

UNOFFICIAL COPY

0020298491

2484/0009 21 001 Page 1 of 15  
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Cook County Recorder 49.00



SECOND MODIFICATION  
OF MORTGAGE NOTE,  
MORTGAGE, SECURITY  
AGREEMENT,  
ASSIGNMENT OF RENTS  
AND FINANCING  
STATEMENT, AND  
RELATED LOAN  
DOCUMENTS

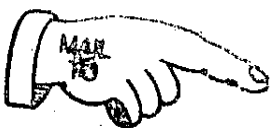
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This Second Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of February 1, 2002 by and among Pedro A. Galva ("Galva"), Capitol Bank and Trust, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated May 28, 1992 and known as Trust Number 2331 ("Trustee") (Trustee and Galva being hereinafter collectively referred to as "Borrowers" or "Obligors") and Capital Bank and Trust n/k/a Banco Popular North America (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Trustee and Galva executed and delivered to Lender a certain Mortgage Note dated November 28, 1994 payable to the order of Lender in the principal amount of One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00), (hereinafter referred to as the "Existing Note"); and

WHEREAS, the Existing Note is secured, inter alia, by (i) that certain Mortgage, Security Agreement, Assignment of Rents and Financing Statement dated November 28, 1994, made by Trustee and Galva, as mortgagor and debtor, to Lender, as mortgagee and creditor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 5, 1994 as Document No. 04015996 (hereinafter referred to as the "Mortgage") and encumbering the property (hereinafter referred to as the "Mortgaged Property") legally described on Exhibit A, which is attached hereto and made a part hereof, (ii) that certain Collateral Assignment of Beneficial Interest dated November 21, 1994 and



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executed by Pedro A. Galva as beneficiary of Capitol Bank and Trust Land Trust No. 2331 (hereinafter referred to as the "ABI"); (the Existing Note, Mortgage, ABI and any and all other loan and/or security documents executed in connection therewith or herewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, the parties hereto previously amended the Loan Documents to, among other thing, (1) increase the principal amount of the Existing Note from the principal balance outstanding as of December 1, 1999 to the sum of One Million Twenty Five Thousand Four Hundred Sixty Four and 25/100 Dollars (\$1,025,464.25); (2) to provide for a change in the interest rate and maturity date of the Existing Note; and (3) to modify the payments under the Existing Note in accordance with the increase in the principal balance and the change in the interest rate; pursuant to and in accordance with the terms of that certain Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents dated December 1, 1999 and executed by the parties hereto; and

WHEREAS, the parties hereto desire to further amend the Loan Documents to, among other things, provide for a change in the interest rate and maturity date of the Existing Note.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligors and Lender do hereby agree as follows:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **AMENDMENT OF EXISTING NOTE.** The Existing Note is hereby amended as follows:
  - 2.1 The parties hereto agree and acknowledge that the current outstanding principal balance of the Existing Note, as of the date hereof and prior to application of the payment due on February 1, 2002, is \$947,250.76.
  - 2.2 Paragraph 2A of the Existing Note is hereby amended by deleting same in its entirety and substituting in lieu therefore the following:
    - A. **Interest Rate.** Interest shall accrue on the outstanding principal balance from December 1, 1999 through and until January 31, 2002 at the annual rate of Eight and One Quarter percent (8.25%). Commencing on February 1, 2002 and continuing until the date all sums due hereunder are repaid in full, interest shall accrue on the outstanding principal balance at the annual rate of Six and Three Quarters percent (6.75%).

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2.3. Paragraph 2B of the Existing Note is hereby amended by deleting same in its entirety and substituting in lieu therefore the following:

B. Monthly Payments. On January 1, 2000 and on the first day of each calendar month for fifty eight (58) months thereafter, Makers shall make principal and interest payments in the amount of Ten Thousand Sixteen and 43/100 Dollars (\$10,016.43). Except in the event of a Default (as hereinafter defined) hereunder, in which event Lender may apply any payments received in such priority as it may elect, Lender shall apply payments received first to interest and then to the reduction of principal.

2.4. Paragraph 2C of the Existing Note is hereby amended by deleting same in its entirety and substituting in lieu therefore the following:

C. Maturity Date. All unpaid principal and accrued interest thereon shall be due and payable on December 1, 2006 (the "Maturity Date").

2.5. Paragraph 10 of the Existing Note is hereby amended by deleting same in its entirety and substituting in lieu therefore the following:

10. NOTICE. All notices required herein shall be in writing and shall be deemed given when personally delivered or delivered by overnight courier, or on the second business day after being deposited in the United States mail, registered or certified, postage prepaid, addressed as set forth below, or at such other address as a party may have designated in writing to all other parties:

If to Lender: Banco Popular North America  
4801 West Fullerton  
Chicago, Illinois 60639  
Attn: David Ryan

If to Makers: Pedro A. Galva  
c/o Assurance Corp. Technical Institute  
1520 West Division Street  
Chicago, Illinois 60622

Banco Popular North America  
f/k/a Capitol Bank and Trust  
8383 West Belmont  
River Grove, Illinois 60171  
Attn: Land Trust Department.

2.6 All references in the Existing Note to December 1, 2004 as and for the Maturity Date are hereby deleted and substituted in lieu thereof are corresponding references to December 1, 2006 as and for the Maturity Date.

2.7 Makers acknowledge and agree that the prepayment premium set forth in Section 2G of the Existing Note shall extend for the next three succeeding Loan Years with the first such Loan year commencing on

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February 1, 2002.

2.8 Except as specifically set forth to the contrary hereinabove, the Existing Note remains unmodified and in full force and effect.

3. **AMENDMENT OF MORTGAGE.** The Mortgage is hereby amended as follows:

3.1 All references in the Mortgage to the Note shall be deemed to be references collectively to the Existing Note as modified hereby.

3.2 The first paragraph of the Mortgage is hereby amended by deleting same in its entirety and substituting in lieu thereof the following:

THIS MORTGAGE, is made on the 28th day of November, 1994, and amended on the 1st day of December, 1999 pursuant to and in accordance with the terms of that certain Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents dated as of December 1, 1999, and further amended on the 1st day of February, 2002 pursuant to and in accordance with the terms of that certain Second Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents dated as of February 1, 2002 by Capitol Bank and Trust n/k/a Banco Popular North America, as Trustee under Trust Agreement dated May 28, 1992 and known as Trust No. 2331 ("Land Trustee") and Pedro A. Galva ("Galva") in favor of CAPITOL BANK AND TRUST n/k/a BANCO POPULAR NORTH AMERICA, having its principal place of business at 4801 West Fullerton, Chicago, Illinois 60639 (hereinafter referred to as ("Mortgagee")). (Land Trustee and Galva shall sometimes hereinafter be referred to individually as a "Mortgagor" and collectively as "Mortgagors").

3.3 The first paragraph of the recitals of the Mortgage, constituting the second paragraph on page one of the Mortgage, is hereby amended by deleting same in its entirety and substituting in lieu thereof the following:

WHEREAS, Mortgagors are justly indebted to Mortgagee on a certain loan in the principal amount of One Million Twenty Five Thousand Four Hundred Sixty Four and 25/100 Dollars (\$1,025,464.25) and interest thereon evidenced by that certain Mortgage Note of even date herewith, as said Note is amended pursuant to and in accordance with the terms of that certain Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents dated as of December 1, 1999, and as said Note is further amended pursuant to and in accordance with the terms of that certain Second Modification of Mortgage Note, Mortgage, Security Agreement, Assignment of Rents and Financing Statements and Related Loan Documents dated as of February 1, 2002, made by Mortgagors to the order of, and delivered to, Mortgagee (as amended as set forth hereinabove hereinafter referred to as the "Note").

3.4 Paragraph 29(c) of the Mortgage is hereby amended by deleting same in its entirety and substituting in lieu thereof the following:

(c) **Financing Statement.** This Mortgage is intended to be a financing statement within the purview of Section 9-402(b) of the Illinois Uniform Commercial Code with respect to the Collateral. The addresses of the Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set:

Address of Mortgagee: Banco Popular North America

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4801 West Fullerton  
Chicago, Illinois 60639  
Attn: David Ryan

Address of Mortgagor: Pedro A. Galva  
c/o Assurance Corp. Technical Institute  
1520 West Division Street  
Chicago, Illinois 60622

Banco Popular North America  
f/k/a Capitol Bank and Trust  
8383 West Belmont  
River Grove, Illinois 60171  
Attn: Land Trust Department.

This Mortgage is to be filed for record with the Recorder of Deeds of the county where the Premises are located. Mortgagor is the record owner of the Premises.

3.5 Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

4. **AMENDMENT OF ABI** The ABI is hereby amended as follows:

4.1 All references in the ABI to the Note or Mortgage shall be deemed to be references collectively to the Existing Note or Mortgage respectively as modified hereby.

4.2 Paragraph 14 of the ABI is hereby amended by deleting same in its entirety and substituting in lieu therefore the following:

10. **Notices.** Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2nd) business day after being deposited in the United States mail, registered or certified, postage prepaid, addressed as set forth below, or at such other place as a party may have designated in writing to all other parties:

To Assignee: Banco Popular North America  
4801 West Fullerton  
Chicago, Illinois 60639  
Attn: David Ryan

To Assignor: Pedro A. Galva  
c/o Assurance Corp. Technical Institute  
1520 West Division Street  
Chicago, Illinois 60622

To the Land Trustee: Banco Popular North America  
f/k/a Capitol Bank and Trust  
8383 West Belmont  
River Grove, Illinois 60171

Attn: Land Trust Department.

4.3 Except as specifically set forth to the contrary hereinabove, the ABI remains unmodified and in full force and effect.

5. **AMENDMENT OF ADDITIONAL LOAN DOCUMENTS.** All remaining loan documents not specifically set forth above are hereby amended as follows:

5.1 All references therein to the Note, Mortgage and ABI shall be deemed to be references to the Note, Mortgage and ABI as modified hereby.

5.2 Except as specifically set forth to the contrary hereinabove, the Loan Documents remain unmodified and in full force and effect.

6. **REPRESENTATIONS AND WARRANTIES.** Galva and Trustee hereby confirm and remake all representations and warranties set forth in the Loan Documents.

7. **ADDITIONAL PROVISIONS.** This Agreement shall be effective only upon:

(a) Delivery by Galva to Lender of satisfactory evidence insuring the continued validity and priority of the Loan Documents, as herein amended, and the continued validity and priority of the Security Interests created thereby including, but not limited to delivery by Galva to Lender of a satisfactory Date Down Endorsement to the existing Mortgagee's title insurance policy issued by Intercounty Title Company of Illinois with respect to the Mortgage, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policies and such matters as are approved by Lender), confirming all previous endorsements thereto, if any, and extending the effective date of the policy through the date of recording of this Agreement.

(b) Execution by Galva and Trustee of any and all Certificates, Financing Statements, Instruments, Assignments, Notices and documents as may be required or as may be deemed and determined by Lender, in its sole discretion, to be necessary in order to perfect and complete Lender's Security Interest in accordance with the Loan Documents as amended hereby.

(c) Payment by Galva and Trustee to Lender, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Lender for attorneys' fees, recording expenses,

filing fees, title expenses, title insurance fees, title insurance endorsement fees, and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by Borrower with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 7 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law.

(d) The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

(e) Payment by Obligors to Lender of a closing fee in the amount of \$9,472.51.

8. **REMAINING PROVISIONS IN EFFECT.** Except as amended by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect.

9. **EFFECTIVENESS.** This Agreement shall be effective as of the date hereof subject to the provisions of Paragraph 7 hereof.

10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligor and Lender have contributed substantially and materially to the preparation of this Agreement.

12. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

13. **ENTIRE AGREEMENT.** Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous agreements and understandings of Obligors and Lender.

14. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives and administrators.

15. **RATIFICATION; AUTHORITY.** Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Obligors represent to Lender that there is no other ownership interest, lien, or other interest, now outstanding against the Mortgaged Property other than the lien of the Loan Documents; and that the lien of Lender on the Mortgaged Property is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on said Mortgaged Property, enjoying the same or superior priority with respect to other claims upon said Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against Obligors.

16. **DEFAULTS.** The occurrence of any one or more of the following shall constitute a Default under this Agreement.

(a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of any misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;

(b) the breach or violation of any term, covenant, or condition contained in this Agreement; or

(c) any other default, not timely cured within any applicable cure or grace period, under any of the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

17. **TERMINATION.** Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.

18. **PRIORITY OF MORTGAGE.** The Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgage, as herein amended, or the priority



thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents as herein amended.

19. **CONSENT TO AMENDMENT.** Obligors acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them and that they have had the full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, they are relying on no other representations, either written or oral, or express or implied, made to them.

20. **NO DEFENSES; RELEASE.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

21. **COUNTERPARTS.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

22. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Agreement shall

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bear the same respective definitions herein as they bear in the Loan Documents, as herein amended.

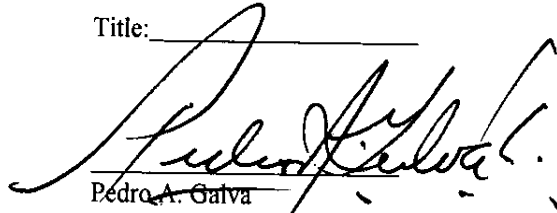
IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Capitol Bank and Trust, n/k/a Banco Popular North America, not personally but as Trustee as aforesaid

**SEE RIDER ATTACHED HERETO  
AND BY THIS REFERENCE**

By: \_\_\_\_\_ **MADE A PART HEREOF**

Title: \_\_\_\_\_

  
Pedro A. Galva

Capitol Bank and Trust n/k/a Banco Popular North America

By: 

Title: **VICE PRESIDENT**

This Document Prepared By  
and Return To:  
**Bruce W. Craig**  
**Banco Popular North America**  
**4801 W. Fullerton Avenue**  
**Chicago, Illinois 60639**



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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, JULIETA ROUS, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT JAMES DONOVAN, VICE PRESIDENT of Capitol Bank and Trust, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated May 28, 1992 and known as Trust Number 2331 and LAUREL D THORPE of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY 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 VICE PRESIDENT then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as HIS own free and voluntary act and the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of FEB, 2002

Julieta Rous  
Notary Public

My Commission Expires:

12/02/02



ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

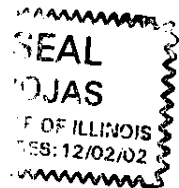
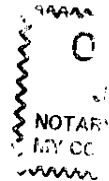
On this 25<sup>th</sup> day of FEB, 2002 before me, a Notary Public in and for said County and State, appeared DAVID S. RYAN, to me known to be the person who subscribed the name of CAPITOL BANK AND TRUST n/k/a BANCO POPULAR NORTH AMERICA, to the foregoing instrument as its VICE PRESIDENT who, being by me duly sworn, did state that he/she is the VICE PRESIDENT of said bank and that said instrument was signed and delivered by him/her on behalf of said bank by authority of its Board of Directors, and said VICE PRESIDENT acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

12/02/02



ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

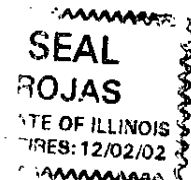
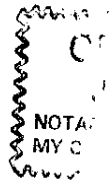
On this 25<sup>th</sup> day of FEB, 2002 before me, a Notary Public in and for said County and State, appeared Pedro A. Galva to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

10/02/02



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EXHIBIT "A"  
THE MORTGAGED PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

LOTS 27, 28, 29, AND 30 IN ECHOLS AND DICKERSON SUBDIVISION OF BLOCK 12 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.:

17-05-116-102-0000

COMMONLY KNOWN AS: 1514-20 West Division Street, Chicago, Illinois

PARCEL 2:

THE WEST 50 FEET OF THE SOUTH 125 FEET OF SUB BLOCK 7 IN BLOCK 7 IN SUPERIOR COURT PARTITION OF BLOCKS 2, 4, 7 AND THE WEST 1/2 OF BLOCK 3 AND THE SOUTH 1/2 OF BLOCK 8 IN COCHRAN AND OTHER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.:

17-06-434-018-0000

17-06-434-019-0000

COMMONLY KNOWN AS: 1922-24 West Chicago Avenue, Chicago, Illinois

**EXHIBIT "A"**  
**THE MORTGAGED PROPERTY**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOTS 27, 28, 29, AND 30 IN ECHOLS AND DICKERSON SUBDIVISION OF BLOCK 12 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PERMANENT INDEX NOS.:**

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**PERMANENT INDEX NOS.:**

17-06-434-018-0000

17-06-434-019-0000

**COMMONLY KNOWN AS:** 1922-24 West Chicago Avenue, Chicago, Illinois