

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Aaron B. Zarkowsky, Esq..



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FIRST MODIFICATION OF LOAN DOCUMENTS

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THIS FIRST MODIFICATION OF LOAN DOCUMENTS ("Agreement") is made as of the 26th day of March, 2003, by and among WRIGHTWOOD II, L.L.C., an Illinois limited liability company and WRIGHTWOOD III, L.L.C., an Illinois limited liability company (together "Borrower"), Donal P. Barry, Sr., Donal P. Barry, Jr., Sean T. Barry, Margaret H. Barry, and James W. Purcell (collectively "Guarantor"), B.J.B. Partners, L.L.C., an Illinois limited liability company ("BJB") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Twenty-Five Million Six Hundred Thousand and no/100 Dollars (\$25,600,000) as evidenced by a Mortgage Note dated February 22, 2002, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Financing Statement dated February 22, 2002 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois ("Recorder's Office") on March 1, 2002, as Document No. 0020244455 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated February 22, 2002, from Borrower to Lender and recorded in the Recorder's Office on March 1, 2002, as Document No. 0020244456 ("Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated February 22, 2002, from Borrower and Guarantor to Lender ("Indemnity Agreement"); (iv) that certain Security Agreement dated February 22, 2002, from Borrower to Lender ("Security Agreement"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Security

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Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty dated February 22, 2002, from Guarantor to Lender ("Guaranty") and a Guaranty of Completion dated February 22, 2002, from BJB to Lender ("Guaranty of Completion").

D. Borrower desires to amend the Loan Documents in order to increase the outstanding principal balance of the Note and to make certain other changes to the Loan Documents.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification with the intent that Lender may rely upon the matters therein recited as representations and warranties of Borrower and Guarantor), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Note.

1.1 Loan amount. Paragraph A on page one (1) of the Note is amended by (i) deleting the number "\$25,600,000.00," and (ii) replacing therewith the number "\$27,862,500." Any reference in the Note or any other Loan Document to the Loan shall mean \$27,862,500.

1.2 Maturity Date. The Maturity Date of the Note is extended to December 31, 2009. Any reference in the Note or any other Loan Document to the Maturity Date shall mean December 31, 2009.

1.3 Payment Dates. The Paragraph on page 3 of the Note beginning "Interest only on the principal amount" is (i) amended in its entirety; and (ii) replaced with the following:

Payment Terms. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) Commencing on April 5, 2002 and on the fifth (5th) day of each month thereafter through and including August 5, 2004, interest accrued on the Prime Rate Loans shall be due and payable. Interest on each Eurodollar Loans shall be paid in arrears on the fifth (5th) day of each month. Interest accrued on any Eurodollar Loan as of the date of termination, breakage or other disposition shall be due and payable in full on the date of such termination, breakage or disposition.

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(b) Commencing on September 5, 2004 and on the of the fifth (5th) day of each month thereafter through and including the month in which the Maturity Date occurs, payments of principal in the amount of Thirty-One Thousand Four Hundred Seventy and no/100 Dollars (\$31,470) plus accrued and unpaid interest on the outstanding principal balance of the Loan shall be due and payable.

(c) The unpaid principal balance of this Note in the approximate amount of Twenty-Five Million Eight Hundred Sixteen Thousand Nine Hundred Forty-Two and no/100 Dollars (\$25,816,942) if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any other Loan Document (as hereinafter defined), shall be due and payable in full on the Maturity Date."

1.4 Interest.

1.4.1 Paragraph B of the Note is (i) amended in its entirety and (ii) replaced with the following:

"B. "Interest Period" or "Interest Periods" shall mean, with respect to Eurodollar Loans, the one (1), two (2) or three (3) month period, or such other period as may be agreed to by Bank and Borrower, during which the Libor Based Rate will be in effect. Borrower shall irrevocably request, in writing, a Libor Based Rate Portion no later than 2:00 p.m. Chicago time three (3) Business Days prior to the date on which the London Inter-Bank Offered Rate will be set, as specified below. If the first election for a Libor Based Rate Portion is made such that the Interest Period shall commence on any day other than the first Business Day of a month, then the initial Interest Period shall end on the last day of the month in which such election is made and the Portion for such partial month shall bear interest at a short term LIBOR Based Rate. In any event the first day of the Interest Period must be a day on which Bank is open for business in Chicago, Illinois (a "Business Day") and banks are open in London, England and dealing in offshore United States dollars. The last day of the Interest Period and the actual number of days during the Interest Period will be determined by Bank using the practices of the London inter-bank market."

1.4.2 Paragraph C of the Note is (i) amended in its entirety and (ii) replaced with the following:

"C. "LIBOR" means the interest rate determined by the following formula, rounded upward to the nearest 1/100 of one percent (all amounts in the calculation will be determined by Bank as of the first day of the Interest Period:

$$\text{LIBOR} = \frac{\text{London Inter-Bank Offered Rate}}{(1.00 - \text{Reserve Percentage})}$$

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Where,

(a) **"London Inter-Bank Offered Rate"** means the rate per annum equal to the offered rate for deposits in U.S. dollars for the applicable Interest Period and for amounts comparable to the Libor Based Rate Portion published by Bloomberg's Financial Markets Commodities News at approximately 8:00 a.m. Chicago time two (2) Business Days before the commencement of the Interest Period (or if not so published, Bank, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to determine such rate); provided, however, that after the first election of an Interest Period with respect to any Portion, the London Inter-Bank Offered Rate shall be determined at approximately 8:00 a.m. Chicago time on the first Business Day of the month/fifteenth (15th) day of the month, provided that if the fifteenth (15th) day of the month is not a Business Day, then on the next Business Day for each Interest Period thereafter with respect to such Portion.

(b) **"Reserve Percentage"** means the total of the maximum reserve percentages for determining the reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency Liabilities, as defined in Federal Reserve Board Regulation D, rounded upward to the nearest 1/100 of one percent. The percentage will be expressed as a decimal, and will include, but not be limited to, marginal, emergency, supplemental, special, and other reserve percentages."

1.4.3 The following Paragraph E is added to the Note:

"E. "Portion" means any principal amount bearing interest at the Libor Based Rate under this Note."

1.4.4 The paragraph on paragraph 2 beginning "If, on or before a date three . . ." is (i) hereby amended in its entirety and (ii) replaced with the following:

"Each Libor Based Rate Portion elected by Borrower shall automatically renew for the same Interest Period at the then current Libor Based Rate unless Borrower shall otherwise irrevocably request, in writing, a different Interest Period or conversion of all or a portion of the LIBOR Based Rate Portion to the Prime Based Rate, no later than 2:00 p.m. Chicago time on the third (3rd) Business Day before the expiration of the existing Interest Period. Borrower may not elect a Libor Based Rate and an Interest Period for a Libor Based Rate Portion shall not automatically renew with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Prime Based Rate, until repaid."

1.4.5 The following paragraphs are hereby added to the Note:

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"Bank is not obligated to accept a deposit in the inter-bank market in order to charge interest on a Libor Based Rate Portion at the Libor Based Rate, once Borrower elects such rate.

Each prepayment of a Libor Based Rate Portion, whether voluntary, involuntary, by reason of acceleration or otherwise, will be accompanied by the amount of accrued interest on the amount prepaid and the "Make Whole Costs", as described below. A "prepayment" is a payment of an amount on a date earlier than the scheduled payment date for such amount as required by this Note. The "Make Whole Costs" shall be equal to all costs, expenses, penalties and charges incurred by Bank as a result of the early termination or breakage of a Libor Based Rate Portion plus any Additional Costs (hereinafter defined) and the amount (if any) by which:

(a) the additional interest which would have been payable during the Interest Period on the amount prepaid had it not been prepaid, exceeds

(b) the interest which would have been recoverable by Bank by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by Bank, for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period for such Portion (or the scheduled payment date for the amount prepaid, if earlier).

(c) Each prepayment of a Libor Based Rate Portion, whether voluntary, involuntary, by reason of acceleration or otherwise, will be accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by Bank as a result of the early termination or breakage of a Libor Based Rate Portion.

Bank will have no obligation to accept an election for a Libor Based Rate Portion if any of the following described events has occurred and is continuing:

(a) Dollar deposits in the principal amount, and for periods equal to the Interest Period, of a Libor Based Rate Portion are not available in the London inter-bank market; or

(b) maintenance of a Libor Based Rate Portion would violate any applicable law, rule, regulation or directive, whether or not having the force of law; or

(c) the Libor Based Rate does not accurately reflect the cost of a Libor Based Rate Portion; or

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(d) an Event of Default has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default.

In addition, Borrower shall be responsible for paying any costs ("**Additional Costs**") actually incurred by Bank as a direct result of any change in Bank's cost of complying with any law, rule, regulation or other requirement imposed, interpreted or enforced by any federal, state or other governmental or monetary authority which is applicable to assets held by or deposits or accounts with or credits extended by Bank and which causes Bank to incur costs or increases the effective cost to Bank of lending to Borrower at the Libor Based Rate or decreases the effective spread or yield of two percent (2%) per annum above the Libor Based Rate which would be made by Bank on a Libor Based Rate Portion."

2. Amendments to Mortgage.

2.1 The paragraph on page two of the Mortgage beginning "TOGETHER with all of Mortgagor's improvements . . ." is hereby (i) amended in its entirety and (ii) replaced with the following:

"TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf ("Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter

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defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Premises or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Premises or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time ("Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness

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owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof."

2.2 Paragraph 27 of the Mortgage is (i) hereby amended in its entirety and (ii) replaced with the following:

"27. **Security Agreement.** Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State of Illinois ("Code") with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Lender, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

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a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

c. The Collateral will be kept at the Premises and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Premises but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Lender and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to

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be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 14, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the Collateral and the goods

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described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinbelow set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

- i. Mortgagor is the record owner of the Premises;
- ii. Mortgagor's chief executive office is located in the State of Illinois;
- iii. Mortgagor's state of formation is the State of Illinois;
- iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and
- v. Mortgagor's organizational identification numbers issued by the State of Illinois are as follows: Wrightwood II, L.L.C., 0046263-2 and for Wrightwood III, L.L.C., 0051245-1.

k. Mortgagor agrees that:

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

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

iii. Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its partnership name without giving the Mortgagee at least 30 days' prior written notice in each instance."

2.2 The Mortgage is hereby amended by adding the following new section 39:

"39. Debt Service Ratio.

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a. Commencing on August 31, 2004 and during any calendar quarter ending on March 31, June 30, September 30 or December 31 (a "Quarter"), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such Quarter to Debt Service (as defined below) during such Quarter to be less than 1.20 to 1.00 ("Debt Service Ratio").

As used herein, "Operating Cash Flow" shall mean for any period all rental income (including minimum rent, additional rent, escalation and pass through payments) actually received by Mortgagor during such period arising from the ownership and operation of the Premises (excluding tenant security deposits, and rent paid during such period by any tenant for more than three months of rental obligations) less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description actually paid or due and payable during such period in connection with the leasing, management, operation, maintenance and repair of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by Mortgagee. In determining Operating Cash Flow, (a) extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income and (b) real estate taxes and insurance premiums shall be treated as expenses to the extent of an annualized amount based upon the amount of the most recent bill for real estate taxes and insurance premiums (regardless of whether the same shall have been paid or have become due and payable during such Quarter) multiplied by one-quarter (1/4).

As used herein, "Debt Service" for any Quarter shall equal the sum of all principal and interest payments on the Loan based on the amount required to fully amortize the outstanding principal balance of the Loan in equal, consecutive monthly installments over a thirty (30) year period commencing on August 31, 2004 at an annualized interest rate of 6.23% interest, and any other indebtedness of Mortgagor that is due and payable during such Quarter.

b. Operating Cash Flow and Debt Service shall be calculated by Mortgagee based on the financial information provided to Mortgagee by Mortgagor and independently verified by Mortgagee and the calculations so verified shall be final and binding upon Mortgagor and Mortgagee.

c. If, at any time during any Quarter, the Debt Service Ratio during such Quarter (or any Quarter thereafter) shall be less than 1.20 to 1.00, then an Event of Default shall be deemed to exist as of the last day of such Quarter unless Mortgagor

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either (i) on or before the last day of such Quarter, has delivered to Mortgagee evidence satisfactory to Mortgagee that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.20 to 1.00; or (ii) on or before the seventh (7th) day after such Quarter shall make a partial payment of the principal outstanding under the Note in an amount satisfactory to increase the Debt Service Ratio to 1.20 to 1.00 ("**Debt Service Payment**")."

3. Amendment to Security Agreement.

3.1 Article I "Grant of Security Interest" is (i) hereby amended in its entirety; and (ii) replaced with the following:

"I. GRANT OF SECURITY INTEREST.

1.1. Terms Defined in the Mortgage. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

1.2. Terms Defined in Illinois Uniform Commercial Code. Terms defined in the Illinois UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Illinois UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms otherwise defined herein, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Collateral" means all Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, and Other Collateral, wherever located, in which the Debtor now has or hereafter acquires any right or interest that results from the Premises and/or the businesses and operations conducted by Debtor thereof, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Commercial Tort Claims" means those certain currently existing commercial tort claims of the Debtor.

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"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Illinois UCC.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Documents" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the Illinois UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Illinois UCC" means the Illinois Uniform Commercial Code *as in effect from time to time*.

"Instruments" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Illinois UCC.

"Lien" means any lien (statutory or other), security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or reference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

"Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Secured Party in connection with the preparation, administration, collection or enforcement thereof), of the Debtor to the Secured Party or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Loan Agreement and any promissory note or notes now or hereafter issued under the Loan Agreement.

"Other Collateral" means any property now or hereafter owned by Debtor and forming a part of or used in connection with the Premises, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts,

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dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises in any manner, it being intended that the Collateral include all property of the Debtor now or hereafter owned by Debtor forming a part of or used in connection with the Premises.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Debtor may from time to time designate as pledged to the Secured Party as security for any Obligation, and all rights to receive interest on said deposits.

"Premises" means together 443 and 451 W. Wrightwood, Chicago, Illinois.

"Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Debtor and Secured Party or Affiliate thereof which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Rate Management Obligations" means any and all obligations of the Debtor, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Rate Management Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Secured Obligations" means the Obligations and Rate Management Obligations entered into with the Secured Party or its Affiliates.

"Security" has the meaning set forth in Article 8 of the Illinois UCC.

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"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

1.4 Grant of Security Interest. The Debtor hereby pledges, assigns and grants to the Secured Party, a security interest in all of the Debtor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations."

3. Article II of the Security Agreement is hereby amended by adding the following additional Sections:

"N. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Debtor by the Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be."

O. Financing Statements. The Debtor hereby authorizes the Secured Party to file, and if requested will execute and deliver to the Secured Party, all financing statements and other documents and take such other actions as may from time to time be requested by the Secured Party in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. The Debtor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by the Secured Party in any jurisdiction prior to the date of this Agreement.

P. No Other Names. The Debtor has not conducted business under any name except the name in which it has executed this Security Agreement.

4. Amendment to Guaranty. The paragraph on page two of the Guaranty beginning "Notwithstanding the above, or any language herein to the contrary" is hereby amended by (i) deleting the following: "Six Million Five Hundred Seventy Two Thousand Five Hundred Dollars (\$6,572,500)" and (ii) inserting in its place the following: "Eight Million, Six Hundred Sixty-Two Thousand Five Hundred and no/100 dollars (\$8,662,500). Any reference in the Guaranty or any other Loan Document to the joint and several obligation of the Guarantor under the Guaranty shall

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mean Eight Million, Six Hundred Sixty-Two Thousand Five Hundred and no/100 dollars (\$8,662,500).

5. **Representations and Warranties of Borrower.** Borrower and Guarantor each jointly and severally hereby represent, covenant and warrant to Lender as follows:

5.1 The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

5.2 There is currently no Event of Default under the Note, or an event of default (as set forth in Section 12 of the Mortgage) under the Mortgage or an event of default or default under the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, or an event of default (as set forth in Section 12 of the Mortgage) under the Mortgage or event of default or default under the other Loan Documents.

5.3 The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

5.4 There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

5.5 As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

5.6 Borrower is validly existing under the laws of the State of its organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

6. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause First American Title Insurance Company to issue an endorsement to Lender's title insurance policy No. LP3959413 (CC439-R) ("Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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7. **Reaffirmation of Guaranty.** Except as otherwise amended herein, Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty, as amended, is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty, as amended, are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty, as amended, continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty, as amended.

8. **Reaffirmation of Guaranty of Completion.** BJB ratifies and affirms the Guaranty of Completion and agrees that the Guaranty of Completion is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of BJB in the Guaranty of Completion are, as of the date hereof, true and correct and BJB does not know of any default thereunder. The Guaranty of Completion continues to be the valid and binding obligation of BJB, enforceable in accordance with its terms and BJB has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty of Completion.

9. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

10. **Fees.** In consideration of Lender's agreement to modify the Loan Documents contained herein, Borrower shall pay to Lender a non-refundable fee in the amount of Eleven Thousand Three Hundred Thirteen and No/100 Dollars (\$11,313) ("Extension Fee"), which shall be due and payable in full as a condition precedent to the agreements contained herein. In addition to the Extension fee, Borrower shall pay to Lender a non-refundable fee in the amount of One Hundred Thirty-Nine Thousand Three Hundred Thirteen and no/100 Dollars (\$139,313), which shall be due and payable in full in consideration of the execution of a forward Swap Agreement.

11. **Conditions Precedent.** The agreement of Lender to amend the Note and Loan Documents is subject to the following conditions precedent:

11.1 Lender shall have received this Agreement duly executed by the Borrower and Guarantor.

11.2 Lender shall have received such other documents as may be reasonably requested by Lender or its counsel.

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12. Miscellaneous.

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.2 This Agreement shall not be construed more strictly against Lender than against Borrower, BJB or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, BJB, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, BJB, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

12.3 Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

12.4 Borrower, BJB, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, BJB, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

12.5 This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12.6 Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular

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or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

12.7 This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

12.8 Time is of the essence of each of Borrower's and Guarantor's obligations under this Agreement.

(Signature Page Follows)

Property of Cook County Clerk's Office

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Thomas G. Jeffery
Title: Senior Vice President

BJB

B.J.B. PARTNERS L.L.C., an Illinois limited liability company

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

GUARANTOR:

Donal P. Barry, Sr.

Donal P. Barry, Jr.

Sean T. Barry

BORROWER:

WRIGHTWOOD II, L.L.C., an Illinois limited liability company

By: B.J.B. PARTNERS L.L.C., an Illinois limited liability company

Its: Manager

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

WRIGHTWOOD III, L.L.C., an Illinois limited liability company

By: B.J.B. PARTNERS L.L.C., an Illinois limited liability company

Its: Manager

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

Margaret H. Barry

James W. Purcell

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: Thomas G. Jeffery
Title: Senior Vice President

B.I.B

B.J.B. PARTNERS L.L.C., an Illinois limited liability company

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

GUARANTOR:

Donal P. Barry, Sr.

Donal P. Barry, Jr.

Sean T. Barry

BORROWER:

WRIGHTWOOD II, L.L.C., an Illinois limited liability company

By: B.J.B. PARTNERS L.L.C., an Illinois limited liability company

Its: Manager

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

WRIGHTWOOD III, L.L.C., an Illinois limited liability company

By: B.J.B. PARTNERS L.L.C., an Illinois limited liability company

Its: Manager

By: _____
Print Name: Donal P. Barry, Sr.
Title: A Manager

Margaret H. Barry

James W. Purcell

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Monica L. Harder, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas G. Jeffrey, Senior Vice President of LaSalle Bank National Association, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of ~~February~~ ^{March}, 2003.

Monica L. Harder
Notary Public

My Commission Expires: 7/29/05



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., Manager of B.J.B. Partners L.L.C., manager of Wrightwood II, L.L.C. and Wrightwood III, L.L.C., is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2003.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas G. Jeffrey, Senior Vice President of LaSalle Bank National Association, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2003.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I Jason Gnagy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., Manager of B.J.B. Partners L.L.C., manager of Wrightwood II, L.L.C. and Wrightwood III, L.L.C., is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of February, 2003.

Notary Public

My Commission Expires: 8/31/04



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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I Jason Gnagy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., Donal P. Barry, Jr., Sean T. Barry, Margaret H. Barry, and James W. Purcell, are 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of March, 2003.



Notary Public

My Commission Expires: 8/31/04



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EXHIBIT A

THE PROPERTY

PARCEL ONE:

THE EAST 17 FEET OF LOT 43 AND ALL OF LOT 44 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43, THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Property: 443 West Wrightwood Avenue, Chicago, Illinois

Tax ID: 14-28-318-057-0000

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PARCEL TWO:

LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Property: 451 West Wrightwood Avenue, Chicago, Illinois

Tax ID: 14-28-318-058-0000