. The Portillos have acquired certain vacant real property located in Norridge, Cook County, Illinois, and legally described on Exhibit B attached hereto (the "Additional Northlake Property") and has agreed to submit its fee interest in the Additional Northlake Property to the liens and security documents created by the Loan Documents.

H. The Portillos have requested Lender to make available to them a \$1,000,000 revolving construction loan (the "Northlake Construction Loan") in accordance with the terms hereof, the proceeds of which shall be used to renovate and rebuild a restaurant on the Additional Northlake Property and on certain property adjacent thereto.

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1. PHD has requested Lender to make a \$1,000,000 term loan (the "Equipment Loan") in accordance with the terms hereof, the proceeds of which shall be used to finance the acquisition of fixtures and equipment to be installed at the restaurant being constructed by the Portillos on the Additional Northlake Property and on the property adjacent thereto.

J. A condition precedent to Lender's consent to the aforementioned requests is the execution and delivery of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors and Lender hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part hereof.

2. Additional Northlake Property. The Additional Northlake Property, as legally described on Exhibit B attached hereto, is hereby added to the property described on Exhibit A to that certain Mortgage dated as of June 20, 1994, made by the Portillos for the benefit of Lender, and to the property described on Exhibit A to that certain Assignment of Rents and Leases dated as of June 20, 1994, made by the Portillos for the benefit of Lender. For all purposes under the Loan Agreement, the Mortgages, the Portillo's Notes, and the other Loan Documents, all reference to the "Premises", the "Land", and the "Property" owned by the Portillos, as applicable, shall be deemed to mean the Property, as legally described on Exhibit A attached hereto, and the Additional Northlake Property, collectively.

3. Northlake Construction Loan. Subject to the terms and conditions hereof, Lender hereby agrees to make the Northlake Construction Loan to the Portillos. The Northlake Construction Loan shall be evidenced by a \$1,000,000 Note of even date herewith made by the Portillos to the order of Lender (the "Northlake Note").

4. Use of Proceeds of Northlake Construction Loan. All of the proceeds of the Northlake Construction Loan shall be used by the Portillos to pay costs of renovating a restaurant located on the Additional Northlake Property and on the property adjacent thereto (which adjacent property is commonly known as 170 West North Avenue, Northlake, Illinois) (the "Northlake Property"). Such proceeds may be disbursed from time to time in accordance with the terms of the Loan Agreement and the construction escrow agreement among Lender, the Portillos and the construction escrow agent, provided no additional disbursements of the Northlake Construction Loan shall be made subsequent to September 30, 1996.

5. Interest Rate; Repayment of Northlake Construction Loan. The principal balance of the Northlake Construction Loan outstanding from time to time shall bear interest at the rate set forth in the Northlake Note. Principal and interest payments on the Northlake Construction Loan (if not sooner declared to be due in accordance with the provisions of the Loan Documents, as amended hereby) shall be made at the times and in the manner set forth in the Northlake Note.

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The Obligors hereby acknowledge and agree that the failure to make such payments when due shall be a default under the Loan Documents (subject to any applicable cure periods set forth therein), whereupon Lender shall have the right to exercise all of its rights and remedies under the Loan Documents, at law or in equity (subject to the rights of the Obligors set forth in the Loan Documents to receive notice of any such action by Lender). No prepayments of the Northlake Construction Loan may be reborrowed by the Portillos.

6. Equipment Loan. Subject to the terms and conditions hereof, Lender hereby agrees to make the Equipment Loan to PHD. The Equipment Loan shall be evidenced by a \$1,000,000 Note of even date herewith made by PHD to the order of Lender (the "Equipment Note").

7. Use of Proceeds of Equipment Loan. All of the proceeds of the Equipment Loan shall be used by PHD to pay the costs of acquiring equipment and fixtures (the "Northlake Equipment") to be installed in the restaurant constructed by the Portillos on the Additional Northlake Property and the Northlake Property. Lender shall have a first lien and security interest against the Northlake Equipment to secure the repayment of the Portillo's Loans and the C & O Loan. All of the proceeds of the Equipment Loan shall be disbursed upon the written request of PHD, provided that no default under the Loan Documents then exists and that PHD has delivered to Lender all evidence reasonably required by Lender to show that the proceeds of the Equipment Loan are being used to acquire the Northlake Equipment and for no other purpose.

8. Interest Rate; Repayment of Equipment Loan. The principal balance of the Equipment Loan outstanding from time to time shall bear interest at the rate set forth in the Equipment Note. Principal and interest payments on the Equipment Loan (if not sooner declared to be due in accordance with the provisions of the Loan Documents, as amended hereby) shall be made at the times and in the manner set forth in the Equipment Note. The Obligors hereby acknowledge and agree that the failure to make such payments when due shall be a default under the Loan Documents (subject to any applicable cure periods set forth therein), whereupon Lender shall have the right to exercise all of its rights and remedies under the Loan Documents, at law or in equity (subject to the rights of the Obligors set forth in the Loan Documents to receive notice of any such action by Lender). No prepayments of the Equipment Loan may be reborrowed by the Portillos.

9. Loans; Notes. From and after the date hereof, the Northlake Construction Loan and the Equipment Loan shall be deemed to be one of the "Loans" referred to in the Loan Documents, including, without limitation, the Guaranty and Section 1.2 of the Loan Agreement, and the Northlake Note and the Equipment Note shall be deemed to be one of the "Notes" referred to in the Loan Agreement, the Guaranty and the other Loan Documents.

10. Required Deliveries. Lender's consent to making the Northlake Construction Loan shall be subject to Lender having received the following in a form and substance acceptable to Lender on or before March 31, 1996 (the "Amendment Termination Date"):

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- (a) This Amendment duly executed by the Obligors;
- (b) The Northlake Note duly executed by the Portillos and the Equipment Note duly executed by PHD;
- (c) Assignment of Licenses, Permits, Plans, Specifications and Contracts of even date herewith made by the Portillos for the benefit of Lender;
- (d) Contractor's and Architect's Consents and Architect's Certificate;
- (e) Collateral Assignment of Patents and Trademarks of even date herewith made by the Obligors for the benefit of Lender;
- (f) Evidence of authority of the Obligors to execute and deliver this Amendment; and
- (g) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Amendment Termination Date shall, at the option of Lender, result in this Amendment (including all agreements and waivers of Lender contained herein) being null and void.

11. **References.** All references to any "Note", any "Mortgage", the "Guaranty" or any other Loan Document contained in any of the Loan Documents shall be deemed to refer to such document as further amended by this Amendment.

12. **Additional Loan Expenses.** The Obligors hereby agree to pay all of Lender's reasonable attorney's fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within fifteen days after written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at an annual rate equal to Lender's Prime Rate plus 3.0%.

13. **No Defenses.** The Obligors represent and warrant to Lender there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting any Obligor or his, her or its property, or which would prevent such Obligor from complying with or performing his, her or its respective obligations under the Loan Documents, and no basis for any such matter exists.

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14. Authority to Execute Amendment; No Conflict. Each Obligor represents and warrants to Lender that he, she or it has full power and authority to execute and deliver this Amendment and to perform his, her or its respective obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable upon the Obligors in accordance with its terms. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which any Obligor is a party or is bound.

15. Ratification of Liability. Each Obligor hereby ratifies and confirms his, her or its respective liabilities and obligations under the Guaranty and the other Loan Documents and the liens and security interests created thereby, and acknowledge that he, she or it no defenses, claims or set-offs to the enforcement by Lender of their respective obligations and liabilities under the Guaranty and the other Loan Documents.

16. Amendment Binding. This Amendment shall be binding on each Obligor and their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

17. Continued Effectiveness. Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

18. Counterparts. This Amendment may be executed in counterparts, and all of such counterparts when taken together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

PORTILLO'S HOT DOGS, INC., a  
Delaware corporation

By: Richard Portillo  
Title: President

PORTILLO'S FOOD SERVICE, INC., an  
Illinois corporation

By: Richard Portillo  
Title: President

BARNEY'S BAR-B-Q, INC., an Illinois  
corporation

By: Richard Portillo  
Title: President

Richard Portillo  
RICHARD PORTILLO

Sharon Portillo  
SHARON PORTILLO

NBD BANK

By: William N. White

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STATION



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Title: Assistant Vice President

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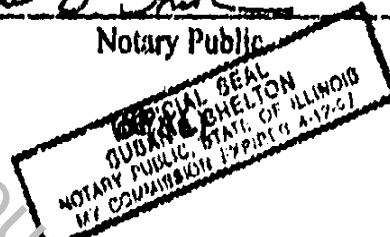
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, Susan D. Shelton, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD PORTILLO, the president of PORTILLO'S FOOD SERVICE, INC., PORTILLO'S HOT DOGS, INC., and BARNEY'S BAR-B-Q, INC. (collectively, the "Corporations"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporations as his own free and voluntary act and as the free and voluntary act of the Corporations, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of March, 1996.

Susan D. Shelton  
Notary Public



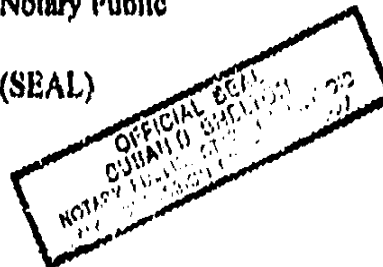
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, Susan D. Shelton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SHARON PORTILLO personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15 day of March, 1996.

Susan D. Shelton  
Notary Public

(SEAL)



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## EXHIBIT A

### 250 East Ogden, Naperville, IL

LEGAL: LOT 1 IN PORTILLO'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BEIDELMAN'S SUBDIVISION AND PART OF LOT 7 IN BRUMMELS SUBDIVISION ALL BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PORTILLO'S RESUBDIVISION RECORDED SEPTEMBER 15, 1986 AS DOCUMENT R86-113647, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 08-07-407-013

### 611 East Golf Road, Schaumburg, IL

LEGAL: LOT 1 IN PORTILLO'S SUBDIVISION OF THE NORTH 450 FEET OF THE WEST 500 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROUTE 58 (GOLF ROAD) IN SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1989 AS DOCUMENT 89516453, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 07-14-101-015

### 1500 Burrus Highway, Elk Grove Village, IL

LEGAL:

PARCEL 1:

LOT 290 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 170, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 10 FEET OF LOT 346 AND ALL OF LOT 347 IN CENTEX INDUSTRIAL PARK UNIT 212, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 08-34-203-016;  
08-34-203-022;  
08-34-203-023

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1751 Armitage Court, Addison, IL

LEGAL: THE SOUTH 60.0 FEET OF THE NORTH 120.0 FEET OF THE EAST 180.0 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 3 IN DUPAGE INDUSTRIAL ANNEX, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1968 AS DOCUMENT R-68-54022, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 03-31-101-008

1759 Armitage Court, Addison, IL

LEGAL: THE SOUTH 130 FEET OF THE EAST 180 FEET OF LOT 3 IN DU PAGE INDUSTRIAL ANNEX, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1968 AS DOCUMENT R68-54022, IN DU PAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 03-31-101-009

1992 West Jefferson, Naperville, IL

LEGAL: LOT 2 IN GLACIER PARK RESUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1990 AS DOCUMENT NUMBER R90-036578, BEING A RESUBDIVISION OF PART OF LOT 4 IN GLACIER PARK SUBDIVISION, A SUBDIVISION OF PART OF SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLACIER PARK SUBDIVISION RECORDED JANUARY 29, 1990 AS DOCUMENT R90-012326 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 1990 AS DOCUMENT NUMBER R90-020823, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 07-15-305-001

1906 West Golf Road, Rolling Meadows, IL

LEGAL: LOT 1 (EXCEPT THE EAST 17 FEET AS MEASURED AT RIGHTS ANGLES) IN 58-62 VENTURE SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 08-08-407-001

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221 N. Townline, Vernon Hills, IL

LEGAL: LOT 1 IN CONTINENTAL EXECUTIVE PARKE RESUBDIVISION, NO. 10, BEING A RESUBDIVISION IN THE NORTH 1/2 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1993 AS DOCUMENT 3341606, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NO. 15-04-110-002

170 West North Avenue, Northlake, IL

LEGAL: LOT 28, 29, 30, 31 AND 32 IN BLOCK 11 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 6, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### Permanent Index Nos.

Affects Lot 28: 12-31-402-027  
Affects Lot 32: 12-31-402-023  
Affects Lot 31: 12-31-402-024  
Affects Lot 30: 12-31-402-025  
Affects Lot 29: 12-31-402-026

235 N. North Avenue, Glendale Heights, IL

LEGAL: LOT 2 OF THE SECOND ADDITION TO DEMOS' SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENDALE HEIGHTS, MILTON TOWNSHIP, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED ON JUNE 16, 1995 AS DOCUMENT NUMBER R95-073177

PERMANENT INDEX NO. 05-03-200-029

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Exhibit "B"

170 West North Avenue, Northlake, IL

LEGAL: LOT 27 IN BLOCK 11 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 6, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Nos.

Affects Lot 27: 12-31-402-028

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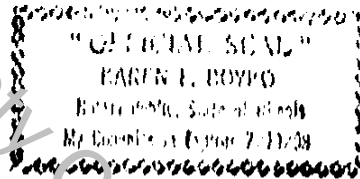
STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF Cook        )

I, Karen L. Boyko, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie J. Patton the VP of NBD BANK (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Bank as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of March, 1996.

Karen L. Boyko  
Notary Public

(SEAL)



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