

# UNOFFICIAL COPY

THIS INSTRUMENT

PREPARED BY

AND RETURN TO:

ALAN D. PEARLMAN

Law Offices of Alan D. Pearlman, LLC

20 North Wacker Drive, Suite 1500

Chicago, Illinois 60606



0320535168

Eugene "Gene" Moore Fee: \$48.00

Cook County Recorder of Deeds

Date: 07/24/2003 10:49 AM Pg: 1 of 13

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Property of Cook County Clerk's Office

## MODIFICATION OF CONSTRUCTION LOAN AGREEMENT, CONSTRUCTION MORTGAGE AND OTHER SECURITY DOCUMENTS

(\$11MM Loan)

THIS MODIFICATION OF CONSTRUCTION LOAN AGREEMENT, CONSTRUCTION MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 17 day of July, 2003, between **ELSTON DEVELOPMENT L.L.C.**, a Delaware limited liability company ("Borrower"), with a mailing address c/o **BAKER DEVELOPMENT CORPORATION**, 2222 North Elston Avenue, 1<sup>st</sup> Floor, Chicago, Illinois 60614 ("Borrower") and **THE PRIVATEBANK AND TRUST COMPANY**, with a mailing address of 10 North Dearborn Street, Chicago, Illinois 60602, Attn: James A. Ruckstaetter (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, the "Lender").

### RECITALS:

**WHEREAS**, Lender has heretofore made a construction loan (the "Loan") to Borrower in the principal amount of up to Eleven Million and No/100 Dollars (\$11,000,000.00) as evidenced by a Construction Mortgage Note (the "Note") dated as of December 26, 2002 made by Borrower to the order of Lender and a Construction Loan Agreement (the "Agreement") dated as of December 26, 2002 between Borrower and Lender; and

**WHEREAS**, the Note is secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents and Security Agreement by Borrower in favor of Lender dated as of December 26, 2002 and recorded in the Office of the Recorder of Deeds of Cook County on January 2, 2003 as Document Number 0030002994 (the "Mortgage"); and

**WHEREAS**, Lender has agreed to make a loan (the "715K Loan") to Borrower in the amount of Seven Hundred Fifteen Thousand and No/100 Dollars (\$715,000.00) for the purpose of contributing to the cost of the acquisition of certain real estate and improvements thereon

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BOX 333-CT

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commonly known as 2076 North Elston, Chicago, Illinois (the "Property"); and

**WHEREAS**, simultaneous with execution hereof Borrower is obtaining an Advance under the Loan to fund the balance of the acquisition cost of the Property and is purchasing the Property, which is legally described on Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, to further evidence and secure the Loan, Borrower did execute and deliver to Lender certain other documents, such other documents as modified are hereinafter referred to collectively as the "Other Security Documents" (the Note, the Agreement, the Mortgage and the Other Security Documents are sometimes hereafter referred to collectively as the "Loan Documents"); and

**WHEREAS**, as a condition to the Advance for the purchase of the Property, Lender is requiring this Modification wherein the Agreement, the Mortgage and the Other Security Documents will be modified to extend the lien of the Mortgage to the Property described in Exhibit "A".

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the original Agreement and/or the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Agreement and the Mortgage. All capitalized terms not defined herein shall have the same meaning ascribed to same in the Loan Documents.

2. **Amendments to Mortgage.** From and after the date hereof any and all references in the Mortgage to the Real Estate shall be deemed to include the property legally described on Exhibit "A" which is attached hereto and made a part hereof. Thereafter the Real Estate shall consist of the property legally described on Exhibit "B" attached hereto and made a part hereof.

From and after the date hereof, any default (after the expiration of any applicable cure period) by Borrower under the 715K Loan shall constitute a Default under the Loan.

3. **Amendment to Agreement and Other Security Documents.** From and after the date hereof any and all references to the Project and/or the Premises shall be deemed to refer to the real estate (and any and all improvements thereon) which is legally described on Exhibit "B".

From and after the date hereof, any default (after the expiration of any applicable cure period) by Borrower under the 715K Loan shall constitute a Default under the Loan.

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4. **Condition Precedent to Effectiveness of Modification.** The effectiveness of this Modification is subject to the conditions precedent that, concurrently with Borrower's execution and delivery of this Modification to Lender, Borrower shall: (i) pay to the order of Lender (or as otherwise directed by Lender) Lender's reasonable attorneys' fees (if any) and other reasonable costs (if any) incurred in connection with this Modification; and (ii) obtain a date down endorsement to the Title Insurance Policy required under the Loan Agreement in form and substance acceptable to Lender extending the coverage afforded by said Title Insurance Policy to include this Modification and thereby including the real estate legally described on Exhibit "A" within the insured land.
5. **References to Security Documents.** From and after the date hereof any and all references in the Agreement, the Note, the Mortgage and the Other Security Documents to the Loan Documents shall be deemed to refer to such documents as modified by this Modification.
6. **Reaffirmation of Representations and Warranties.** Borrower hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Agreement, the Note, the Mortgage and the Other Security Documents.
7. **Reaffirmance of Covenants.** Borrower hereby reaffirms and agrees to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Agreement, the Note, the Mortgage and the Other Security Documents as herein modified.
8. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

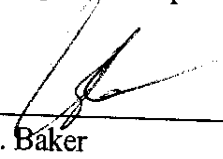
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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

BORROWER:

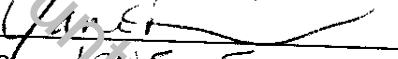
**ELSTON DEVELOPMENT L.L.C.**, a Delaware  
limited liability company

By: Baker Development Corporation  
Its: Manager

By:   
Name: Warren H. Baker  
Its: President

LENDER:

**THE PRIVATEBANK AND TRUST COMPANY**

By:   
Name: JANE FRID  
Its: ASST. MANAGING DIRECTOR

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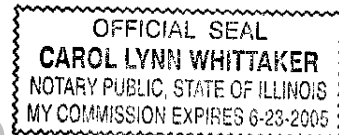
STATE OF ILLINOIS       )  
                                       ) SS.  
 COUNTY OF COOK        )

I, Carol Lynn Whittaker, a notary public in and for said County in the State aforesaid, do hereby certify that **Warren H. Baker**, President of Baker Development Corporation as manager of **Elston Development L.L.C.**, personally known to me to be the same person whose name is subscribed to the foregoing Modification of Construction Loan Agreement, Construction Mortgage and Other Security Documents, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of said company and as his free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 14<sup>th</sup> day of July, 2003.

Carol Lynn Whittaker  
 Notary Public

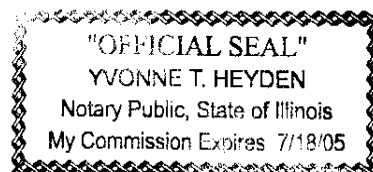
STATE OF ILLINOIS       )  
                                       ) SS.  
 COUNTY OF COOK        )



I, Yvonne T. Heyden, a notary public in and for said County in the State aforesaid, do hereby certify that Jane Frid, Assoc. Mgr. Dir. of **THE PRIVATEBANK AND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing Modification of Construction Loan Agreement, Construction Mortgage and Other Security Documents, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, on behalf of the bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 16<sup>th</sup> day of July, 2003.

Yvonne T. Heyden  
 Notary Public



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## EXHIBIT A

### **Legal Description**

LOTS 1 TO 6 IN J.E. KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE SUBDIVISION OF LOTS 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 AND 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

### LEGAL DESCRIPTION OF REAL ESTATE

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**CHICAGO TITLE INSURANCE COMPANY**  
**UNOFFICIAL COPY**  
**CONSTRUCTION LOAN POLICY (1992)**  
**SCHEDULE A (CONTINUED)**

POLICY NO.: 1401 008079486 D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THAT PART OF VARIOUS LOTS; VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WITH THE WESTERLY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE SOUTH 16 DEGREES 30 MINUTES 34 SECONDS EAST ALONG SAID WESTERLY LINE OF SAID RAILWAY, 439.44 FEET TO THE NORTH LINE OF WEST ARMITAGE AVENUE; THENCE NORTH 89 DEGREES 20 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE 144.37 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE BEING AN ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 3538.26 FEET FOR A DISTANCE OF 339.30 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 43 DEGREES 17 MINUTES 15 SECONDS WEST AND A DISTANCE OF 339.17 FEET); THENCE NORTH 48 DEGREES 38 MINUTES 53 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 183.40 FEET; THENCE NORTH 50 DEGREES 35 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.30 FEET TO A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE THROUGH A POINT THEREIN 280.89 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 03 MINUTES 01 SECONDS EAST ALONG SAID PERPENDICULAR LINE 316.20 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 280.89 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOTS 14 AND 34 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SAID SECTION 31 AND ALSO EXCEPTING THAT PART OF NORTH HOLLY AVENUE AND NORTH HOBSON AVENUE NOT YET VACATED IN SAID SECTION 31) IN COOK COUNTY, ILLINOIS

AND ALSO DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 8 (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF AND EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOT 8 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 10 FEET THEREOF) LOTS 9 AND 10 (EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOTS) AND LOTS 11 AND 12 IN KILICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE RESUBDIVISION OF LOTS 2 TO 5, LOTS 7 TO 11 AND LOTS 13 TO 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING LOT 12 IN KILICK'S SUBDIVISION AFORESAID AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY A LINE COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY, 34 FEET, 7 1/4 INCHES, MORE OR LESS, TO THE NORTHEASTERLY LINE OF

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**CHICAGO TITLE INSURANCE COMPANY**  
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**SCHEDULE A (CONTINUED)**

1401 008079486 D2

THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY TO SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

THAT PART OF REAL ESTATE LYING SOUTHEASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND BOUNDED AND DESCRIBED AS FOLLOWS: (1) ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 12 IN KILLICK'S SUBDIVISION AFORESAID, EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY A LINE DRAWN PARALLEL TO AND 2 1/2 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE 16 FOOT ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 7 TO 12 IN KILLICK'S SUBDIVISION AFORESAID, AND SAID LINE EXTENDED SOUTHWESTERLY TO THE AFORESAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12 IN KILLICK'S SUBDIVISION, EXTENDED SOUTHEASTERLY TO SAID SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF REAL ESTATE, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 4:

ALL THAT PART OF VACATED NORTH HOBSON AVENUE LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINES OF LOTS 8 TO 12, AND THE NORTHWESTERLY LINE OF SAID LOT 12, PRODUCED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD, IN J. E. KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 OF BLOCK 21 AFORESAID, AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF LOT 8 IN KILLICK'S SUBDIVISION, PRODUCED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION AFORESAID AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 5:

THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF NORTH HOLLY AVENUE A DISTANCE OF 168.8 FEET, THENCE NORTHWESTERLY ALONG A LINE

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**SCHEDULE A (CONTINUED)**

1401 008079486 D2

PARALLEL WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE A DISTANCE OF 99.94 FEET; THENCE DEFLECTING 89 DEGREES 12 MINUTES 44 SECONDS RIGHT FROM THE PROLONGATION OF THE PRECEDING COURSE FOR A DISTANCE OF 22.35 FEET; THENCE NORTHEASTERLY 146.52 FEET ALONG A LINE DEFLECTED 0 DEGREES 50 MINUTES 16 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, SAID LINE BEING PARALLEL WITH THE NORTHEASTERLY LINE OF NORTH HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF ELSTON AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF ELSTON AVENUE A DISTANCE OF 100.27 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE FOLLOWING PORTION THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE NORTH 50 DEGREES 35 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.30 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 01 SECONDS EAST ALONG SAID LINE 316.20 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE IN COOK COUNTY.

ALSO

PARCEL 6:

THAT PART OF LOT "A" IN CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 45 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 52 SECONDS WEST 146.52 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 42 SECONDS WEST 167.81 FEET EXCEPTING THEREFROM THAT PART OF SAID LOT "A" DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTHWESTERLY ALONG WESTERLY LINE OF HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF NORTH HOLLY AVENUE A DISTANCE OF 168.8 FEET, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE A DISTANCE OF 99.94 FEET; THENCE DEFLECTING 89 DEGREES 12 MINUTES 44 SECONDS RIGHT FROM THE PROLONGATION OF THE PRECEDING COURSE FOR A DISTANCE OF 22.35 FEET, THENCE NORTHEASTERLY 146.52 FEET ALONG A LINE DEFLECTED 0 DEGREES 50 MINUTES 16 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, SAID LINE, BEING PARALLEL WITH THE NORTHEASTERLY LINE OF NORTH HOBSON AVENUE TO THE INTERSECTION WITH SOUTHERLY LINE OF ELSTON AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF ELSTON AVENUE A DISTANCE OF 100.27 FEET TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THE FOLLOWING PORTION THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH

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**CONSTRUCTION LOAN POLICY (1992)**  
**SCHEDULE A (CONTINUED)**

1401 008079486 D2

THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE NORTH 50 DEGREES 35 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.30 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 01 SECONDS EAST ALONG SAID LINE 316.20 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE IN COOK COUNTY.

PARCELS 7 THROUGH 16 INTENTIONALLY DELETED

PARCEL 17: INTENTIONALLY OMITTED

PARCEL 18:

LOT 28 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PARCEL OF THE REAL ESTATE LYING WEST OF AND ADJOINING LOT 28 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY THE NORTHWESTERLY LINE OF LOT 28 AFORESAID EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILROAD; ON THE EAST BY THE WEST LINE OF LOT 28 AFORESAID AND ON THE SOUTHWEST BY THE NORTH EASTERLY LINE OF CHICAGO AND NORTHWESTERN RIGHT OF WAY.

PARCEL 19:

THE NORTHWESTERLY 6 FEET OF LOT 16 (AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF) AND LOTS 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 AND 27 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

TOGETHER WITH THE EASTERLY AND WESTERLY 16 FOOT VACATED ALLEY LYING SOUTH OF LOT 18 AND NORTH OF LOT 17 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

TOGETHER WITH THE NORTHERLY AND SOUTHERLY 16 FOOT VACATED ALLEY LYING EASTERLY OF LOTS 18, 19, 21, 22, 25 AND 26 AND WESTERLY OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20:

THE NORTHWESTERLY 17 FEET OF SUB-LOT 15 (AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF) AND SUB-LOT 16 (EXCEPT THE NORTHWESTERLY 6 FEET THEREOF AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF) IN THOMAS HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 21:

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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**SCHEDULE A (CONTINUED)**

1401 008079486 D2

THE SOUTH 18 FEET OF LOT 15 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, ALL IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 22:

LOTS 35, 36, 37 AND 38 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 23: INTENTIONALLY DELETED

PARCEL 24:

LOT 33 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 25:

LOT 32 OF HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 26:

THE SOUTHEASTERLY 24 FEET, AS MEASURED ALONG THE NORTHEASTERLY LINE, OF LOT 31 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 27:

LOT 30 (EXCEPT THE NORTHWESTERLY 23 FEET 3 INCHES AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF) AND LOT 31 (EXCEPT THE SOUTHEASTERLY 24 FEET AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF) IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 28:

THE NORTHWESTERLY 23 FEET 3 INCHES OF LOT 30 AS MEASURED ALONG THE NORTHEASTERLY LINE IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 29:

LOT 29 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD'S ADDITION

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY  
CONSTRUCTION LOAN POLICY (1992)  
SCHEDULE A (CONTINUED)

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TO CHICAGO, SECTIONS 29, 31, 32 AND 33 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1 TO 6 IN J.E. KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE SUBDIVISION OF LOTS 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 AND 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.