

This Document Prepared By:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive - Suite 1660
Chicago, Illinois 60606
(312) 984-6400

For Recorder's Use Only

**SECOND AMENDMENT TO RECAPTURE AGREEMENT
(CACHEY - SETON PLACE)**

THIS SECOND AMENDMENT, made and entered into this ____ day of _____, 2009, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and MARQUETTE BANK, not personally but as Trustee under Trust Agreement dated July 24, 1992, and known as Trust No. 12779, THEODORE J. CACHEY and T. J. CACHEY BUILDERS, INC., an Illinois corporation (hereinafter collectively referred to as "Owner").

W I T N E S S E T H:

WHEREAS, on December 19, 1994, a certain Recapture Agreement (hereinafter referred to as the "Agreement") between the Village and Owner was executed and was on January 9, 1999, recorded with the Cook County Recorder of Deeds as Document Number 998348923; and

WHEREAS, on October 27, 2004, the Agreement was amended to extend the term of the Agreement by an additional five years with a new expiration date of September 19, 2009; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Real Estate"), consisting of approximately 80.0 acres and is legally described on EXHIBIT A, attached hereto and made a part hereof; and

WHEREAS, Marquette Bank, not personally but as Trustee under Trust Agreement dated July 24, 1992, and known as Trust No. 12779, is the legal titleholder of record of the Real Estate; and

WHEREAS, Village and Owner desire that said Agreement be further amended with respect to the term of the Agreement as set forth in SECTION 6 of the Agreement; and

WHEREAS, the Corporate Authorities of the Village have considered this Second Amendment and have determined that the best interests of the Village will be served by authorizing this Second Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1:

The preambles set forth above are hereby incorporated into and made a part of this Second Amendment.

SECTION 2:

SECTION 6 of said Agreement shall be amended to read as follows:

“SECTION 6:

The term of this Agreement shall extend through and include September 19, 2014, and any extended time that may be agreed upon by amendment, or until such earlier time when the contractual cost of construction, inclusive of engineering fees has been paid in full.”

SECTION 3:

All of the other terms, covenants and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

SECTION 4:

This Second Amendment shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Real Estate, and their assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, as provided in the December 19, 1994 Recapture Agreement.

SECTION 5:

Notwithstanding any provision of this Second Amendment to the contrary, the Owner shall at all times during the term of this Second Amendment remain liable to Village for the faithful performance of all obligations imposed upon Owner by the December 19, 1994, Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations as provided elsewhere in the Agreement, as amended.

SECTION 6:

It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Agreement, as amended, and that a violation of this Second Amendment shall constitute a violation of the Agreement, as amended, as fully as if the violation was a violation of one of the

original terms of the Agreement. Also, regardless of whether the Owner is in default hereunder, nothing herein shall be construed to excuse the Owner from any or all of their obligations under the Agreement except as specifically set forth herein.

SECTION 7:

Failure of any party to this Second Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION 8:

A copy of this Second Amendment or a memorandum of this Second Amendment shall be recorded in the office of the Cook County Recorder of Deeds by the Village.

SECTION 9:

The officers of the Owner executing this Second Amendment warrant that they have been lawfully authorized by their Board of Directors to execute this Second Amendment on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Second Amendment. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Second Amendment on behalf of the respective entities.

SECTION 10:

This Second Amendment may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 11:

This Second Amendment shall be signed last by the Village, and the President of the Village shall affix the date on which he signs this Second Amendment on page 1 hereof, which date shall be the effective date of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority in each vested according to law and pursuant to duly enacted ordinances and resolutions of the Corporate

Authorities or Board of Directors, respectively, have hereunto caused this document to be signed by its duly authorized officers and the corporate seals to be properly affixed hereto.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:

MARQUETTE BANK, not personally but
as Trustee under Trust Agreement dated
July 24, 1992, and known as Trust
No. 12779

By: _____
Trust Officer

THEODORE J. CACHEY

T. J. CACHEY BUILDERS, INC.

By: _____
Officer

ATTEST:

By: _____
Secretary

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. McLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2009.

Notary Public

Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____ of the MARQUETTE BANK, as Trustee under Trust Agreement dated July 24, 1992, and known as Trust Number 12779, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said _____'s own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2009.

Notary Public

Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named THEODORE J. CACHEY, 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 for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2009.

Notary Public

Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____ personally known to me to be the _____ and _____ of T. J. CACHEY BUILDERS, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____'s 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 official seal, this _____ day of _____, 2009.

Notary Public

Commission expires: _____