



20123054.2 10-23-02 Doc#: 0405710112

Eugene "Gene" Moore Fee: \$60.50 Cook County Recorder of Deeds Date: 02/26/2004 11:32 AM Pg: 1 of 19

#### THIRD MODIFICATION AGREEMENT

#### WITNESSETH:

WHEREAS, the parties named below heretofore entered into the following documents (collectively, the "<u>Documents</u>"):

- (i) Construction Loan Agreement dated as of October 1, 1998 (the "Loan Agreement"), by and between the Mortgagor and Old LaSalle;
- (ii) Construction Loan Mortgage Note dated October 1, 1998 (the "Note"), from the Mortgagor to Old LaSalle in the principal amount of \$28,000,000;

Permanent Tax Index Numbers and Address:

See Exhibit A

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse Seyfarth Shaw 55 East Monroe Street Suite 4200 Chicago, Illinois 60603

- (iii) Construction Loan Mortgage and Security Agreement dated as of October 1, 1998, from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 3, 1998, as Document No. 08096990;
- (iv) Construction Loan Assignment of Rents and Leases dated as of October 1, 1998, from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 3, 1998, as Document No. 08096991;
- (v) Assignment of Plans, Permits and Contracts dated as of October 1, 1998, from the Mortgagor to Old LaSalle;
- (vi) Construction Loan Indemnity Agreement dated as of October 1, 1998 (the "Indemnity Agreement"), from the Mortgagor, Shaffer, Hiffman, Collins, Hulina and Harold Eisenberg to Old LaSalle; and
- (vii) Construction Loan Guaranty dated as of October 1, 1998 (the "Guaranty"), from Shaffer, Hiffman, Collins, Hulina and Harold Eisenberg to Old LaSalle; and

WHEREAS, Harold Eisenberg died subsequent to the execution and delivery of the Documents; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of November 1, 2000 (the "First Modification"), by and among the Mortgagor, Shaffer, Hiffman, Collins, Haima, the Estate of Harold Eisenberg and the Bank, recorded in the Office of the Recorder of Deedr, of Cook County, Illinois, on March 15, 2001, as Document No. 0010208007, and the Second Modification Agreement dated as of August 1, 2001 (the "Second Modification"), by and among the Mortgagor, Shaffer, Hiffman, Collins, Hulina, the Estate of Harold Eisenberg and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 26, Querys Document No. (9405 1101) (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in <a href="Exhibit A">Exhibit A</a> attached need and the personal property located thereon (the "Premises"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Defined Terms, References to Documents. (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.

(b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement.

(c) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Merger of Old LaSalle. The parties acknowledge that Old LaSalle was merged into the Bank effective as of May 1, 1999, and that by virtue of such merger the Bank is the successor by merger to all of rights and obligations of Old LaSalle under the Documents.

Section 3. Extension of Maturity Date. The maturity date of the Loan, as previously extended by the Previous Modifications, is hereby further extended from August 1, 2002, to August 1, 2003, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "August 1, 2002" is hereby changed to "August 1, 2003" each time it appears in the Documents, as modified and amended by the Previous Modifications.

Section 4. Foductions of Loan Amount. (a) The amount of the Loan and the Loan Amount, as previously reduced by the Second Modification, are hereby further reduced from \$26,775,000 to \$26,275,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$26,775,000" is hereby changed to "\$26,275,000" each time it appears in the Documents, as previously modified and amended by the Previous Modifications. The parties acknowledge that immediately prior to the execution and delivery of this Agreement, the principal amount outstanding on the Loan is \$25,875,347 (which amount outstanding is required to be reduced to \$25,375,347 by the \$500,000 principal payment provided for in Section 5(a) of this Agreement).

(b) If as of February 1, 2003, either or roth of the Leasing and Take-Out Conditions (as defined below) have not been satisfied, than the amount of the Loan and the Loan Amount, as reduced by the Second Modification and by paragraph (a) of this Section, shall immediately and automatically be further reduced from \$26,275,000 to \$25,975,000, and the Mortgagor shall immediately make a payment on the principal of the Loan and the Note in an amount equal to the amount, if any, by which the principal amount than outstanding on the Loan and the Note exceeds the reduced Loan Amount of \$25,975,000. For purposes of this Agreement, the following terms shall have the following meanings:

#### "Leasing and Take-Out Conditions" means the following:

- (i) The total amount of space in the Premises that is leased to conants in occupancy and paying rent under leases entered into in accordance with the provisions of the Documents is not less than 152,000 square feet.
  - (ii) A Take-Out Commitment is in full force and effect.

"Take-Out Commitment" means a loan commitment issued to the Mortgagor by an institutional lender, and in a form, acceptable to the Bank.

The Documents are hereby modified and amended to incorporate the foregoing provisions of this paragraph (b).

Section 5. Principal Payments. (a) On the date of the execution and delivery of this Agreement, and as a condition to the agreements of the Bank contained herein, the Mortgagor shall make a payment on the principal of the Loan and the Note in the amount of \$500,000.

- (b) If as of February 1, 2003, either or both of the Leasing and Take-Out Conditions have not been satisfied, the Mortgagor shall immediately make a payment on the principal of the Loan and the Note in an amount equal to the amount, if any, by which the principal amount then outstanding on the Loan and the Note exceeds the reduced Loan Amount of \$25,975,000 provided for in Section 4(b) of this Agreement.
- (c) The Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

Section 6. Increase in Interest Rates. If as of February 1, 2003, either or both of the Leasing and Take-Out Conditions have not been satisfied, (i) the LIBOR-Based Rate, as previously increased by the First Modification, shall immediately and automatically be further increased by 0.25%, from 2.50% (except as otherwise provided in Section 2.1 of the Loan Agreement) in addition to the Adjusted LIBOR Rate with respect to the applicable Interest Period, to 2.75% (except as otherwise provided in Section 2.1 of the Loan Agreement) in addition to the Adjusted LIBOR Rate with respect to the applicable Interest Period, and (ii) effective on and after February 1, 200%, the rate of interest on the Loan and the Note shall at all times be the greater of the Prime-Based Rate or LIBOR-Based Rate, as the case may be, and 4.75% per annum. All of the Documents are nereby modified and amended to incorporate the foregoing provisions of this Section.

Section 7. Loan Disbursements. Not inthistanding any provisions contained in the Documents, from and after the date of the execution and delivery of this Agreement, the proceeds of the Loan shall be disbursed in accordance with, and subject to the terms and conditions of, the provisions of the Loan Agreement relating to the disbursement of the proceeds of the Loan, but for no purpose other than to pay or reimpurse the actual cost to the Mortgagor of labor and materials required for the construction of tenent improvements under leases entered into in accordance with the provisions of the Loan Documents, and to pay leasing commissions to parties that are not related to or affiliated with the Mortgagor or any of the Guarantors; provided, however, that the principal amount outstanding on the Loan shall at no time exceed the Loan Amount, as reduced by Section 4(a) of this Agreement and, if it becomes applicable, by Section 4(b) of this Agreement. The last sentence of Section 4.1 of the Loan Agreement, which provides that no amount prepaid on the Loan and the Note may be borrowed again, shall not be applied to prevent disbursements of the Loan provided for above in this Section. The Documents are hereby modified and amended to incorporate the foregoing provisions of this Section. This Section supersedes Section 6 of the Second Modification.

Section 8. Cash Collateral Accounts. The parties acknowledge that Cash Collateral Account created under the First Modification is not currently held by the Bank, and that the Additional Cash Collateral Account created under the Second Modification shall continue to be funded by the Mortgagor and held and disbursed by the Bank in accordance with the provisions of the Second Modification.

Section 9. Modification Fee. The Mortgagor shall pay to the Bank a non-refundable modification fee in the amount of \$164,219, which amount shall be payable in installments as follows:

- (i) On the date of the execution and delivery of this Agreement, the sum of \$41,055, the payment of which shall be a condition to the agreements of the Bank contained in this Agreement.
- (ii) On 15th day of each of the months of January, April and July of 2003, the sum of \$41.055.

However, any unpaid portion of such fee shall be payable in full on the date of payment in full of all of the principal outstanding on the Loan, or on the date of the occurrence of any Event of Default under the Loan Agreement or any of the other Documents. The failure of the Mortgagor to pay any installment of such modification fee when due shall constitute an Event of Default under the Loan Agreement and the other Documents, and the Documents are hereby modified and amended accordingly.

Section 10. Addition of Sheila Trust to Indemnity Agreement. The Sheila Trust is hereby added as an indemnitor under the Indemnity Agreement. The Sheila Trust hereby joins in the Indemnity Agreement, and agrees to be jointly and severally bound and obligated under the Indemnity Agreement with the other parties thereto, all with the same effect as if the Sheila Trust had executed the Indemnitor Agreement as of October 1, 1998. All references in the Documents to the indemnitors under the Indemnity Agreement shall be deemed to include a reference to the Sheila Trust. All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

Section 11. Addition of Shells Trust to Guaranty. The Sheila Trust is hereby added as a guarantor under the Guaranty. The Sheila Trust hereby joins in the Guaranty, and agrees to be jointly and severally bound and obligated under the Guaranty with the other parties thereto, all with the same effect as if the Sheila Trust had executed the Guaranty as of October 1, 1998. All references in the Documents to the guaranto's under the Guaranty shall be deemed to include a reference to the Sheila Trust. All or the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

Section 12. Representations and Warranties. The Nortgagor and the Guarantors hereby represent and warrant to the Bank as follows:

- (a) The Mortgagor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement, the Previous Modifications and each of the Documents to which icis a party and to perform and consummate the transactions contemplated hereby and thereby.
- (b) Each of the Guarantors has all necessary power and authority power and authority to enter into this Agreement and such of the Previous Modifications and the Documents to which he or she is a party and to perform and consummate the transactions contemplated hereby and thereby.
- (c) The Sheila Trust is a trust duly organized and existing under the laws of the State of Illinois. Sheila Eisenberg is the Trustee of the Sheila Trust and has all necessary power and authority to enter into this Agreement on behalf of the Sheila Trust in her capacity as Trustee of the Sheila Trust.

- (d) This Agreement, the Previous Modifications and the Documents have been duly authorized, executed and delivered by such of the Mortgagor and the Guarantors as are parties thereto, and this Agreement, the Previous Modifications and the Documents constitute valid and legally binding obligations enforceable against such of the Mortgagor and the Guarantors as are parties thereto. The execution and delivery of this Agreement, the Previous Modifications and the Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of organization or operating agreement of the Mortgagor, or any agreement or other instrument to which the Mortgagor or any of the Guarantors are a party, or by which they are bound, or to which their properties are subject, or any existing law, administrative regulation, court order or consent decree to which they are subject.
- (e) The Mortgagor and the Guarantors are in full compliance with all of the terms and conditions of the Documents to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents.
- (f) There is to litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement, the Previous Modifications or any of the Documents, or questioning the validity thereof, or in any way contesting the existence or powers of the Mortgag or of the Guarantors, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement, the Previous Modifications or any of the Documents, or would result in any material adverse change in the financial condition, properties, business or operations of the Mortgagor or the Guarantors.

Section 13. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 14. Documents to Remain in Effect, Confirmation of Obligations: References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor and the Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as niodified and amended herein: (ii) acknowledge and agree that the Bank, by entering into this Agreer ien), does not waive any existing or future default or event of default under any of the Documents or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that neither Old LaSalle nor the Bank has heretofore waived default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as previously modified and amended by the Previous Modifications and as the case may be, as modified and amended by this Agreement.

Section 15. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor and the Guarantors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties

contained in the Documents and in all certificates heretofore delivered to Old LaSalle and the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 16. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 17. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

<u>Section 18</u>. Severability. In the event any provision of this Agreement shall be held invalid or unerforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 20. Construction. (a) The words "hereof," "herein," and "hereunder," and other words of a similar import remains this Agreement as a whole and not to the individual Sections in which such terms are used.

- (b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- (e) The Mortgagor, the Guarantors and the Bank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 21. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 22. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S), IF ANY, FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

	CENTURY, L.L.C.
	By Authorized Member of Board of Managers
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	John E. Shaffer
	John E. Grand
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	E. Thomas Collins, Jr.
	Julyd Hulma
	Richard E. Hulina
	AA.G.

the Sheila Trust

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CENTURY, L.L.C.
By Duly Authorized Member of Board of Managers
By
John E. Shaffer
Constant
Dennis J. Hiffman
C/O/T/O
E. Thomas Collins, Jr.
Richard E. Hulina
By Sheila Eisenberg, as Trustee of a Trust known as
the Sheila Trust

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CENTURY, L.L.C.
By Thomas Coll
Duly Authorized Member of Board of Managers
By
Bully Additional Monitor of Board of Maillagoro
John E. Shaffer
On//
Denn's J. Hiffman
E Thomas CEM
E. Thomas Collins, Jr. 10
Richard E. Hulina
Dv.
Sheila Eisenberg, as Trustee of a Trust known as the Sheila Trust

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# **UNOFFICIAL COPY**

LASALLE BANK NATIONAL ASSOCIATION

By\_\_\_\_

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STATE OF ILLINOIS )	ee
COUNTY OF COOK )	SS
METER EISENBERG	instrument was acknowledged before me this <u>25</u> day of 2002, by <u>Creaters Houne</u> and , duly authorized members of the Board of Managers of Century, lity company, on behalf of the limited liability company.
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STATE OF ILLINOIS	SS
COUNTY OF COOK )	Ox
The foregoing	instrument was acknowledged before me this day of 2002, by John E. Shaffer.
	Co,
	Notary Public
STATE OF ILLINOIS ) COUNTY OF COOK )	ss Continue
The foregoing	instrument was acknowledged before me this day of
	, 2002, by Dennis J. Hiffman.
	Notany Public

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STATE OF ILLINOIS )	SS
COUNTY OF COOK )	33
	instrument was acknowledged before me this day of , 2002, by and , duly authorized members of the Board of Managers of Century, ity company, on behalf of the limited liability company.
200	Notary Public
STATE OF ILLINOIS ) COUNTY OF COOK )	SS
The foregoing	instrument was acknowledged before me this <u>28 —</u> day of , 2002, by John E. Shaffer.
OFFICIAL SEAL GRACE FILL NOTARY PUBLIC, STATE OF ILLIN	Oss Till
MY COMMISSION EXPIRES:07/26	Notary Public
STATE OF ILLINOIS ) COUNTY OF COOK )	ss
The foregoing	instrument was acknowledged before me this day of 2002, by Dennis J. Hiffman.
	Notary Public

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STATE OF ILLINOIS )  SS	
COUNTY OF COOK )	
The foregoing instrument was acknowledged before more than a color of the Board L.L.C., an Illinois limited liability company, on behalf of the limited liab	and of Managers of Century,
OFFICIAL SEAL CECILIA GARCIA DE ALBA NOTARY PUBLIC JTAI E OF ILLINOIS MY COMMISSION EXPIRES 10-19-2003 Notary Public Notary Public	Moce
STATE OF ILLINOIS )	
COUNTY OF COOK )	
The foregoing instrument was acknowledged before m, 2002, by John E. Shaffer.	ne this day of
% Co	
Notary Public	
STATE OF ILLINOIS ) ) SS COUNTY OF COOK )	74
The foregoing instrument was acknowledged before m	ne this <u>2014</u> day of
OFFICIAL SEAL  CECILIA GARCIA DE ALBA  NOTARY PUBLIC STATE OF ILLINOIS  MY COMMISSION EXPIRES 10-19-2003  MY COMMISSION EXPIRES 10-19-2003	Uba

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STATE OF ILLINOIS )	ee.
COUNTY OF COOK )	SS
The foregoing	instrument was acknowledged before me this <u>29 He</u> day of , 2002,, by E. Thomas Collins, Jr.
OFFICIAL SEAL CECILIA GARCIA DE ALBA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10-19-2003	léctic Jaria de Alba Notary Public
STATE OF ILLINO'S )	ee.
COUNTY OF COOK )	SS
The foregoing	g instrument was acknowledged before me this day of, 2002, by Richard E. Hulina.
	Notary Public
STATE OF ILLINOIS ) COUNTY OF COOK )	SS C
The foregoing	instrument was acknowledged before me this day of
Sheila Trust.	nstrument was acknowledged before Me Mis day of, 2002, by Sheila Eisenberg, as Trustee of a Trust known as the
	Notary Public

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STATE OF ILLINOIS )	SS
COUNTY OF COOK )	33
	instrument was acknowledged before me this day of 2002,, by E. Thomas Collins, Jr.
	Notary Public
STATE OF ILLINO'S)	
COUNTY OF COOK	SS
The foregoing	ir is rument was acknowledged before me this day of, 2002, by Richard E. Hulina.
OFFICIAL SEAL M BRIDGET MURPHY NOTARY PUBLIC STATE OF ILLINOI MY COMMISSION EXP. AUG. 1,2005	M. Paradoct Murdy
	Notary Publid
STATE OF ILLINOIS ) (COUNTY OF COOK )	ss
The foregoing Sheila Trust.	g instrument was acknowledged before me this day of, 2002, by Sheila Eisenberg, as Trustee of a Trust known as the
OFFICIAL SEAL M BRIDGET MURPHY NOTARY PUBLIC STATE OF ILLE MY COMMISSION EXP. AUG. 12	NOB M. Buter Mughy

0405710112 Page: 17 of 19

STATE OF ILLINOIS )	SS
COUNTY OF COOK )	33
The foregoing	g instrument was acknowledged before me this 30th day of of of of
LaSalle Bank National Asso	ciation, a national banking association, on behalf of the association.
	Notary Public  Notary Public  OFFICIA  MARIA TESTATIA  MARIA T
	MARIA NOTARY PUBLIC SOLUTIONS NAY COMMISSION AND ADMINISTRATIONS NAY COMMISSION AND ADMINISTRATION AND ADMIN
	Office Office

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## **UNOFFICIAL COPY**

### EXHIBIT A LEGAL DESCRIPTION OF THE PREMISES

#### [SEE ATTACHED]

OF COOK COUNTY CLOPIES OFFICE

#### Permanent Tax Index Numbers:

14-28-119-003; 14-28-119-004; 14-28-119-0(5): 14-28-119-006;

14-28-119-007: 14-28-119-008;

14-28-119-011; and 14-28-119-024 CORRECTED FOR RECORDING BELOW

#### Address of Premises

2828 North Clark Street Chicago, Illinois

14-28-119-008

14-28-119-024

14-28-119-030

14-28-119-031

14-28-119-032

14-28-119-033

14-28-119-034

14-28-119-035

14-28-119-036

14-28-119-037

14-28-119-038

14-28-119-039

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14-28-119-041

14-28-119-042

14-28-119-043

14-28-119-044

14-28-119-045

14-28-119-046

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### **UNOFFICIAL COPY**

#### PARCEL 1:

LOTS 1 AND 2 (EXCEPT THAT PART OF THE SOUTH .71 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE, LYING EAST OF THE WEST 163.0 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2) IN BROMLEY'S SUBDIVISION OF THE EAST PART OF THE SOUTH 1/2 OF LOT 10 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, AND 7 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN BICKERDIKE'S AND STRELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

#### PARCEL 3:

THE EAST 207 FEET OF THE SOUTH 1.2 OF LOT 11 IN BICKERDIKE AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

#### PARCEL 4:

LOTS 18 AND 19 IN RAWORTH AND OTHERS SUBDIVISION OF PART OF LOTS 11, 12, 15 AND 16 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

