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PREPARED BY AND AFTER
RECORDING RETURN TO:
William B. Phillips, Esq.
McParland & Phillips
180 North Wacker Drive
Chicago, Illinois 60606

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Doc#: 0332133149

Eugene "Gene" Moore Fee: \$54.00 Cook County Recorder of Deeds Date: 11/17/2003 09:55 AM Pg: 1 of 16

FOR RECORDERS USE ONLY

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of the 1st day of October, 2003 by and between AMALGAMAZED BANK OF CHICAGO, formerly known as Amalgamated Trust and Savings Bank, not personally but solely as Trustee under Trust Agreement dated June 28, 1991 and known as Trust No. 5515 (the "Borrower"), EDYTHE HANUS, JONATHAN HANUS, REBECCA HANUS and JULIF HANUS (collectively the "Beneficiaries"), GEORGE D. HANUS (the "Indemnitor") and COUNTRY LIFE INSURANCE COMPANY, an Illinois corporation (the "Lender").

<u>WITNESSETH</u>:

- A. The Lender is the legal owner and norder of a Promissory Note dated as of July 1, 1992 in the original principal amount of One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) (the "Note") which was executed and derivered by the Borrower to the Lender.
 - B. Payment of the Note is secured in part by:
 - i). First Mortgage and Security Agreement dated as of July 1, 1992 and recorded July 17 1992 as Document No. 92528209 in Cook County, Illinois (the "Mortgage") whereby the Borrower mortgaged and conveyed the property legally described on Exhibit "A" attached hereto (the "Premises") to the Lender;
 - ii). an Assignment of Rents and Lessor's Interest in Leases dated as of July 1, 1992 which was executed by the Borrower and Barbara Hanus, as Custodian (the "Custodian") in favor of the Lender and recorded on July 17, 1992 as Document No. 92528210 in Cook County, Illinois (the "Assignment of Rents");
 - iii). a Collateral Assignment of Beneficial Interest executed by the Custodian in favor of the Lender (the "ABI");
 - iv). a Security Agreement dated as of July 1, 1992 (the "Security Agreement") granting a security interest in certain chattels from the Borrower and Custodian to the Lender; and



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- v). an Environmental Indemnity Agreement dated as of July 1, 1992 executed by the Indemnitor in favor of the Lender (the "Environmental Indemnity Agreement").
- C. The Borrower has requested that the Note, the Mortgage, the Assignment of Rents, the ABI, the Security Agreement and the Environmental Indemnity Agreement (collectively the "Loan Documents") be modified to extend the Maturity Date and adjust the interest rate.
- D. The Beneficiaries have succeeded to the ownership interest of the Custodian and are collectively the owners of one hundred per cent (100%) of the beneficial interest of the Borrower.
- E. In consideration of the agreements of the Borrower, the Beneficiaries and the Indemnitor contained herein the Lender has agreed to modify the Loan Documents.
- F. Any capitalized terms which are not defined herein shall have the meaning contained in the Loan Documents.

NOW, THEREFORE, in consideration of the payments made and to be made by the Borrower and the Beneficiaries, as bereinafter provided, and the performance of the terms, covenants, conditions and agreements is reafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

- 1. <u>WARRANTIES AND REPRESENTATIONS</u>: The Borrower represents and the Beneficiaries warrant and represent as follows collectively the "Warranties and Representations"):
 - a). The Borrower, the Custodian and the Indemnitor, as the case may be, validly authorized the execution and delivery of the Loan Documents and each of the terms, covenants, conditions and agreements contained therein the Loan Documents are in full force and effect and are the valid and legally binding obligations of the Borrower, the Beneficiaries, and the Indemnitor, as the case may be, free from all legal and equitable defenses, offsets and counterclaims;
 - b). The execution and delivery of this Agreement has been duly authorized by the Borrower, the Beneficiaries and the Indemnitor;
 - c). The Borrower is the owner of fee simple title to the Premises, subject only to those matters set forth on Schedule B of Loan Policy No. 7364761 dated July 17, 1992 issued by Chicago Title Insurance Company (the "Title Policy") and the Beneficiaries are the owners of one hundred per cent (100%) of the beneficial interest of the Borrower and are the holders of the power of direction, if any, over the Borrower (collectively the "Beneficial Interest") free and clear of any liens, claims or encumbrances other than the Loan Documents;

- d). There are no outstanding unrecorded deeds, deeds of trust, mortgages or other conveyances or any undelivered bill of sale, assignment, option, right of first refusal or instrument of transfer relating to the Premises or the Beneficial Interest, except the Loan Documents;
- e). No application for receivership is pending and no petition in bankruptcy has been filed by or against the Borrower, the Beneficiaries or the Indemnitor;
- f). To the knowledge of the Borrower and the Beneficiaries the Premises conform to all federal, state and local zoning, building, environmental and other applicable laws, statutes, ordinances and rules and regulations relating to the ownership and the use and operation of the Premises;
- g). The only parties entitled to possession of the Premises, or any part thereof, are the Borrower, the Beneficiaries and Walgreen Co. (the "Tenant") who is in possession of the Premises pursuant to the lease agreement (the "Lease") which is listed on the rent roll (the "Rent Roll"), certified by the Beneficiaries and delivered to the Lender concurrently herewith;
- h). The Lease is in full force and effect and the Tenant is in possession of its leased premises and paying rent except as specified on the Rent Roll;
- i). Except as set forth on the Kent Roll, all rent due from the Tenant has been collected by the Beneficiaries and has been paid on account of operating expenses, real estate taxes, insurance premiums, other costs and expenses directly attributable to the ownership and the use and operation of the Premises, and on account of amounts due to the Lender pursuant to the Lorn Documents;
- j). There are no agreements, state of facts or circu nstances presently existing which, with or without the service of notice, passage of time, or both, would grant to the Borrower or the Beneficiaries the right to refuse or make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant hereto and the Loan Documents;
- k). Neither the Borrower, the Beneficiaries or the Indemnitor have received any notice, summons, citation, directive, letter or other communication, written or oral, from any federal, state or local governmental agency or department, nor has any action ever been commenced or threatened by any such party concerning any violation of any federal, state or local zoning, building, environmental and other laws, statutes, ordinances, rules and regulations pertaining to the use and ownership of the Premises;

1). There has been no damage to the Premises by reason of casualty or otherwise, and there is not pending or threatened by any eminent domain proceeding which would affect any portion of the Premises.

All Warranties and Representations and any other material representations, warranties, covenants and agreements herein contained and all other material schedules, dates and reports delivered to the Lender by the Borrower, the Beneficiaries or the Indemnitor shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by or on behalf of the Lender and shall continue in full force and effect until all amounts due to the Lender pursuant to the Loan Documents, as modified hereby, are paid in full.

- 2. <u>PRINCIPAL BALANCE</u>: The Borrower and the Beneficiaries hereby acknowledge 'nat the unpaid principal balance of the Note as of October 31, 2003 is Nine Hundred Sixty-F.v. Thousand Nine Hundred Sixty-One and 30/100 Dollars (\$965,961.30) (the "Principal Balance").
- 3. <u>AMENDMENTS</u>: The Loan Documents are hereby modified and amended as of the Effective Date as follows:
 - a). <u>Interest Rate</u>: Commencing on November 1, 2003 (the "Effective Date") the interest rate shall be reduced to six and one-quarter per cent (6-1/4%) per annum.
 - b). Principal and Interest Payments: On November 1, 2003 the Borrower shall make a principal and interest payment in the amount of Thirteen Thousand Five Hundred Twenty-One Dollars (\$13,521.00). Commencing on December 1, 2003 and on the first (1st) day of each month thereafter through and including July 1, 2012, the Borrower shall make payments of principal and interest in the amount of Eleven Thousand Nine Hundred Sixty-Eight and 00/100 Dollars (\$11,968.00), and a final payment equal to the entire unpaid Principal Balance and accrued interest shall be due on August 1, 2012.
 - c). <u>Prepayment</u>: The Borrower shall not have the privilege to prepay all or any portion of the Principal Balance on or before October 31, 2006. Thereafter the Borrower shall have the right to prepay the unpaid Principal Balance in whole, upon thirty (30) days prior written notice to the Lender, and upon payment of the applicable amount (the "Prepayment Premium") as set forth below, contemporaneously with the amount otherwise needed to prepay the unpaid Principal Balance in full, plus accrued interest thereon, and any other amounts due under the Other Loan Documents:
 - i). If prepayment of the Principal Balance is made after October 31, 2006 and prior to November 1, 2007, the Prepayment Premium shall be four per cent (4%) of the then existing unpaid Principal Balance;

- ii). If prepayment of the Principal Balance is made after October 31, 2007 and prior to November 1, 2008, the Prepayment Premium shall be three and one-half per cent (3-1/2%) of the then existing unpaid Principal Balance;
- iii). If prepayment of the Principal Balance is made after October 31, 2008 and prior to November 1, 2009, the Prepayment Premium shall be three per cent (3%) of the then existing unpaid Principal Balance;
- iv). If prepayment of the Principal Balance is made after October 31, 2009 and prior to November 1, 2010, the Prepayment Premium shall be two and one-half per cent (2-1/2%) of the then existing unpaid Principal Balance;
- v). If prepayment of the Principal Balance is made after October 31, 2010 and prior to November 1, 2011, the Prepayment Premium shall be two per cent (2%) of the then existing unpaid Principal Balance;
- vi). If prepayment of the Principal Balance is made after October 31, 2011 and prior to May 1, 2012, the Prepayment Premium shall be one and one-half per cent (1-1/2%) of the then existing unpaid Principal Balance.

Notwithstanding the foregoing, Borrower shall have the privilege to prepay the entire unpaid Principal Balance after April 30, 2012 without any Prepayment Premium. The Lender shall not be obligated to accept any prepayment of the Principal Balance unless it is accompanied by the Prepayment Premium due in connection therewith.

In the event prepayment of the Note is the result of acceleration of the indebtedness evidenced by the Loan Documents on or before October 31, 2006 because of occurrence of an Event of Default under the Loan Documents, the above Prepayment Premium shall not apply and a Prepayment Premium of ten per cent (10%) of the unpaid Principal Balance shall apply. If prepayment is made because of occurrence of an Event of Default after October 31, 2006, the Prepayment Premium shall be as set forth in the preceding paragraphs.

The applicable Prepayment Premium from the provision provided above shall be due under any and all circumstances where all or a portion of the Principal Balance is paid prior to the due date or dates, whether such prepayment is voluntary or involuntary (but in the case of an involuntary prepayment, the requirement of prior written notice of prepayment shall be deemed waived) even if such prepayment results from Lender's exercise of its rights upon Borrower's

default and irrespective of whether foreclosure proceedings have been commenced, and shall be in addition to all other sums due under the Note or any other document evidencing, securing or relating to the indebtedness evidenced by the Note.

Notwithstanding the foregoing, no Prepayment Premium will be due or payable with respect to a prepayment occasioned by the application of insurance proceeds or condemnation proceeds.

- d). <u>Default</u>: Subject to the respective periods of grace, notice and opportunity to cure set forth in the Loan Documents, in the event the Borrower and the Beneficiaries fail to comply with all the terms and conditions of this Agreement or an Event of Default occurs in the Loan Documents then the Lender shall be entitled to exercise all its remedies at law or in equity, including but not limited to those remedies set forth in the Loan Documents.
- e). <u>Default Rate</u>: The Default Rate shall be ten and one-quarter per cent (10-1/4%) per annum.
- 4. <u>TITLE INSURANCE LEGAL OPINION, PREPAYMENT PREMIUM</u>: Concurrently with the execution hereof, the Borrower and the Beneficiaries shall deliver to the Lender:
 - a). An endorsement to the Title Policy dating down the Title Policy to the date of recording of this Agreement and insuring that the lien of the Mortgage, as modified hereby, is a valid, enforceable, first lies on the Premises subject only to those matters set forth on Schedule B of the Title Policy;
 - b). An opinion issued by an attorney retained by the Borrower, the Beneficiaries and the Indemnitor and acceptable to the Lender, stating that this Agreement has been validly authorized, executed and delivered and the Loan Documents and this Agreement are binding upon the Borrower, the Heneficiaries, and the Indemnitor, and are enforceable in accordance with their terms, and such opinion shall otherwise be in form and substance satisfactory to the Lender; and
 - c). A check in the amount of Thirty-Eight Thousand Six Hundred Thirty-Eight and 45/100 Dollars (\$38,638.45) payable to the order of the Lender, which represents a prepayment premium of four per cent (4%) of the Principal Balance as of the Effective Date, which the Borrower has agreed to pay to the Lender in consideration of the Lender's agreement to reduce the interest rate and extend the Maturity Date.
- 5. <u>PAYMENT OF FEES</u>: The Beneficiaries shall pay all reasonable fees and charges occurring in connection with the preparation and approval of this Agreement, including without

limitation, all attorneys' fees incurred and title insurance (including UCC searches), escrow, and recording fees incurred by or on behalf of the Lender.

- 6. <u>RELEASE</u>: As additional consideration for the modification of the Loan Documents as herein provided, the Borrower, the Beneficiaries and the Indemnitor hereby release and forever discharge the Lender, its agents, servants, employees, directors, officers, attorneys, affiliates, subsidiaries, successors, assigns from any and all liability, cost and expense, and any and all causes of action whatsoever which the Borrower, the Beneficiaries or the Indemnitor may now have or claim to have against the Lender as of the date hereof, whether presently known or unknown, on account of or in any way concerning, arising out of or founded upon the Loan Documents, as modified hereby, including but not limited to, all loss or damage of any kind heretofore sustained or which may arise as a consequence of the transactions between the Borrower, the Boneficiaries, the Indemnitor and the Lender to and including the date hereof, which relate to the Loan Documents and/or the Premises.
- The Indemnitor in the provisions of this Agreement, or a material breach of any of the Warranties and Representations, shall constitute a default in the Loan Documents. No failure by the Lender to exercise, or delay by the Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement and the Loan Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon the Borrower, the Beneficiaries or the Indemnitor, in any instance, shall, in itself, entitle the Borrower, the Beneficiaries or the Indemnitor to any other or further notice or demand any similar or other circumstances or constitute a waiver of the right of the Lender to any other or further action in any circumstance without notice or demand.
- 8. <u>BUSINESS ASSOCIATION</u>: The Borrower, the Benef ciaries and the Indemnitor are not now nor shall they or anyone of them be an agent of the Lender for any purpose and the Lender is not now and shall not be construed to be a partner or in any other manner associated in business with the Borrower, the Beneficiaries, or the Indemnitor.
- 9. NOTICES: All notices to be served pursuant hereto shall be deemed properly delivered if (a) delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof); (b) served by United States certified or registered mail, postage prepaid [which shall be deemed received on the third (3rd) business day following the postmark date thereof]; or (c) sent by telefacsimile transmission during normal business hours on any business day, in which case it shall be deemed delivered on the date the telefacsimile is delivered or the next day if delivered after normal business hours; to the Borrower, the Beneficiaries, the Indemnitor and the Lender at the addresses and telefacsimile numbers set forth below or to such other addresses as the Borrower, the Beneficiaries and the Lender may direct in writing:

If to the Borrower, at One West Monroe, Chicago, Illinois 60603, Attn: Land Trust Department.

If to the Beneficiaries or the Indemnitor, c/o Mr. George D. Hanus, 333 West Wacker Drive, Chicago, Illinois 60606, Telefacsimile No. (312) 332-2119.

If to the Lender, at Office of the General Counsel, Illinois Agricultural Association, 1701 Towanda Avenue, Bloomington, Illinois 61702, Telefacsimile No. (309) 557-2211.

- 10. GOVERNING LAW: This Agreement has been negotiated, executed and delivered in the State of Illinois and shall be construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws principles of that State.
- 11. CONS FRUCTION: This Agreement shall not be construed more strictly against the Lender than against the Borrower, the Beneficiaries and the Indemnitor merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that both the Beneficiaries, the Indemnitor and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrower, the Beneficiaries, the Indemnitor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in extering into this Agreement.
- 12. <u>GENDER</u>: All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- 13. <u>ENTIRE AGREEMENT</u>: The Borrower, the Beneficiaries, the Indemnitor and the Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement, or the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrower, the Beneficiaries, the Indemnitor and the Lender, and except to the extent modified herein, the provisions of the Loan Documents are here's ratified and confirmed.
- 14. <u>BENEFIT</u>: Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Beneficiaries, the Indemnitor and the Lender, their respective successors, assigns, grantees and legal representatives.
- 15. <u>OTHER DOCUMENTS</u>: The Borrower, the Beneficiaries and the Indemnitor shall execute and deliver such other documents reasonably requested by the Lender in order to carry out the terms of this Agreement.
- 16. <u>COUNTERPARTS</u>: This Agreement may be executed in counterparts which taken together shall constitute one original.

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executed by the Borrower, not personally but solely as Trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Borrower hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon the Borrower, the Beneficiaries, their agents or employees, all such personal liability being hereby expressly waived by the Lender, the Lender's only recourse against the Borrower and the Beneficiaries being limited to the Premises and the collateral or other property given as security for the payments due to the Lender and evidenced and secured by the Loan Documents as modified herein.

IN WITTESS WHEREOF, the Borrower, the Beneficiaries, the Indemnitor and the Lender have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

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BENEFICIARIES:	Edythe Hanus EDYTHE HANUS
STATE OF ILLINOIS)) S COUNTY OF COOK)	SS:
personally known to me to be the sinstrument, appeared before me this delivered the said insuranent as her over the forth. Given under my hand and No	, a Notary Public in and for and residing in DO HEREBY CERTIFY that EDYTHE HANUS, who is same person whose name is subscribed to the foregoing a day in person and acknowledged that she signed and win free and voluntary act for the uses and purposes therein tarial Seal this 27th day of letter, 2003. **Double A Kubuk** Notary Public** Official Seal Dirothy A Kubiak Notary Public** Dirothy A Kubiak Notary Public** Notary Public** Official Seal Dirothy A Kubiak Notary Public** Notary Public** Notary Public** Official Seal Dirothy A Kubiak Notary Public** Notary Public** Official Seal Dirothy A Kubiak Notary Public** Dirothy A Kubiak Notary Public** Official Seal Dirothy A Kubiak Notary Public**

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X Jaathan Dong JONATHAN HANUS

COUNTY OF COOK) SS:)		
said County, in the state at	oresaid, DO HEREBY	, a Notary Public in and for and residing Y CERTIFY that JONATHAN HANUS, who	is (
instrument, appeared before	ore me this day in p	on whose name is subscribed to the foregoingers on and acknowledged that he signed a	ng nd
		d voluntary act for the uses and purposes there	

STATE OF ILLINOIS

Given under my hand and Notarial Seal this 27th day of Octaber, 2003.

Notary Public

Official Seal
Dorothy A Kubiak
Notary Public State of Illinois
My Con mission Expires 02/15/06

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REBECCA HANUS

My Corr mission Expires 02/15/06

3/4's Office

STATE OF ILLINOIS) SS:
COUNTY OF COOK)
I, Norsthy A Kubish , a Notary Public in and for and residing in said County, ir the state aforesaid, DO HEREBY CERTIFY that REBECCA HANUS, who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appear at before me this day in person and acknowledged that she signed and
delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 27th day of Actaber, 2003.
Lowthy a Kutick Notary Public
Notary Public
Official Seal Dorothy A Kubiak Notary Public State of Illinois

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	July Jako
	JULIE HANUS
STATE OF ILLINOIS)	SS:
COUNTY OF COOK)	SS.
personally known to me to be the instrument, appeared before me delivered the said instrument as he set forth.	

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INDEMNITOR:

GEORGE D. HANUS

STATE OF ILLINOIS) SS: COUNTY OF COOK I,
I,, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that GEORGE D. HANUS, who is personally known to rue to be the same person whose name is subscribed to the foregoing
said County, in the state aforesaid, DO HEREBY CERTIFY that GEORGE D. HANUS, who is personally known to rue to be the same person whose name is subscribed to the foregoing
personally known to me to be the same person whose name is subscribed to the foregoing
delivered the said instrument as his own free and voluntary act for the uses and purposes therein
set forth.
Given under my hand and Note rial Seal this 23nd day of October, 2003.
Chana Hage
Notary Public
OFFICIAL SEAL
THOMAS H. PAGE NOTAPY PUBLIC, STATE OF ILLINOIS

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LENDER:	COUNTRY LIFE INSURANCE COMPANY
: ATTEST:	By: Title: Assistant Treasurer
By: Mull Secretary	
STATE OF ILLINOIS)	
ACLEAN) SS:	
I, Jani Neuhalfen Fall said County, in the state aforesaid, DO HER Assistant Treasurer of Co	, a Notary Public in and for and residing in EBY CERTIFY that <u>Richard L. Scott</u> DUNTRY LIFE INSURANCE COMPANY, and
who are personally known to me to be the	Assistant Secretary of said Corporation, e same persons whose names are subscribed to the
before me this day in person and acknow	whedged that they signed and delivered the said ary act and as the free and voluntary act of said ein set forth.
Given under my hand and Notarial S	Seal this 28th day of October, 2003.
OFFICIAL SEAL JANI NEUHALFEN HALL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION FOR APR 9,0005	ani Jourafe Jall Notary Public

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EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Lots 23 to 30 inclusive and the South 80 feet of the West 139.94 feet of Lot 31 in the Resubdivision of Lot 75 in Block 40 in the Subdivision of Block 40 and of Lot 1 in Block 41 in Frederick H. Bartlett's Third Addition to Bartlett Highlands being a Subdivision in the Southwest 1/4 of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except that part thereof condemned in Case 66L4863), in Cook County, Illinois.

And except that part thereof conveyed in the Deed recorded as Document 0010110705 and described as follows:

A wedge of property described as follows: that part of Lot 31 in the Resubdivision of Lot 75 in Block 40 in the Subdivision of Lock 40 and of Lot 1 in Block 41 in Frederick H. Bartlett's 3rd Addition to Bartlett Highlands, being a Subdivision in the Southwest 1/4 of Section 7, Township 38 North, Range 13 East of the Third Frincipal Meridian, in Cook County, Illinois described as follows:

Beginning at the intersection of the East line of the West 22.0 feet of Lot 31 with the North line of the South 80.0 feet of said Lot 31; thence North 89 degrees 01 minutes 46 seconds East along the North line of said 80.0 feet of Lot 31 for a listance of 1.51 feet to the point of beginning; thence North 89 degrees 01 minutes 46 seconds East 116.45 feet to the East line of the West 139.94 feet of said Lot; thence South 00 degrees 00 minutes 00 seconds West along the East line of the West 139.94 feet of Lot 31 for a distance of 2.08 feet; thence North 89 degrees 56 minutes 48 seconds West 116.43 feet to the point of beginning in Cook County, Illinois.

Parcel 2:

That part of the vacated alley described as follows: Commencing at the Northwest corner of Lot 30 in the Resubdivision of Lot 75 in Block 40 in the Subdivision of Block 40 and of Lot 1 in Block 41 in Frederick H. Bartlett's Third Addition to Bartlett Highlands, being a Subdivision in the Southwest 1/4 of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, as the place of beginning; thence North 16 feet parallel with Harlem Avenue to a point; thence Lest 139.94 feet parallel with Archer Avenue to a point; thence South 16 feet parallel with Harlem Avenue to a point; thence West 139.94 feet parallel with Archer Avenue to the point of beginning (except the West 22 feet thereof condemned in Case 66L4863), in Cook County, Illinois.

Parcel 3:

The South 1/2 of the East-West 16 foot wide vacated alley lying North of and adjoining Lots 23 to 30 and lying South of and adjoining Lot 31 (except therefrom the West 139.94 feet thereof) in the Resubdivision of Lot 75 in Block 40 in the Resubdivision of Block 40 and of Lot 1 in Block 41 in Frederick H. Bartlett's Third Addition to Bartlett Highlands, being a Subdivision in the Southwest 1/4 of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property:

7150 West Archer Avenue, Chicago, Illinois

Permanent Index No.:

19-07-323-048 and 19-07-323-055