

FIRST MODIFICATION TO
PRINCIPAL NOTE,
MORTGAGE AND OTHER
LOAN DOCUMENTS

THIS FIRST MODIFICATION
TO PRINCIPAL NOTE,
MORTGAGE AND OTHER
LOAN DOCUMENTS (this
"Agreement") is made as of the 1st
day of August, 1997, by and among

(i) COLE TAYLOR BANK/DROVERS, not personally but solely as Trustee under that certain Trust Agreement dated October 19, 1983 and known as Trust No. 83141 (said bank in its capacity as Trustee aforesaid is herein referred to as "Trustee" or "Mortgagor" and said Trust Agreement is sometimes herein referred to as the "Trust Agreement"), (ii) GOLF RUN PLAZA, an Illinois general partnership (the "Beneficiary"), and (iii) SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner of fee simple title to the real estate described on Exhibit A attached hereto and made a part hereof and commonly known as 606-660 East Golf Road, Arlington Heights, Cook County, Illinois (the "Property"); and

WHEREAS, Beneficiary is the owner of 100% of the beneficial interest in, to and under the Trust Agreement; and

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by that certain Principal Note dated as of April 28, 1988, in the original principal amount of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) made by Mortgagor and, pursuant to that certain Joinder attached thereto, by Beneficiary (the "Note") and payable to the order of Mortgagee, which Note is secured by, *inter alia*, (i) that certain Mortgage and Security Agreement dated as of April 28, 1988 and filed in the Office of the Registrar of Titles (the "Torrens Office") as Document No. LR3704985 made by Mortgagor and, pursuant to that certain Joinder attached thereto, by Beneficiary (the "Mortgage"), (ii) that certain Assignment of Rents and Lessor's Interest in Leases dated as of April 28, 1988 and filed in the Torrens Office as Document No. LR3704986 made by Mortgagor and Beneficiary (the "Assignment"), (iii) that certain Collateral Assignment of Beneficial Interest in Land Trust dated as of April 28, 1988, made by Beneficiary in favor of Mortgagee, accepted by Mortgagee and lodged with the Trustee (the "Collateral Assignment"), (iv) that certain Security Agreement dated as of April 28, 1988 made by Beneficiary (the "Security Agreement"), (v) that certain Waiver of Defenses dated April 28, 1988 made by Mortgagor (the "Waiver"), (vi) that certain Borrower's Affidavit dated April 28, 1988 made by Beneficiary (the "Affidavit"), (vii) those various UCC financing statements filed with the State of Illinois, the Torrens Office and Cook County (the "UCCs"), and (viii) all other documents and instruments executed or delivered in connection with the Loan (the "Additional Loan Documents") (the

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documents and instruments listed in (ii) through (viii) above are referred to herein as the "Loan Documents");

WHEREAS, Mortgagor, Beneficiary and Mortgagee desire to amend and modify the Note, Mortgage and Loan Documents as provided below;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby covenanted and agreed as follows:

1. Maturity Date. The "Maturity Date" defined in Paragraph 1 of the Note and any references thereto in the Mortgage and Loan Documents is hereby changed from May 1, 2008 to August 1, 2004.

2. Interest Rate. The interest rate applicable to the principal balance of the loan remaining unpaid from time to time shall be reduced from ten and one-half percent (10.5%) to eight and one-quarter percent (8.25%). All references in the Note, Mortgage and Loan Documents to the interest rate applicable to the outstanding principal balance of the loan are hereby amended accordingly.

3. Payments of Principal and Interest. Paragraph 1(b) of the Note is hereby amended to add the following at the end of said Paragraph:

Commencing on September 1, 1997 the foregoing installment of principal and interest shall be reduced to Sixteen Thousand Nine Hundred Fourteen and 01/100ths Dollars (\$16,914.01), such payment to continue monthly thereafter on the first day of each succeeding month until the entire principal balance and all accrued and unpaid interest thereon has been fully paid; provided, however, that the entire principal balance and all such accrued and unpaid interest, if not sooner paid, shall finally mature and become due and payable on the Maturity Date.

4. Stipulation of Principal Balance. The parties hereto stipulate that, as of August 1, 1997, the outstanding principal balance of the loan is \$ 2,132,106.62 (after application of the August 1, 1997 payment, but prior to the application of the Principal Paydown provided in Paragraph 17 of this Agreement).

5. Prepayment. Paragraph 14 of the Note is hereby deleted and replaced with the foregoing:

14. Prepayment. There is hereby reserved to the maker hereof, for itself and its successors and assigns, the right and privilege of prepaying the entire unpaid principal balance hereunder at any time upon payment of a premium of the greater of (i) two percent (2%) of such elective prepayment, or (ii) the "Yield Maintenance Fee" computed in accordance with Paragraph

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15 below. Prepayment in full of the indebtedness evidenced hereby shall be permitted without any fee if within ninety (90) days of the Maturity Date, nor shall there be any fee on any prepayments resulting from insurance or condemnation proceeds or required because of casualty or condemnation.

The parties agree and acknowledge (i) the parties have negotiated in advance the pre-payment premium provided for herein, both parties being represented by counsel or having the opportunity to consult counsel; (ii) the prepayment premium is reasonable; (iii) the prepayment premium shall be paid immediately upon any unpermitted prepayment hereunder; (iv) there is good and valuable consideration for the agreement to pay such prepayment premium; and (v) Maker shall not be permitted after execution hereof to claim otherwise than as agreed to herein.

6. **Modification to Loan Documents.** All references to the Note, Mortgage and Loan Documents contained in the Note, Mortgage, Loan Documents and this Agreement, shall be deemed to refer to the Note, Mortgage and Loan Documents as respectively modified and amended hereby and from time to time.

7. **Reaffirmation of Representations.** Mortgagor and Beneficiary each covenants and agrees that the representations, warranties, consents, waivers, covenants, terms and conditions, respectively made by them, of the Note, Mortgage, the Loan Documents are incorporated herein by reference and reaffirmed and restated as of this date and shall, as hereby modified, in all respects remain in full force and effect.

8. **Mortgagee's Fees.** In addition to Mortgagor's and Beneficiary's reaffirmation of the terms of the Note, Mortgage and Loan Documents set forth herein, without limiting any other terms of the Note, Mortgage and Loan Documents, Mortgagor and Beneficiary hereby agree to pay, upon demand, all costs and expenses incurred by Lender in connection with the modification and administration of the Loan, including, without limitation, reasonable attorneys' fees, title insurance costs and other costs specified in the Note, Mortgage and Loan Documents.

9. **No Defenses, Counterclaims or Rights of Offset.** As an inducement to Mortgagee to enter into this Agreement, Mortgagor and Beneficiary hereby acknowledge, admit, and agree that, as of the date hereof there exists no right of offset, defense, counterclaim, claim, or objection in favor of such parties as against Mortgagee with respect to the Note, any collateral therefor or guaranties thereof, or any other subject of the transactions contemplated by the Mortgage and Loan Documents, or alternatively, that any such right of offset, defenses, counterclaim, claim, or objection is hereby expressly and irrevocably waived. Mortgagor and Beneficiary hereby release and forever discharge Mortgagee, its directors, officers, employees, attorneys, agents, successors and assigns from any and all rights, claims, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, debts, duties, liabilities, or obligations, whether at law or in equity, known or unknown, choate or inchoate, which it has had, now has, or hereafter may have, with respect to matters from the beginning of time until the date hereof, arising under or in any manner relating to, whether directly or indirectly, the Note, any collateral therefor or guaranties

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thereof, or any other aspect of the transactions contemplated by the Mortgage and Loan Documents or this Agreement.

10. **Non-Impairment.** Nothing herein contained shall impair the Note, the Mortgage or the Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided, nor affect or impair the priority established by the Mortgage and the Loan Documents, nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provision of the Note, the Mortgage and the Loan Documents shall continue in full force and effect except as is expressly modified in connection herewith.

No personal liability shall be asserted against the Beneficiary by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement, except as specifically set forth in the original Joinder to the Note evidencing the indebtedness or the original Joinder to the Mortgage securing such indebtedness.

11. **Bankruptcy of Mortgagor.** To induce Mortgagee to execute this Agreement, Mortgagor and Beneficiary each covenant and acknowledge that: (i) Mortgagor and Beneficiary are currently solvent and have no intention to file or acquiesce in any bankruptcy or insolvency proceeding at any time hereafter; (ii) the modifications set forth in this Agreement are reasonably sufficient for the Mortgagor and Beneficiary to successfully reorganize their financial affairs; and (iii) any filing of a voluntary petition under Chapter 11 of the United States Bankruptcy Code (the "Code") or the acquiescence therein by Mortgagor or Beneficiary after the Maturity Date may significantly delay Mortgagee in the enforcement of its rights.

12. **Continued Force and Effect.** Each of the Note, Mortgage and Loan Documents, the indebtedness evidenced thereby and the security provided thereby are hereby ratified and confirmed, and each and every provision, covenant, condition, obligation, right and power contained in and under, or existing in connection with, each of the Note, Mortgage and Loan Documents, as hereby amended, shall continue in full force and effect. Mortgagor and Beneficiary agree and acknowledge that the Note, Mortgage and Loan Documents are enforceable against Mortgagor, Beneficiary and against the property described therein in accordance with their respective terms. This Agreement is not intended to, and shall not be construed to, effect a novation, and, except as expressly provided in this Agreement, none of the Note, Mortgage or Loan Documents have been modified, amended, canceled, terminated, released, satisfied, superseded or otherwise rendered of no force and effect. Mortgagor and Beneficiary acknowledge and agree that the Loan Documents, as modified by this Agreement, are enforceable against Mortgagor and Beneficiary and the Property in accordance with their respective terms.

13. **Headings.** The headings of the paragraphs and sections of this Agreement are for convenience and reference only, are not to be considered a part of this Agreement and shall not limit, expend or otherwise affect any of the terms of this Agreement.

14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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15. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to an original, and all of which shall be collectively constitute but one Agreement, fully binding upon, and enforceable against the parties hereto.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

17. Condition Precedent. The effectiveness of this Agreement is expressly conditioned upon Mortgagee's receipt before or simultaneously with the execution hereof by Mortgagee and Beneficiary, a principal payment of Seventy-Five Thousand Dollars (\$75,000.00) (the "Principal Paydown"). Notwithstanding anything to the contrary, the Principal Paydown shall not be subject to a prepayment premium.

18. Trustee's Exculpation. This instrument is executed by the undersigned Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

MORTGAGOR:

COLE TAYLOR BANK/DROVERS,
not personally, but as Trustee under Trust
Agreement dated October 19, 1983 and
known as Trust No. 83141

By: 

Name: KENNETH D. PLUNK
Title: Vice-President

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BENEFICIARY:

GOLF RUN PLAZA, an Illinois general partnership

By: _____
Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: _____
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: _____
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risberg, general partner

By: _____
Stanton Marks, general partner

Its: Partners

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: JEFFREY J. SKERRY
Its: Senior Associate Counsel

By: _____
Name: Roy P. Creedon
Its: Assistant Vice President & Counsel
FOR PRESIDENT
FOR SECRETARY

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BENEFICIARY:

GOLF RUN PLAZA, an Illinois general partnership

✓ By: Adrienne B. Nadler
Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: _____
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: _____
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risberg, general partner

By: _____
Stanton Marks, general partner

Its: Partners

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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By: _____
Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: Thea Bresler
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: _____
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risburg, general partner

By: _____
Stanton Marks, general partner

It: Partners

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SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: _____
Its: _____

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Name: _____
Its: _____

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Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: _____
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: Stanley Bresler
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risberg, general partner

By: _____
Stanton Marks, general partner

Is: Partners

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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By: _____
Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: _____
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: _____
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risberg, general partner

By: _____
Stanton Marks, general partner

Its: Partners

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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GOLF RUN PLAZA, an Illinois general partnership

By: _____
Adrienne B. Nadler, Trustee for the Fred Bresler
A. Trust, general partner

By: _____
Thea Bresler, Executrix for the Estate of Harry
O. Bresler, general partner

By: _____
Stanley Bresler, general partner

By: _____
Richard Y. Fisher, general partner

By: _____
Robert Risberg, general partner

By: _____
Stanton Marks, general partner

Its: Partners

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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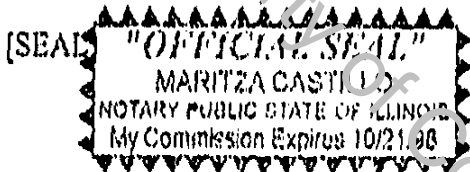
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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH E. PIEKUP, the Vice-President of COLE TAYLOR BANK/DROVERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said institution for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of September, 1997.



[Signature]
Notary Public

My commission expires: 10-21-98

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adrienne B. Nadler, Trustee for the Fred Bresler A. Trust, general partner of GOLF RUN PLAZA, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 1997.

[SEAL]

Notary Public

My commission expires: _____]

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State of Massachusetts)
County of Norfolk)

On this 3rd day of September, 1997 before me appeared Jeffrey J. Skerry and Roy P. Creedon both to me known to be acting for the President and Secretary respectively of the Sun Life Assurance Company of Canada, the corporation that executed the annexed instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy Sean Harrison
Wendy Sean Harrison, Notary Public
My Commission expires: June 19, 2003

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STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ the _____ of COLE TAYLOR BANK/DROVERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said institution for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 1997.

[SEAL]

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adrienne B. Nadler, Trustee for the Fred Bresler A. Trust, general partner of GOLF RUN PLAZA, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24 day of September, 1997.



Margie H. Tinarella
Notary Public

My commission expires: 3/30/98

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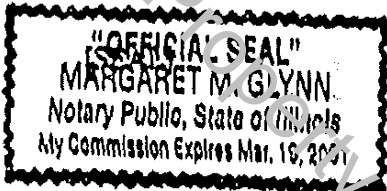
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Then Bresler, Executrix for the Estate of Hurty O. Bresler, general partner of GOLF RUN PLAZA, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of September, 1997.



Margaret M. Glynn
Notary Public

My commission expires: 3/19/2001

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

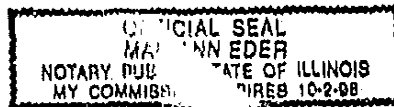
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanley Bresler, a general partner of GOLF RUN PLAZA, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of September, 1997.

(SEAL)

Marianne Eder
Notary Public

My commission expires: _____



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STATE OF ^{WISCONSIN} ILLINOIS)
) SS.
 COUNTY OF MILWAUKEE

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Y. Fisher, a general partner of GOLF RUN PLAZA, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of September, 1997.

[SEAL]

Richard P. Casey
 Notary Public

My commission expires: 6/16/99

STATE OF _____)
) BY
 COUNTY OF _____)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ President of SUN LIFE ASSURANCE COMPANY OF CANADA, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 1997.

[SEAL]

 Notary Public

My commission expires: _____

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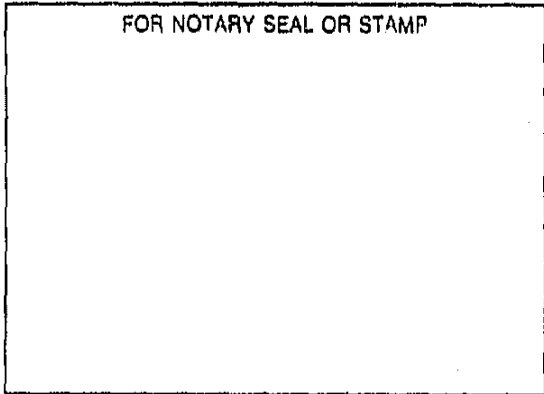
STATE OF CALIFORNIA,

COUNTY OF _____

} s.s.

On _____, before me, _____
a Notary Public in and for said County and State, personally
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature _____

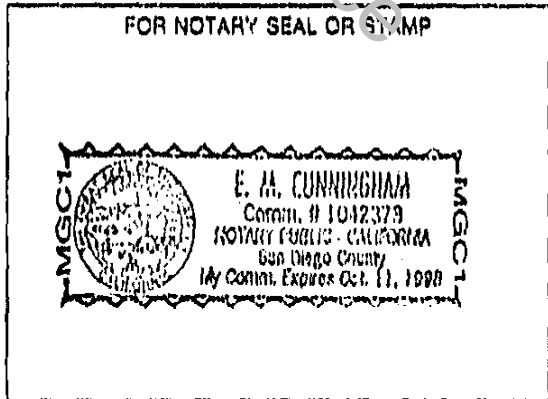
STATE OF CALIFORNIA,

COUNTY OF San Diego

} s.s.

On 9-5-97, before me, E. M. Cunningham
a Notary Public in and for said County and State, personally
appeared Robert Lisberg *

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.~~



WITNESS my hand and official seal.

Signature E. M. Cunningham

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Property of Cook County Clerk's Office

Attached to
with Modification
Cof Rev Plaza
Presby
9/5/97

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STREET ADDRESS:

CITY:

TAX NUMBER:

COUNTY:

LEGAL DESCRIPTION:

LOTS 8 TO 12, BOTH INCLUSIVE, IN ARLINGTON CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25531638 AND REGISTERED AS DOCUMENT NO. LR 3261295, IN COOK COUNTY, ILLINOIS

Pin #: 08-10-302-039-0000
08-10-302-040-0000
08-10-302-041-0000
08-10-302-042-0000
08-10-302-043-0000

Prepared By
Mail To:
Ungaretti & Harris
3500 Three First National Plaza
Chicago, IL 60602
James Lentz

Doc. # 97772141 Page 19 of 19

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11-22-2014