

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING  
RETURN TO:

Much Shelist  
191 North Wacker Drive, Suite 1800  
Chicago, IL 60606.1615  
Attn: Michael D. Burstein, Esq.



Doc#: 0502103023  
Eugene "Gene" Moore Fee: \$48.50  
Cook County Recorder of Deeds  
Date: 01/21/2005 09:32 AM Pg: 1 of 13

*This space reserved for Recorder's use only*

## MODIFICATION OF LOAN DOCUMENTS

**THIS MODIFICATION OF LOAN DOCUMENTS** (this "**Agreement**") is made as of the 12<sup>th</sup> day of December, 2004, by and among **THE CERMAK-MORGAN LLC**, an Illinois limited liability company ("**Borrower**") and **JPMORGAN CHASE BANK, N.A.** (successor to Bank One, N.A., a national banking organization), its successors and assigns ("**Lender**").

### RECITALS:

A. Lender previously made a loan ("**Loan**") to Borrower in the principal amount of Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) as evidenced by a Promissory Note dated December 12, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended from time to time, "**Note**"). Any capitalized term not otherwise defined in this Agreement has the meaning ascribed to it in the Note.

B. The Note is secured by, among other things, (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2001, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**"), on December 26, 2001, as Document No. 0011229551 ("**Mortgage**"), which Mortgage currently encumbers, after giving effect to that certain Partial Release of Mortgage dated of even date herewith, and recorded with the Recorder's Office on December \_\_, 2004, as Document No. \_\_\_\_\_, the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**"), (ii) that certain Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2001, from Borrower to Lender and recorded in the Recorder's Office on December 26, 2001, as Document No. 0011229552 (the "**Junior Mortgage**"), which Junior Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("**Junior Property**"); (iii) that certain Environmental Indemnity Agreement dated December 12, 2001, from Borrower and Guarantor (as defined therein) to Lender (the "**Indemnity Agreement**"); (iv) that certain First Amendment to Promissory Note, Mortgage and Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2002, from Borrower to Lender recorded with the Recorder's Office on December 20, 2002, as Document No. 0021418935 (the "**First Amendment**"), (v) that certain First Amendment to Promissory Note, Junior Mortgage and Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2002, from Borrower to Lender recorded with the Recorder's Office on December 20, 2002, as Document No. 0021418934 (the "**Junior First Amendment**"), (vi) that certain Second

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Amendment to Promissory Note, Mortgage and Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2003, from Borrower to Lender recorded with the Recorder's Office on April 23, 2004, as Document No. 0411406053 (the "**Second Amendment**"), (vii) that certain Second Amendment to Promissory Note, Junior Mortgage and Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 12, 2003, from Borrower to Lender recorded with the Recorder's Office on April 23, 2004, as Document No. 0411406052 (the "**Junior Second Amendment**"), and (viii) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the First Amendment, the Junior First Amendment, the Second Amendment, the Junior Second Amendment, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Agreement as the "**Loan Documents**").

C. Borrower desires to amend the Loan Documents in order to (i) extend the maturity of the Loan to December 12, 2005, and (ii) reduce the Applicable Margin to 1.50% per annum.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

**1. Amendments to Mortgage.**

(a) The Mortgage is amended by amending the definition of Note set forth in the Recital B to the Mortgage by deleting "December 12, 2004" in the tenth line thereof and replacing it with "December 12, 2005".

(b) Section 4.1 of the Mortgage is amended to provide that all notices to Lender be addressed as follows:

To Lender:

JPMorgan Chase Bank N.A.  
120 South LaSalle Street  
Second Floor  
Chicago, Illinois 60603  
Attention: Timothy R. Wendink

With a copy to:

Much Shelist  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615  
Attention: Steve Schwartz

**2. Amendments to Junior Mortgage.**

(a) The Junior Mortgage is amended by amending the definition of Note set forth in the Recital B to the Junior Mortgage by deleting "December 12, 2004" in the tenth line thereof and replacing it with "December 12, 2005".

(b) Section 4.1 of the Junior Mortgage is amended to provide that all notices to Lender be addressed to Lender as follows:

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To Lender:

JPMorgan Chase Bank N.A.  
120 South LaSalle Street  
Second Floor  
Chicago, Illinois 60603  
Attention: Timothy R. Wentink

With a copy to:

Much Shelist  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615  
Attention: Steve Schwartz

### 3. Amendments to Note.

The Note is amended as follows:

- (a) The definition of “**Applicable Margin**” set forth in Section 1(a)(ii) of the Note is amended by deleting “1.75%” and replacing it with “1.50%”.
- (b) Section 1(h) of the Note is amended by deleting “December 12, 2004” in the second line thereof and replacing it with “December 12, 2005”.

### 4. Representations and Warranties of Borrower.

Borrower represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties in the Mortgage, the Junior Mortgage and the other Loan Documents are true and correct as of this date.
- (b) There is currently no Event of Default under the Note, the Mortgage, the Junior Mortgage or 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, the Mortgage, the Junior Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of this date, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Agreement.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified in this Agreement. The execution and delivery of this Agreement and the performance of the Loan Documents as modified in this Agreement have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

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## 5. Expenses.

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

## 6. Miscellaneous.

(a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.

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

(c) Notwithstanding the execution of this Agreement by Lender, nothing contained in this Agreement may be considered to constitute Lender a venturer or partner of or in any way associated with Borrower nor will privity of contract be presumed to have been established with any third party.

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

(e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage", the "Junior Mortgage" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, the Mortgage, the Junior Mortgage and the other Loan Documents as amended. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

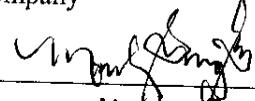
**[NO FURTHER TEXT ON THIS PAGE]**

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

**BORROWER:**

THE CERMAK-MORGAN LLC, an Illinois limited liability company

By:   
 Name: Mark Gepple  
 Title: Member

**LENDER:**

JPMORGAN CHASE BANK, N.A. (as successor by merger to Bank One, NA)

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_


Property of Cook County Clerk's Office

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

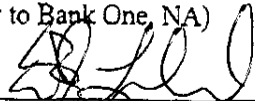
**BORROWER:**

THE CERMAK-MORGAN LLC, an Illinois limited liability company

By:   
 Name: Mark Sample  
 Title: Member

**LENDER:**

JPMORGAN CHASE BANK, N.A. (as successor by merger to Bank One, NA)

By:   
 Name: Erik J. Lundberg  
 Title: First Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF COOK     )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of JPMorgan Chase Bank, N.A., 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 December, 2004.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF KANE     )

I Sarah Michael, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Seigle, Member of The Cermak-Morgan LLC, 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 30<sup>th</sup> day of December, 2004.

Sarah Michael  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/9/08

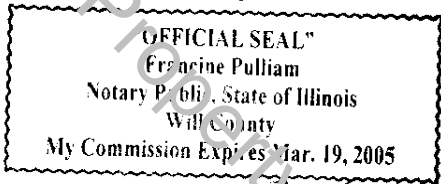


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STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF COOK )

I Francine Pulliam, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Erik Langeland, FVP of JPMorgan Chase Bank, N.A., 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 30 day of December, 2004.



Francine Pulliam  
Notary Public

My Commission Expires: 3/19/2005

STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF KANE )

I Sarah Michael, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Seide, Member of The Cermak-Morgan LLC, 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 30<sup>th</sup> day of December, 2004.

Sarah Michael  
Notary Public

My Commission Expires: 9/9/08





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## EXHIBIT A

### THE PROPERTY

THAT PART OF THE FOLLOWING DESCRIBED TRACT:

ALL OF LOTS 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 AND 57, AND PORTIONS OF LOTS 58, 59 AND 60 AND THE EAST 9.0 FEET OF LOTS 61 THROUGH 70, INCLUSIVE, AND THE EAST 9.0 FEET OF LOT 44, ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PORTIONS OF LUMBER STREET, VACATED BY ORDINANCE PASSED JANUARY 30, 1899 AND PORTIONS OF BLOCKS 1, 2, 3 AND 4 IN MCCORD'S SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST CERMAK ROAD 58.99 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD TO A POINT IN THE NORTH LINE OF SAID LOT 59 A DISTANCE 12.0 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID POINT BEING 200 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTHEASTERLY, DEFLECTING AN ANGLE OF 67 DEGREES 59 MINUTES 12 SECONDS TO THE RIGHT OF THE SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 131.83 FEET TO A POINT IN THE SOUTH LINE OF LOT 4, SAID BLOCK 1 IN MCCORD'S SUBDIVISION DISTANT 85.88 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1, SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 58 A DISTANCE OF 20.0 FEET TO THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTHEASTERLY 91.10 FEET TO A POINT 40.0 FEET WEST AND 45.0 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF BLOCK 1, A DISTANCE OF 45.0 FEET TO THE NORTH LINE OF WEST 22ND PLACE; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 66.0 FEET TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINES OF SAID WEST 22ND PLACE TO THE NORTHEAST CORNER OF LOT 1, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 122.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINES OF LOTS 1, 2, 3 AND 4, SAID BLOCK 2 IN MCCORD'S SUBDIVISION TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 20.0 FEET TO THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINES OF

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LOTS 5, 6, 7 AND 8 TO THE NORTHEAST CORNER OF SAID LOT 8, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF WEST 23RD STREET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 66.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF WEST 23RD STREET TO THE NORTHEAST CORNER OF SAID BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 3 TO THE NORTH LINE OF THE ALLEY IN SAID BLOCK 3; THENCE WEST ALONG SAID NORTH LINE OF SAID ALLEY TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 20.0 FEET TO THE SOUTH LINE OF SAID ALLEY IN SAID BLOCK 3; THENCE EAST ALONG SAID SOUTH LINE OF SAID ALLEY TO THE EAST LINE OF SAID BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERLY LINE OF LUMBER STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LUMBER STREET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHERLY LINE OF LUMBER STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LUMBER STREET TO THE NORTHEAST CORNER OF BLOCK 4 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 4 TO THE NORTHERLY BANK OF THE SOUTH BRANCH OF CHICAGO RIVER AS IMPROVED; THENCE WESTERLY ALONG SAID NORTHERLY BANK TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 9.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 44 OF GREENE'S SOUTH BRANCH TO CHICAGO; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, AND ITS NORTHERLY EXTENSION, A DISTANCE OF 1,394.73 FEET TO POINT OF BEGINNING.

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EXCEPTING THEREFROM:

A TRACT OF LAND COMPOSED OF LOTS 54, 55, 56 AND 57, AND PORTIONS OF LOTS 53, 58 AND 59 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) AND PORTIONS OF BLOCK 1 AND 2 IN MCCORD'S SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 59 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, DISTANCE 12.00 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD COMPANY'S (FORMERLY CHICAGO BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE, AS NOW (JULY, 1998) LOCATED AND CONSTRUCTED, SAID POINT BEING 200.00 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD, AS MEASURED ALONG SAID SOUTH LINE, SAID POINT OF BEGINNING BEING ALSO 616.23 FEET EAST OF THE NORTHWEST CORNER OF LOT 60 IN AFORESAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH 23 DEGREES 36 MINUTES 41 SECONDS EAST (WITH THE BEARING BASIS BEING ASSUMED) ALONG A STRAIGHT LINE, DEFLECTING AN ANGLE OF 67 DEGREES 59 MINUTES 12 SECONDS TO THE RIGHT OF THE SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 171.83 FEET TO A POINT IN THE SOUTH LINE OF LOT 4 IN SAID BLOCK 1 IN MCCORD'S SUBDIVISION DISTANT 85.88 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1, SAID BLOCK 1; THENCE SOUTH 88 DEGREES 24 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 4 A DISTANCE OF 1.82 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 58 A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF LOT 5, IN SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 38 MINUTES 12 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 91.10 FEET TO A POINT 40.00 FEET WEST AND 45.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 8 IN SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS EAST ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 45.00 FEET TO THE NORTH LINE OF WEST 22ND PLACE; THENCE SOUTH 88 DEGREES 24 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID WEST 22ND PLACE, A DISTANCE OF 48.23 FEET TO A POINT ON THE EAST LINE OF LOT 57 IN AFORESAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, SAID POINT BEING ALSO THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 1 OF AFORESAID MCCORD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE OF LOT 57 AND ALONG THE EAST LINE OF LOT 56 IN AFORESAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 4 IN BLOCK 2 OF AFORESAID MCCORD'S SUBDIVISION; THENCE NORTH 56 DEGREES 24 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF WEST 22ND STREET, A DISTANCE OF 88.37 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID MCCORD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 36 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 IN BLOCK 2 OF SAID MCCORD'S SUBDIVISION, A DISTANCE OF 122.22 FEET TO THE SOUTHEAST CORNER OF

DESCRIPTION CONTINUES ON FOLLOWING PAGE

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SAID LOT 1; THENCE SOUTH 88 DEGREES 24 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE SOUTH LINE OF LOTS 2,3 AND 4 IN SAID BLOCK 2 OF MCCORD'S SUBDIVISION, A DISTANCE OF 88.22 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN BLOCK 2 OF MCCORD'S SUBDIVISION, SAID SOUTHWEST CORNER OF LOT 4 BEING ALSO A POINT ON THE EAST LINE OF LOT 55 IN AFORESAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF LOT 55 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF LOT 5 IN BLOCK 2 OF MCCORD'S SUBDIVISION; THENCE NORTH 68 DEGREES 24 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 5 AND ALONG THE NORTH LINE OF LOTS 6,7 AND 8 IN SAID BLOCK 2 OF MCCORD'S SUBDIVISION, A DISTANCE OF 88.20 FEET TO THE NORTHEAST CORNER OF LOT 8 IN SAID BLOCK 2 OF MCCORD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 38 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8, THENCE SOUTH 88 DEGREES 24 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND ALONG THE SOUTH LINE OF LOTS 7,8 AND 5 IN BLOCK 2 OF MCCORD'S SUBDIVISION, A DISTANCE OF 88.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, SAID SOUTHWEST CORNER OF LOT 5 BEING ALSO A POINT ON THE EAST LINE OF LOT 54 IN AFORESAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 54 AND ALONG THE EAST LINE OF LOT 53 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, A DISTANCE OF 26.20 FEET TO A POINT; THENCE SOUTH 88 DEGREES 21 MINUTES 05 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 388.43 FEET TO A POINT; THENCE NORTH 01 DEGREES 38 MINUTES 55 SECONDS WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 350.39 FEET TO A POINT; THENCE NORTH 11 DEGREES 08 MINUTES 14 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 112.15 FEET TO A POINT; THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG A STRAIGHT LINE, PARALLEL WITH THE SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 01 DEGREES 35 MINUTES 53 SECONDS WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO THE DESCRIBED LINE, A DISTANCE OF 188.65 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, TANGENT WITH THE LAST DESCRIBED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 35.38 FEET AND A CHORD BEARING OF NORTH 43 DEGREES 24 MINUTES 45 SECONDS EAST, AN ARC DISTANCE OF 39.17 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF WEST CERMAK ROAD; THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 258.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. #17-29-200-028 (affects the Property and other land)  
 #17-29-203-021 (affects the Property and other land)

Common Address: 955 W. Cermak Road, Chicago, Illinois

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## EXHIBIT B

### THE JUNIOR PROPERTY

ALL OF THOSE PARTS OF LOTS 40 THROUGH 44, INCLUSIVE, LOTS 60 THROUGH 70, INCLUSIVE, LOTS 71 AND 72, ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED SOUTH MORGAN STREET AND THAT PART OF VACATED SOUTH LUMBER STREET, BY ORDINANCE PASSED JANUARY 30, 1899, LYING SOUTH OF THE SOUTH LINE OF LOTS 70 AND 71 AFORESAID AND NORTH OF THE NORTH LINE OF LOTS 40 THROUGH 44 AFORESAID, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 60 AFORESAID, THENCE SOUTH 88 DEGREES 23 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT, BEING ALSO THE SOUTH LINE OF WEST CERMAK ROAD, 58.99 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 1 DEGREE 35 MINUTES 16 SECONDS EAST, ALONG A LINE DRAWN 9.00 FEET WESTERLY (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE EAST LINE OF LOTS 61 THROUGH 70 AND THERE EXTENSIONS THEREOF, (SAID EAST LINE BEING ALSO THE WEST LINE OF JOYS CANAL (FILLED IN UNDER PERMIT NUMBER 6475 ISSUED BY THE STATE OF ILLINOIS DIVISION OF WATERWAYS, DATED JANUARY 7, 1949 AND RECORDED MARCH 11, 1949 AS DOCUMENT 14527648) LYING NORTH OF THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID AND LYING SOUTH OF THE SOUTH LINE OF LOT 60 AFORESAID) A DISTANCE OF 1394.73 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IMPROVED; THENCE SOUTH 82 DEGREE 56 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE, 113.65 FEET TO AN ANGLE CORNER; THENCE SOUTH 87 DEGREES 44 MINUTES 35 SECONDS WEST, ALONG SAID NORTHERLY LINE, 232.69 FEET TO A POINT, SAID POINT BEING 4.01 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF THE WESTERLY LINE OF LOT 41 AFORESAID; THENCE NORTH 2 DEGREES 10 MINUTES 29 SECONDS WEST, 508.23 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY TERMINUS OF VACATED MORGAN STREET AFORESAID; THENCE NORTH 88 DEGREES 23 MINUTES 37 SECONDS EAST ALONG SAID WESTERLY EXTENSION AND ALONG SAID NORTHERLY TERMINUS, 110.51 FEET TO THE SOUTHWEST CORNER OF LOT 68 AFORESAID; THENCE NORTH 1 DEGREE 32 MINUTES 19 SECONDS WEST, ALONG THE WEST LINE OF LOTS 60 THROUGH 68, SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH MORGAN STREET, 900.00 FEET TO THE NORTHEAST CORNER OF LOT 60 AFORESAID, THENCE NORTH 88 DEGREES 23 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 60, BEING ALSO THE SOUTHERLY LINE OF WEST CERMAK ROAD, 239.73 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-29-200-029

Common Address: 977 W. Cermak Road, Chicago, Illinois