



THIS INSTRUMENT WAS
PREPARED BY, AND AFTER
RECORDING, RETURN TO



James M. Teper, Esq.
Shefsky & Froelich Ltd.
444 N. Michigan Avenue
Suite 2500
Chicago, Illinois 60611

**FIRST AMENDMENT TO LOAN DOCUMENTS
AND ASSUMPTION AGREEMENT**

THIS FIRST AMENDMENT TO LOAN DOCUMENTS AND ASSUMPTION AGREEMENT ("Amendment") is made and entered into as of the 4th day of September, 2001, by and among **PARKWAY BANK & TRUST COMPANY** (f/k/a Jefferson State Bank), not personally, but as Trustee under Trust Agreement dated June 18, 1984, and known as Trust Number 1237 ("Trustee"), **LINCOLN PARK HOTELS, INC.**, an Illinois corporation ("Lincoln"), **1800 N. LINCOLN, LLC**, an Illinois limited liability company ("Borrower"), **RICHARD ERLICH** ("Guarantor") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Lender"). Trustee and Lincoln are hereinafter collectively referred to as the "Initial Borrower."

RECITALS

A. As of the date hereof, Initial Borrower is indebted to Lender in the principal sum of Ten Million Three Hundred One Thousand Seven Hundred Forty-Four and 58/100 Dollars (\$10,301,744.58) ("Loan"), which indebtedness is evidenced by that certain Promissory Note ("Note") dated as of October 21, 1999, executed by Initial Borrower in the original principal amount of Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00).

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

9900 29513 NL / 469792

TICOR TITLE INSURANCE

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- (i) Mortgage dated October 21, 1999, executed by Trustee in favor of Lender and recorded in the Recorder's Office of Cook County, Illinois as Document No. 09014135 ("Mortgage");
- (ii) Assignment of Leases and Rents dated October 21, 1999, executed by Trustee, Lincoln and Guarantor in favor of Lender and recorded in the Recorder's Office of Cook County, Illinois as Document No. 09014136 ("Assignment of Rents");
- (iii) Security Agreement dated October 21, 1999, by and among Lincoln, Guarantor and Lender ("Security Agreement");
- (iv) Security Agreement (Accounts - Hotel Rentals) dated October 21, 1999, by and among Lincoln, Guarantor and Lender ("Hotel Revenue Security Agreement");
- (v) UCC-1 Financing Statements and UCC-2 Financing Statements executed by Trustee, Lincoln and Guarantor in favor of Lender ("UCC Financing Statements");
- (vi) Stock Pledge Agreement dated October 21, 1999, from Guarantor in favor of Lender ("Stock Pledge");
- (vii) Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of October 21, 1999, by and among Trustee, Guarantor and Lender ("Collateral ABI");
- (viii) Environmental Indemnity Agreement dated October 21, 1999, executed by Lincoln and Guarantor in favor of Lender ("Environmental Indemnity Agreement"); and
- (ix) Guaranty of Payment dated October 21, 1999, from Guarantor to and in favor of Lender ("Guaranty").

The Note, Mortgage, Assignment of Rents, Security Agreement, Hotel Revenue Security Agreement, UCC Financing Statements, Stock Pledge, Collateral ABI, Environmental Indemnity Agreement and Guaranty, together with all other documents evidencing or securing the Loan including this Amendment, are sometimes hereinafter collectively referred to as the "Loan Documents."

C. The Mortgage, as amended hereby, constitutes a valid first lien on the real property described on Exhibit A attached hereto and made a part hereof ("Property").

D. Initial Borrower has requested that Lender consent to the transfer of the Trustee's interest in the Property to the Borrower and to modify the Loan as provided in this Amendment.

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E. Lender is willing to enter into this Amendment provided that: (a) the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said liens had immediately prior to the execution and delivery of this Amendment; (b) no such amendment or modification shall constitute a waiver by Lender of any default by Initial Borrower, Borrower or Guarantor under any of the Loan Documents; and (c) the Initial Borrower, Borrower and Guarantor comply with and fulfill all of their obligations and requirements set forth herein.

F. In consideration of Lender's consent to the transfer of Trustee's interest in the Property to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower has agreed to assume all of the liabilities, obligations and indebtedness of the Trustee evidenced by the Note, Mortgage and the other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee, Lincoln, Borrower, Guarantor and Lender hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.

2. Assumption of Loan. Borrower hereby unconditionally and irrevocably assumes the obligations of Trustee under the Note, Mortgage and the other Loan Documents, and hereby covenants to Lender and agrees as follows: (a) to pay all of the indebtedness now or hereafter owing under the Note, Mortgage and the other Loan Documents, as the same may be modified from time to time, at the times, in the manner and in all respects as therein provided; (b) to perform and fulfill each and all of the covenants, agreements and obligations of Trustee in the Note, Mortgage and the other Loan Documents, as the same may be modified from time to time, to be performed and fulfilled by Trustee, at the time, in the manner and in all respects as therein provided; and (c) to be bound by each and all of the terms, covenants, conditions and provisions of the Note, Mortgage and the other Loan Documents, as the same may be modified from time to time, and to be liable for all obligations, liabilities and indebtedness thereunder as though the Note, Mortgage and the other Loan Documents, as the same may be modified from time to time, had originally been made, executed and delivered by Borrower.

3. No Impairment of Lien or Indebtedness. Lender is willing to enter into this Amendment and hereby consents to the transfer of the Trustee's interest in the Property to Borrower and the assumption of the Loan as set forth in Paragraph 2 above, only under the following conditions: (a) that all of the real and personal property described in the Mortgage and the other Loan Documents shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents; (b) that nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty

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of title in, or conveyance effected by the Mortgage and the other Loan Documents, or the priority thereof over other liens, charges, encumbrances or conveyances; (c) that nothing herein contained, and nothing done pursuant hereto, shall or be construed to release, affect, impair, discharge or abrogate the obligation, liability or indebtedness of Trustee, Lincoln, Guarantor, or any other party whomsoever who may now or hereafter be liable under or on account of the Note, Mortgage, or other Loan Documents or to constitute a novation or an accord and satisfaction of the unpaid portion of the indebtedness, liabilities or obligations evidenced and secured by the Loan Documents; and (d) that nothing herein contained, and nothing done pursuant hereto, shall or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

4. Representations and Warranties. Borrower and Lincoln hereby represent and warrant to Lender as follows:

- (a) The recitals set forth above are true and correct in their entirety.
- (b) Borrower is and shall at all times remain the fee simple owner of the Property.
- (c) Borrower has and shall at all times have full right, capacity, power and authority to conduct its business as presently conducted and to execute, deliver, adopt, ratify, assume and perform the terms, covenants, obligations and provisions of this Amendment, the Note, the Mortgage, and the other Loan Documents, and any other documents or instruments executed and delivered pursuant to this Amendment or in connection with the Property and the Loan, including to develop real property, borrow funds, guarantee debts, and mortgage and grant security interests in its property as contemplated by this Amendment in connection with the Property.
- (d) The execution, delivery, adoption, ratification, assumption, and performance of this Amendment, the Note, the Mortgage, and the other Loan Documents and all other documents and instruments required pursuant to this Amendment or entered in connection with the Property or the Loan have been duly authorized by all necessary corporate and/or partnership action of Borrower and this Amendment, the other Loan Documents and all other documents and instruments required pursuant to this Amendment or entered in connection with the Property or the Loan constitute the duly authorized, valid and legally binding obligations of Borrower, are enforceable in accordance with their respective terms, and are not subject to any defense or right of offset whatsoever.
- (e) The execution, delivery, adoption, ratification, assumption, and performance of this Amendment, the other Loan Documents and any other

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documents or instruments required of Borrower, pursuant to this Amendment or entered in connection with the Property or the Loan do not and will not: (i) violate any provisions of law or any applicable regulation, rule, order, writ, injunction or decree of any court or governmental authority, or (ii) conflict, be inconsistent with, or result in any breach or default of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which the Borrower, may be bound or to which the Property may be subject. Furthermore, Borrower is not, and shall at no time be, in default under any contract or agreement relating to the Property to which it is a party, the effect of which would materially and adversely affect the performance by it of its obligations with respect to the Property or the Loan.

5. Modification of Mortgage. The terms and provisions of the Mortgage are hereby amended and modified to provide as follows:

(i) The outstanding principal balance on the Note as of the date hereof is \$10,301,744.58.

(ii) The following is hereby added at the end of Paragraph 14 of the Mortgage:

"14.10. Borrower represents and warrants that:

14.10.1. Borrower is the record owner of the Premises;

14.10.2. Borrower's chief executive office is located in the State of Illinois;

14.10.3. Borrower's state of formation is the State of Illinois;

14.10.4. Borrower's exact legal name is 1800 N. Lincoln, LLC; and

14.10.5. Borrower's organizational identification number is 0058733-8.

14.11. Borrower agrees that:

14.11.1. Lender is authorized to file a financing statement describing the Collateral;

14.11.2. Where Collateral is in possession of a third party, Borrower will join with the Lender in notifying the third party of the Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender;

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14.11.3. Borrower will cooperate with the Lender in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

14.11.4. Until the Indebtedness is paid in full, Borrower will not change the state where it is located or change its corporate company name without giving the Lender at least 30 days' prior written notice in each instance."

(iii) The following is hereby added to the Mortgage:

"16.8 A default or event of default by Borrower, Lincoln or Guarantor under that certain loan in the original principal amount of \$3,000,000.00 from Lender to Borrower and Lincoln and evidenced by a second mortgage on the Property."

6. Modification of Security Agreement. The following is added at the end of Section 2 of the Security Agreement:

"Lincoln represents and warrants that:

- i. Lincoln's chief executive office is located in the State of Illinois;
- ii. Lincoln's state of incorporation is the State of Illinois;
- iii. Lincoln's exact legal name is Lincoln Park Hotels, Inc.; and
- iv. Lincoln's organizational identification number is 5805-509-3.

Lincoln agrees that:

- i. Secured Party is authorized to file a financing statement describing the Collateral;
- ii. Where Collateral is in possession of a third party, Lincoln will join with the Secured Party in notifying the third party of the Secured Party's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party;
- iii. Lincoln will cooperate with the Secured Party in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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- iv. Until the Indebtedness is paid in full, Lincoln will not change the state where it is located or change its corporate company name without giving the Secured Party at least 30 days prior written notice in each instance."

7. Modification of Loan Documents. The terms and provisions of each of the Loan Documents are hereby amended and modified to provide that the outstanding principal balance on the Note as of the date hereof is \$10,301,744.58.

8. Reaffirmation of Note and other Loan Documents. Borrower, Lincoln and Guarantor hereby acknowledge and reaffirm their respective obligations under the Note and the other Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower, Lincoln and Guarantor in accordance with the terms of the Note and the other Loan Documents as modified and amended by this Amendment subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower, Lincoln or Guarantor of their respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's, Lincoln's and Guarantor's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Amendment.

9. Reaffirmation of Representations and Warranties. Borrower, Lincoln and Guarantor hereby acknowledge and reaffirm that all the representations and warranties of Borrower, Lincoln and Guarantor as stated in the Loan Documents are true and correct as of the date hereof.

10. Title Insurance and Recording. As a condition precedent to Lender's agreement to modify the Note, Mortgage and the other Loan Documents in accordance with the terms of this Amendment, Borrower shall: (i) cause this Amendment to be promptly recorded with the Recorder's Office of Cook County, Illinois, and (ii) provide Lender with a date down endorsement, satisfactory to Lender, to Lender's policy of title insurance on the Property.

11. Expenses. Borrower and Lincoln shall be responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Amendment, including, without limitation, attorneys' fees and costs and recording fees.

12. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Amendment and the documents and instruments executed and delivered pursuant to this Amendment, and shall survive and not be

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merged into the execution and delivery of this Amendment or any of the documents and instruments to be executed pursuant to this Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Amendment; (ii) Loan Documents, as modified by this Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this Amendment.

13. Release of Claims. Borrower, Trustee, Lincoln and Guarantor acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower, Trustee, Lincoln and Guarantor hereby release and hold Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower may have had or currently has against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

14. No Third Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Lender and Borrower, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

15. Conflicts. The provisions of this Amendment shall govern and control in the event of any conflict between this Amendment and the provisions of any of the Loan Documents.

16. Entire Agreement. Except as expressly set forth herein, this Amendment and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

17. Successors and Assigns; Assignability. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower, Lincoln and Guarantor may not assign their rights under the Loan Documents or this Amendment.

18. Effect of Amendment. Except as specifically amended or modified by the terms of this Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to, or extensions of the Loan.

19. Governing Law. This Agreement shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

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20. Captions. The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment.

21. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Amendment, Lender shall be entitled to recover from Borrower and Lincoln the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.

22. Further Assurances. Trustee, Borrower, Lincoln and the Guarantor agree to execute from time to time, any and all documents reasonably requested by the Lender to carry out the intent of the Loan Documents as modified by this Amendment.

23. Effective Date of This Amendment. The parties hereto acknowledge and agree that the terms and provisions of this Amendment shall be effective as of the date hereof.

24. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

25. Exculpation of Trustee. This Amendment is executed by Parkway Bank & Trust Company, not personally, but as trustee as aforesaid, and the exercise and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by every person now or hereafter claiming any right hereunder, that nothing contained herein shall be construed as creating any liability on trustee personally to pay the Note or any interest that may accrue thereon, or any


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other indebtedness accruing hereunder or under any of the Loan Documents, or to perform any warranties, indemnities, undertakings, agreements or covenants either expressed or implied herein contained, all such liabilities, if any, being expressly waived.

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

TRUSTEE:

PARKWAY BANK & TRUST COMPANY
(f/k/a Jefferson State Bank), not personally,
but as Trustee under Trust Agreement dated
June 18, 1984, and known as Trust Number
1237

By: 
Name: Diane Y. Perzycki
Title: Vice President Trust Officer

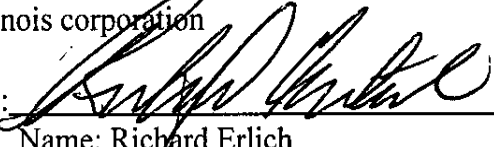
LENDER:

**LASALLE BANK NATIONAL
ASSOCIATION**, a national banking
association

By: _____
Name: _____
Title: _____

LINCOLN:

LINCOLN PARK HOTELS, INC., an
Illinois corporation

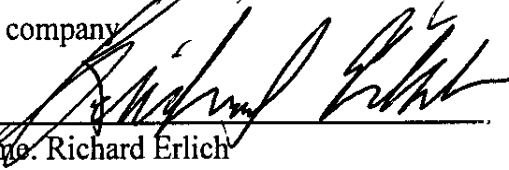
By: 
Name: Richard Erlich
Title: President

GUARANTOR:


RICHARD ERLICH

BORROWER:

1800 N. LINCOLN, LLC, an Illinois limited
liability company

By: 
Name: Richard Erlich
Title: Sole Member

This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1237. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co., is hereby expressly waived by the parties hereto and their respective successors and assigns.

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, *The undersigned*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Diane Y. Peszynski, the ~~Vice President Trust Officer~~ President of PARKWAY BANK & TRUST COMPANY (f/k/a Jefferson State Bank), personally known to me to be the same person whose name is subscribed in the foregoing instrument as such ~~Vice President Trust Officer~~ President, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 04th day of September, 2001.

Luba Kohn
Notary Public

My commission expires: _____



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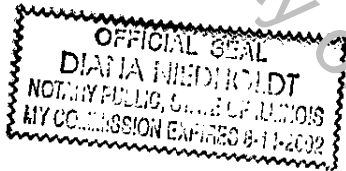
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diana Nudholdt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **RICHARD ERLICH**, the President of **LINCOLN PARK HOTELS, INC.**, an Illinois corporation, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of September, 2001.



Diana Nudholdt
Notary Public

My commission expires: 8-14-02

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, a _____ of **LASALLE BANK NATIONAL ASSOCIATION**, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such _____, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this _____ day of September, 2001.

Notary Public

My commission expires: _____

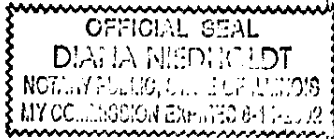
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Diana Nudholdt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **RICHARD ERLICH**, the sole member of **1800 N. LINCOLN, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such sole member, 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 limited liability company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of September, 2001.



Diana Nudholdt
Notary Public

My commission expires: 8-14-02

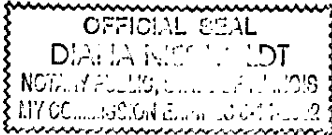
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diana Niedholdt, a Notary Public in and for said County, in the State aforesaid, in the State aforesaid, do hereby certify that **RICHARD ERLICH**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of September, 2001.



Diana Niedholdt
Notary Public

My commission expires: 8-14-02

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN ASSESSORS' SECOND DIVISION OF BLOCK 47 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT TRACT OR PARCEL OF LAND LYING EAST OF AND ADJOINING SAID LOTS 1 AND 2 AND WEST OF THE WEST LINE OF CLARK STREET, AS ESTABLISHED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON OCTOBER 11, 1875 AND APPROVED ON OCTOBER 15, 1875, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1816 NORTH CLARK STREET
CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 14 32-411-001-0000

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