

# UNOFFICIAL COPY



Doc#: 0329610092  
Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 10/23/2003 02:50 PM Pg: 1 of 16

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.

*This space reserved for Recorder's use only.*

## SECOND MODIFICATION OF LOAN DOCUMENTS

**THIS SECOND MODIFICATION OF LOAN DOCUMENTS** ("Second Modification") is made as of the 21<sup>st</sup> day of October, 2003, by and among WRIGHTWOOD II, L.L.C., an Illinois limited liability company ("Wrightwood II") and WRIGHTWOOD III, L.L.C., an Illinois limited liability company ("Wrightwood III;" Wrightwood II and Wrightwood III are each a "Borrower" and together "Borrower"), Donal P. Barry, Sr., Donal P. Barry, Jr., Sean T. Barry, Margaret H. Barry, and James W. Purcell (collectively "Guarantor"), B I B. Partners, L.L.C., an Illinois limited liability company ("BJB"), Wrightwood II Management SPE, Inc., an Illinois corporation ("SPE II"), Wrightwood III Management SPE, Inc., an Illinois corporation ("SPE III"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

### RECITALS:

1 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").

2 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

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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 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").

3 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").

4. The Loan Documents have been amended by that certain First Modification of Loan documents dated March 26, 2003 from Borrower to Lender recorded with the Recorder's Office on April 3, 2003 as Document No. 0030448032.

5. Borrower has requested Lender's consent to certain organizational changes made by Borrower and to make certain other changes to the Loan Documents, and Lender is willing to so consent to such organizational changes made by Borrower and to make certain other changes to the Loan Documents, on the terms and conditions set forth herein.

## 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, Guarantor, BJB, SPE II and SPE III), (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. **Consent.** Notwithstanding the provisions of Paragraph 29 of the Mortgage, Lender hereby consents to the following organizational changes of Borrower: (i) the withdrawal of BJB as the Manager of each Borrower; (ii) the admission of SPE II as a member of Wrightwood II; and (iii) the admission of SPE III as a member of Wrightwood III. Lender's consent is conditioned on SPE II not having any Economic Interest (as defined in the Operating Company Agreement constituting Borrower) in Wrightwood II and SPE III not having any Economic Interest in Wrightwood III.

2. **Representations and Warranties of SPE II and SPE III.** SPE II and SPE III hereby jointly and severally represent and warrant to the Lender as follows:

2.1 **Corporate Organization.** Each of SPE II and SPE III is a duly formed corporation under the laws of the State of Illinois, validly existing, in good standing and fully qualified to do business in the State of Illinois. The Articles of Incorporation and By-Laws of each of SPE II and SPE III, certified copies of which have been furnished to Lender, are in effect, unamended and are the true, correct and complete documents relating to SPE II and

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SPE III's respective creation and governance. Each of SPE II and SPE III and its shareholders have fully complied with all applicable securities and other laws, ordinances and regulations in connection with the formation of Illinois and the sale and offer for sale of interests therein.

2.2 **Corporate Shareholders.** Neither SPE II, SPE III nor any of their respective shareholders are bound by any shareholders, corporate governance, voting trust or like agreement. All shares of SPE II and SPE III are owned free and clear of all liens, claims, pledges and encumbrances.

2.3 **Continuing Existence.** Neither SPE II nor SPE III, without the prior written consent of Lender, shall (i) permit itself to be dissolved or its existence terminated, or (ii) amend or modify its organizational documents if such amendment or modification could have a material adverse effect on SPE II or SPE III's, as the case may be, ability to perform its obligations under any of the Loan Documents.

2.4 **Solvency.** Each of SPE II and SPE III is able to pay its respective debts as such debts become due, and that it has capital sufficient to carry on its present businesses and transactions and all businesses and transactions in which they are about to engage. Neither SPE II nor SPE III (i) is bankrupt or insolvent, (ii) has made an assignment for the benefit of its creditors, (iii) has had a trustee or receiver appointed, (iv) has bankruptcy, reorganization or insolvency proceedings instituted by or against it, or (v) shall be rendered insolvent by its or his execution, delivery or performance of the Loan Documents or by the transactions contemplated thereunder.

2.5 **Financial Information.** All financial statements submitted to Lender relating to SPE II, SPE III the Borrower and the Premises are true, complete and correct in all material respects. The financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition of the person or entity to which they pertain. The financial statements do not contain any untrue statement of a material fact or fail to state a fact material to such financial statements or rent rolls. No material adverse change has occurred in the financial condition or operations of SPE II, SPE III, Borrower or the Premises since the respective dates of the most recent financial statements and rent roll delivered to Lender.

2.6 **Authority.** Each of SPE II and SPE III has full power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations set forth thereunder. Upon the execution and delivery hereof and thereof, this Second Modification shall be valid, binding and enforceable upon SPE II and SPE III, as the case may be. Execution and delivery of this Second Modification or any of the other Loan Documents do not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture

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or instrument to which SPE II or SPE III, as the case may be, is a party or is bound or which is binding upon or applicable to the Premises or any portion thereof.

2.7 **No Defenses.** There are no conditions, events or circumstances existing, or any litigation, arbitrations, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting SPE II, SPE III the Borrower or the Premises, or which would prevent SPE II or SPE III from complying with or performing its respective obligations under the Loan Documents within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

2.8 **Events of Default.** A breach of any of the representations, warranties or covenants set forth in this section shall constitute an Event of Default under the Note, the Mortgage and the other Loan Documents.

2.9 **Distributions to Shareholders.** SPE II and SPE III hereby covenant to Lender that they shall make no distributions to their shareholders of any revenue received by or on behalf of SPE II or SPE III, as the case may be, Borrower from the operation of the Premises if an Event of Default (as defined in the Mortgage) or an event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists.

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

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

3.2 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.

3.3 The Loan Documents are in full force and effect and, following the execution and delivery of this Second Modification, 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.

3.4 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

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Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

3.5 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.

3.6 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 Second Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Second Modification 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 Second Modification has been duly executed and delivered on behalf of Borrower.

4. **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 Second Modification. 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.

5. **Reaffirmations by BJB.** BJB ratifies and affirms the Completion Guaranty and the Environmental Indemnity Agreement and agrees that the Completion Guaranty and the Environmental Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of BJB in the Completion Guaranty and the Environmental Indemnity Agreement are, as of the date hereof, true and correct and BJB does not know of any default thereunder. The Completion Guaranty and the Environmental Indemnity Agreement continue to be the valid and binding obligation of BJB, 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 Completion Guaranty or in the Environmental Indemnity Agreement, as the case may be.

6. **Conditions Precedent.** The agreement of Lender to amend the Note and Loan Documents is subject to Lender's receipt of the following documents:

- 6.1 Second Modification duly executed by all parties identified therein.
- 6.2 Officer's Certificate for each of Borrower, SPE II and SPE III containing the following: (i) resolutions approving the execution of this Second Modification in form and content acceptable to Lender; (ii) certified organizational documents (or statement of no change if no change since last delivery of such documents to Lender; (iii) incumbency certificate.

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6.3 such other documents as may be reasonably requested by Lender or its counsel.

7. **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 Second Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

8. **Miscellaneous.**

8.1 This Second Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

8.2 This Second Modification shall not be construed more strictly against Lender than against Borrower, BJB, SPE II, SPE III or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, BJB, SPE II, SPE III, Guarantor and Lender have contributed substantially and materially to the preparation of this Second Modification, and Borrower, BJB, SPE II, SPE III, 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 Second Modification. Each of the parties to this Second Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Second Modification, and recognizes that it is executing and delivering this Second Modification, 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 Second Modification, 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.

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

8.4 Borrower, BJB, SPE II, SPE III, 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 Second Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, BJB, SPE II, SPE III, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Second Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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

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

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

8.8 Time is of the essence of each of Borrower's and Guarantor's obligations under this Second Modification.

(Signature Page Follows)

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

WRIGHTWOOD II:

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

By: Wrightwood II Management SPE, Inc.

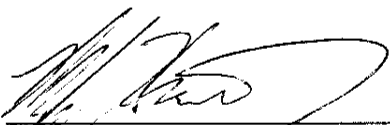
By: \_\_\_\_\_

Name: Donal P. Barry, Sr.

Its: President

LENDER:

**LASALLE BANK NATIONAL ASSOCIATION**

By:  \_\_\_\_\_

Name: Michael Hurst

Its: Associate Vice President

SPE II:

**WRIGHTWOOD II MANAGEMENT SPE, INC.**, an Illinois corporation

By: \_\_\_\_\_

Its: Donal P. Barry, Sr.

Its: President

BJB:

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

By: \_\_\_\_\_

Its: Donal P. Barry, Sr.  
Manager

SPE III:

**WRIGHTWOOD III MANAGEMENT SPE, INC.**, an Illinois corporation

By: \_\_\_\_\_

Its: Donal P. Barry, Sr.

Its: President

WRIGHTWOOD III

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

By: Wrightwood III Management SPE, Inc.

By: \_\_\_\_\_

Its: Donal P. Barry, Sr.

Its: President

Property of Cook County Clerk's Office




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

WRIGHTWOOD II:

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

By: Wrightwood II Management SPE, Inc.

By:   
Name: Donal P. Barry, Sr.  
Its: President

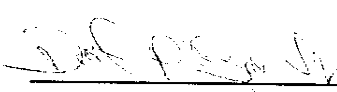
LENDER:

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Michael Hurst  
Its: Associate Vice President

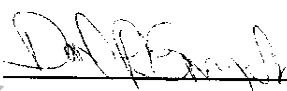
SPE II:

**WRIGHTWOOD II MANAGEMENT SPE, INC.**, an Illinois corporation

By:   
Name: Donal P. Barry, Sr.  
Its: President


BJB:

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

By:   
Name: Donal P. Barry, Sr.  
Its: Manager

SPE III:

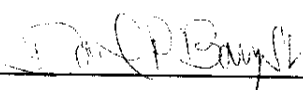
**WRIGHTWOOD III MANAGEMENT SPE, INC.**, an Illinois corporation

By:   
Name: Donal P. Barry, Sr.  
Its: President

WRIGHTWOOD III:

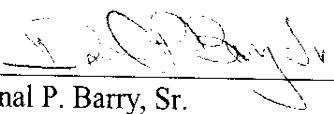
**WRIGHTWOOD III, L.L.C.**, an Illinois limited liability company

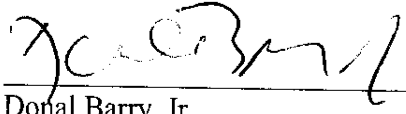
By: Wrightwood III Management SPE, Inc.

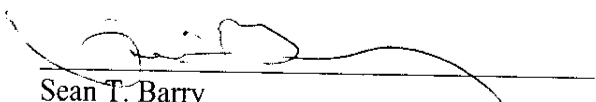
By:   
Name: Donal P. Barry, Sr.  
Its: President

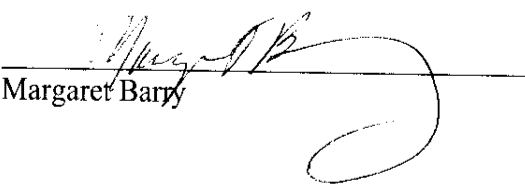
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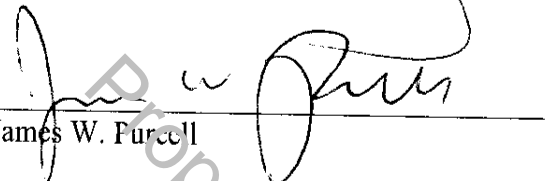
**GUARANTORS:**

  
\_\_\_\_\_  
Donal P. Barry, Sr.

  
\_\_\_\_\_  
Donal Barry, Jr.

  
\_\_\_\_\_  
Sean T. Barry

  
\_\_\_\_\_  
Margaret Barry

  
\_\_\_\_\_  
James W. Purcell

Property of Cook County Clerk's Office

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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 Michael Hurst, Associate 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 21 day of October, 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., 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 October, 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 Michael Hurst, Associate 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 October, 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., 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 herein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of October, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: 8/31/04

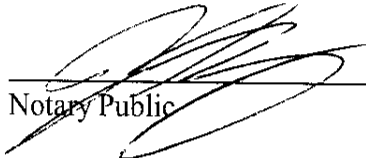


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STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS

I Jason Gnagy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., President of Wrightwood II Management SPE, Inc., 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 21st day of October, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/31/04  
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS



I Jason Gnagy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., President of Wrightwood III Management SPE, Inc., 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 21st day of October, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/31/04

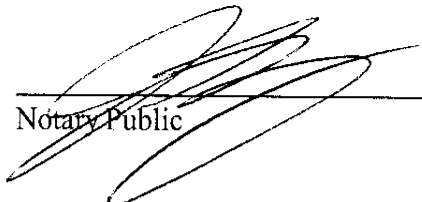


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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

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 21<sup>st</sup> day of October, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/31/04



Property of Cook County Clerk's Office

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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

# UNOFFICIAL COPY

## 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