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Eugene "Gene" Moore Fee: \$50.00 Cook County Recorder of Deeds Date: 04/27/2005 10:28 AM Pg: 1 of 14

### MIDWEST BANK AND TRUST COMPANY

Loan Assumption and Modification Agreement

Date:

March 9, 2005

Location of Property: 1138-1146 Westgate Street

Oak Park, Illinois 60301

Box 400-CTCC

### LOAN ASSUMPTION AND MODIFICATION AGREEMENT

THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of March 9, 2005, by and among 1146 WESTGATE LLC, an Illinois limited liability company, having its principal place of business at 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077 ("Assuming Borrower") and CHITOWN – OAK PARK LLC, an Illinois limited liability company, having its principal place of business at 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077 ("Original Borrower") and MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation whose mailing address is 501 West North Avenue, Melrose Park, Illinois 60160 ("Lender").

#### **Recitals**

All capitalized terms not defined herein are defined on the attached and incorporated Exhibit A.

- A. Lender mad: a loan to Original Borrower in the original principal amount of THREE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,800,000.00) ("Loan No. 1"). Loan No. 1 is evidenced and secured by the documents executed in favor of Original Lender by O iginal Borrower, including, but not limited to, those set forth on Exhibit A (the "Loan No. 1 Documents").
- **B.** Lender also made a loan to Coginal Borrower in the original principal amount of SEVEN THOUSAND AND 00/100 DOLLARS (\$700,000.00) ("Loan No. 2"). Loan No. 2 is evidenced and secured by the documents executed in favor of Original Lender by Original Borrower, including, but not limited to, those set forth on Exhibit A (the "Loan No. 2 Documents").
- C. Original Borrower continues to be the owner of the real property and improvements thereon described in and encumbered by the Mortgages and the other Loan Documents.
- D. Original Borrower has agreed to transfer and Assuming Porrower has agreed to acquire that certain real property more particularly described on Exhibit 2 attached hereto, together with all other property encumbered by the Mortgages, the Assignments of Rents and the other Loan Documents (collectively, the "Property"). The Assuming Borrower has agreed to assume the Loans and the obligations of Original Borrower under the Loan Documents, and the transfer of the Property is conditioned upon the Lender's consent to the transfer of the Property and the assumption of the Loans (the "Assumption Transaction").
- E. Pursuant to the terms of the Mortgages, Original Borrower does not have the right to transfer the Property to a third party without Lender's consent. Original Borrower and Assuming Borrower have requested that Lender consent to the conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgages,

the Assignments of Rents and the other Loan Documents, each as modified herein, and to the assumption by Assuming Borrower of the Loans and the obligations of Original Borrower under the Loan Documents.

- F. Lender is willing to consent to the conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgages, the Assignments of Rents and the other Loan Documents, each as modified herein, and to the assumption by Assuming Borrower of the Loans and the obligations of Original Borrower under the Loan Documents, on and subject to the terms and conditions set forth in this Agreement and in the Mortgages, the Assignments of Rents and in the other Loan Documents, each as modified herein.
- G. Lee der, Original Borrower, and Assuming Borrower, by their respective executions hereof, evidence their consent to the transfer of the Property to Assuming Borrower and the modification and assumption of the Loan Documents, each as modified herein, as hereinafter set forth.

### Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

### 1. Representations, Warranties, and Covenants of Original Borrower.

Original Borrower hereby represents to Lender, as of the date hereof, that: (a) (i) contemporaneously with the execution and delivery hereof it has conveyed and transferred all of the Property to Assuming Borrower; (ii) contemporaneously with the execution and delivery hereof, it has assigned and transferred to Assuming Borrower and leases, tenancies, security deposits and prorated rents of the Property in effect as of the date here of ("Leases") retaining no rights therein or thereto; (iii) it has not received a mortgage from Assuming Borrower encumbering the Property to secure the payment of any sums due Original Borrower or obligations to be performed by Assuming Borrower; (iv) the Loan No. 1 Mortg2ge is a valid first lien on the Property for the full unpaid principal amount of Loan No. 1 and all other amounts as stated therein and Loan No. 2 Mortgage is a valid lien on the Property for the all unpaid principal amount of Loan No. 2 and all other amounts stated therein; (v) to its actual knowledge, there are no defaults by it under the provisions of the Notes, the Mortgages, the Assignments of Rents or the other Loan Documents; (vi) there are no defenses, set-offs or rights of defense, setoff or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Notes, the Mortgages, the Assignments of Rents or the other Loan Documents; (vii) all provisions of the Notes, the Mortgages, the Assignments of Rents and the other Loan Documents are in full force and effect, except as modified herein; and (viii) there are no subordinate liens of any kind covering or relating to the Property nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received.

(b) Original Borrower hereby covenants and agrees that: (i) from and after the date hereof, Lender may deal solely with Assuming Borrower in all matters relating to the Loans, the Loan Documents, and the Property; (ii) it shall not at any time hereafter take a mortgage encumbering the Property from Assuming Borrower to secure any sums to be paid or obligations to be performed by Assuming Borrower so long as any portion of the Loan remains unpaid; (iii) Lender has no further duty or obligation of any nature relating to the Loans or the Loan Documents to Original Borrower; and (iv) it hereby releases Lender, together with any of its officers, directors, partners, employees, servicers and agents, from all claims and liabilities relating to the transaction evidenced by the Loan Documents or in connection with the Assumption Transaction through and including the date hereof.

Original Bor ower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

### 2. Representations, Warranties, and Covenants of Assuming Borrower.

- (a) Assuming Forrower hereby represents and warrants to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, it has acquired from Original Borrower all of the Property, and has accepted Original Borrower's assignment of the Leases; (ii) it has assumed the performance of Original Borrower's obligations under the Leases; and (iii) it has not granted to Original Borrower a mortgage or other lien upon the Property to secure any debt or obligations owed to Original Borrower.
- assumes the obligations contained in the Loan Documents in accordance with the terms of this Agreement; (ii) shall pay when and as due all sums due under the Notes and other Loan Documents (as modified hereby); (iii) shall perform all obligations imposed upon Original Borrower under the Mortgages, the Assignments of Rents and all other Loan Documents, all as modified hereby; and (iv) releases Lender, together with any of its officers, directors, partners, employees, servicers and agents, from all claims and liabilities relating to the transaction evidenced by the Loan Documents or in connection with the Assumption Transaction through and including the date hereof. Assuming Borrower shall not hereafter, without 1 ender's prior consent in accordance with the terms of the Loan Documents, further encumber the Property or sell or transfer the Property or any interest therein, except as may be specifically permitted in the Loan Documents. Assuming Borrower has no actual knowledge that any of the representations and warranties made by the Original Borrower herein are untrue, incomplete, or incorrect.
- (c) Assuming Borrower is a limited liability company duly organized and validly existing under the laws of the State of its formation, and is qualified to do business in the State where the Property is located. Assuming Borrower's registered office is as set forth in its Articles of Organization and Operating Agreement or most recent amendment thereto. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents. The Assuming Borrower is in good standing under the laws of the State of its formation.

- (d) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Borrower, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity. Neither the entry into nor the performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Borrower or any property of Assuming Borrower is bound or, to Assuming Borrower's actual knowledge, any statute, rule or regulation applicable to Assuming Borrower.
- (e) There is no action, proceeding or investigation pending or, to the best of Assuming Borrower's actual knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or etherwise) or business of Assuming Borrower.
- Assuming Borrower and its members in connection with Assuming Borrower's request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Assuming Borrower were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Borrower has occurred, and there is not any pending or, to Assuming Borrower's actual knowledge, threatened, litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Borrower or its members.
- (g) No representation or warranty of Assuring Borrower made in this Agreement contains any untrue statement of material fact or orants to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

Assuming Borrower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

3. Assumption of Obligations. Assuming Borrower hereby assumes all of the obligations of every type and nature set forth in the Notes, the Mortgages, the Assignments of Rents and the other Loan Documents in accordance with their respective terms and conditions, including all indebtedness due thereunder, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein (except for those representations which relate to the organizational status of Original Borrower), all as though each of the Loan Documents had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay, perform, and discharge each and every obligation of payment and performance under, pursuant to and as set forth in the Notes, the Mortgages, the Assignments of Rents and the other Loan Documents at

the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of its obligations under the Notes, the Mortgages, the Assignments of Rents or any of the Loan Documents, as applicable; (ii) there are no monetary encumbrances or liens of any kind or nature against the Property except those created by the Loan Documents or others in favor of Lender; and (iii) all rights, priorities, titles, liens and equities securing the payment of the Notes are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Notes, except as amended herein.

- 4. Consent to Conveyance and Assumption; Release. Subject to the terms and conditions set forth in the Agreement, Lender consents to: (a) the conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgages and the other Loan Documer is: and (b) the assumption by Assuming Borrower of the Loans and of the obligations of Original Borrower under the Loan Documents. Original Borrower is hereby released from any liability to Lender under any and all of the Notes, the Mortgages, the Assignments of Rents and the other Con Documents arising or first accruing subsequent to the transfer of the Property to Assuming Do rower and the assumption by Assuming Borrower hereunder. Lender's consent to such transfer shall, however, not constitute its consent to any subsequent transfers of the Property. Original Borrower hereby acknowledges and agrees that the foregoing release shall not be construed to release Original Borrower from any personal liability under the Notes or any of the other Loan Documents for any acts or events occurring or obligations arising prior to or simultaneously with the tarsfer of the Property to the Assuming Borrower and the assumption by Assuming Borrower of the Obligations under the Loan Documents.
- 5. Acknowledgment of Indebtedness. This Agreement ecognizes and the parties acknowledge and agree that the principal amount outstanding under the Loan No. 1 Note is \$3,800,000.00, and interest on the Loan No. 1 Note is paid through February 13, 2005. This Agreement recognizes and the parties acknowledge and agree that the principal amount outstanding under the Loan No. 2 Note is \$700,000.00, and interest on the Loan No. 2 Note is paid through February 13, 2005. Assuming Borrower acknowledges and agrees that the Loans, as evidenced and secured by the Loan Documents, are the valid and existing indebtedness payable by Assuming Borrower to Lender.
- 6. <u>Modifications of the Loan Documents</u>. The Loan Documents are hereby modified as follows:
- (a) All notice provisions of the Loan Documents which provide addresses for Borrower are hereby amended to read as follows: 1146 Westgate LLC, 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077, Attn: Seymour Taxman.

- 7. <u>Interest Accrual Rates and Monthly Installment Payment Amounts to</u>
  <u>Remain the Same</u>. The interest rates and the monthly payments set forth in the Notes and the maturity dates of the Notes shall remain unchanged.
- 8. <u>No Further Consents</u>. Assuming Borrower and Original Borrower acknowledge and agree that Lender's consent herein contained is expressly limited to the conveyance, assignment and transfer herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property.

### 9. Deizult.

- (a) <u>Preach</u>. Any breach of Assuming Borrower of any of the representations and warranties shall constitute a default under the Mortgages and each other Loan Document.
- (b) <u>Failure to Comply</u>. Assuming Borrower's failure to fulfill any one of the conditions set forth in this Agree nert shall constitute a default under this Agreement and the Loan Documents.
- 10. <u>Incorporation of Recitals</u> Each of the Recitals set forth above in this Agreement are incorporated herein and made a past hereof.
- 11. Property Remains as Security for Leader. All of the Property as described and defined in the Mortgages, as amended, shall remain in all respects subject to the lien, charge or encumbrance of the Mortgages, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Notes or the Mortgages, or any of the Loan Documents, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the Notes, if any, held by Lender.
- 12. <u>No Waiver by Lender</u>. Except as otherwise expressly provided parein, nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any loan agreement, the Notes or any of the other Loan Documents.
- 13. <u>References</u>. From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such of the Loan Documents, as modified by this Agreement; and (b) references in the Notes and Mortgages and the Loan Documents to "Borrower" or "Grantor" shall hereafter be deemed to refer to Assuming Borrower.
- 14. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

- 15. <u>Captions</u>. The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.
- 16. <u>Partial Invalidity</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.
- 17. Entire Agreement. This Agreement and the documents contemplated to be executed herewith constitutes the entire agreement among the parties hereto with respect to the assumption of the i can and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof.
- 18. <u>Binding Effect</u>. This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns: provided, however, that the foregoing provisions of this Section shall not be deemed to be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.
- 19. <u>Multiple Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.
- 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 21. Fees and Expenses. Original Borrower shall pay (or cause Assuming Borrower to pay): all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel to Lender. It shall constitute a default under the Notes and Loan Documents if these costs and expenses are not pair to Lender within then (10) days after written demand by Lender.
- 22. <u>Effective Date</u>. This Agreement shall be effective as of the date first above written upon execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Loan Assumption and Modification Agreement to be effective as of the date first aforesaid.

Droporty or Co

#### **ASSUMING BORROWER:**

1146 WESTGATE LLC, an Illinois limited liability company

By: Timothy J. Anderson, a Manager

### **ORIGINAL BORROWER:**

CHITOWN – OAK PARK LLC,
An Illinois limited liability company

By: \_\_\_\_\_\_\_Szyriour Taxman, Sole Member

LENDER:

MIDWEST BANK AND TRUST COMPANY

Ken Kosin, Senior Vice President

#351530.3

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Loan Assumption and Modification Agreement to be effective as of the date first aforesaid.

, A	ASSUMING BORKOWEK.
	146 WESTGATE LLC, an Illinois limited liability company
P I	By: Timothy J. Anderson, a Manager
	ORIGINAL BORROWER:
0/	CHITOWN – OAK PARK LLC, An Illinois limited liability company
	By: Seymour Taxman, Sole Member
	LENDER:
	MIDWEST BANK AND TRUST COMPANY
	O <sub>Sc.</sub>

Ken Kosin, Senior Vice President

#351530.3

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	"OFFICIAL SEAL"  NANCY ANDERSON  Notary Public. State of Illinois  My Commission Expires. 06/03/06  in the State aforesaid, do hereby certify that y"), who is personally known to me to be the
COUNTY OF COOK	) ss: )	Recording the second se
Timothy J. Anderson, a Manager of 11 same person whose name is subscribed person and acknowledged that he signe the free and cluntary act of the Comp  GIVEN under my hand and not start of the Comp	46 Westgate LLC ("Company to the foregoing instrument and and delivered the said instrument, for the uses and purpose	as such Manager, appeared before me this day in ument as his own free and voluntary act and as stherein set forth.  March, 2005.  March, 2005.  March, 2005.
COUNTY OF COOK		
Seymour Taxman, the Sole Member of be the same person whose name is sub	f Chitow 1 – Oak Park LLC ('scribed to the foregoing instruction signed and delivered the sage Company, for the uses and part of the sage Company, for the uses and part of the sage of th	f March, 2005.
	My Commiss	
STATE OF ILLINOIS COUNTY OF COOK	[NOTARIAI ) ) ss: )	SEAL]
Kosin, a Senior Vice President of Mid be the same person whose name is sub before me this day in person and ackn	west Bank and Trust Companies or the foregoing instruction of the foregoing in the control of the Company, for the company for the company day of	$\sim$ -1
	Notary Publi My Commis	c 2/and

"OFFICIAL SEAL"

Patricia M. Burke

Notary Public, State of Illinois

My Commission Expires Feb. 27, 2008

[NOTARIAL SEAL]

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS	) (5)	
COUNTY OF COOK	) ss: )	
Timothy J. Anderson, a Manager of 1146 We same person whose name is subscribed to the	estgate L e foregoi delivere	or said County, in the State aforesaid, do hereby certify that LC ("Company"), who is personally known to me to be the ng instrument as such Manager, appeared before me this day in the said instrument as his own free and voluntary act and as es and purposes therein set forth.
GIVEN under my hand and notarial	seal, thi	s day of March, 2005.
		Notary Public My Commission Expires: [NOTARIAL SEAL]
STATE OF ILLINOIS COUNTY OF COOK	) ) ss: )	
Seymour Taxman, the Sole Member of Chitche the same person whose name is subscribe	ow 1 – Or d to the 1 ned and d	or said County, in the State aforesaid, do hereby certify that ak Park LLC ("Company"), who is personally known to me to foregoing instrument as such Member, appeared before me this deliver d the said instrument as his own free and voluntary act the uses and purposes therein set forth.
GLENN TAXMAN	l seal, thi	is <u>9th</u> day of March, 2005.
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/04/06		Notary Public My Commission Expires.
STATE OF ILLINOIS	) ) ss:	[NOTARIAL SEAL]
COUNTY OF COOK	)	
Kosin, a Senior Vice President of Midwest E be the same person whose name is subscribe before me this day in person and acknowled	Bank and d to the ged that	or said County, in the State aforesaid, do hereby certify that Ken Trust Company ("Bank"), who is personally known to me to foregoing instrument as such Senior Vice President, appeared he signed and delivered the said instrument as his own free and Company, for the uses and purposes therein set forth.
GIVEN under my hand and notaria	l seal, th	is day of March, 2005.
		Notary Public My Commission Expires: [NOTARIAL SEAL]

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# **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LOAN NO. 1

- (1) Promissory Note dated September 14, 2004, payable by Original Borrower to Lender in the original principal amount of Three Million Eight Hundred Thousand and 00/100 Dollars (\$3,800,000.00) (the "Loan No. 1 Note")
- (2) Mortgage dated September 14, 2001, granted by Original Borrower to Lender, recorded on September 19, 2001, as Document No. 0010869833, in Cook County, Illinois ("Recorder's Office") (the "Loan No. 1 Mortgage")
- (3) Assignment of Kents, dated September 14, 2001, granted by Original Borrower to Lender, recorded on September 19, 2001, as Document No. 0010869834, in the Recorder's Office (the "Loan No. 1 Assignment of Rents")
- (4) Loan Agreement dated Scriember 14, 2004 between Original Borrower and Lender

All of the above are collectively referred to as "Loan No. 1 Documents".

### LOAN NO. 2

- (5) Promissory Note dated September 14, 2004, payable by Original Borrower to Lender in the original principal amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (the "Loan No. 2 Note")
- Mortgage dated September 14, 2001, granted by Original Borrower to Lender, recorded on September 19, 2001, as Document No. 0010869835, in Cocκ County, Illinois ("Recorder's Office") (the "Loan No. 2 Mortgage")
- (7) Assignment of Rents, dated September 14, 2001, granted by Original Borrower to Lender, recorded on September 19, 2001, as Document No. 0010869836, in the Fecorder's Office (the "Loan No. 2 Assignment of Rents")
- (8) Loan Agreement dated September 14, 2004 between Original Borrower and Lender

Items 5 through 8 above, both inclusive, are collectively referred to as the "Loan No. 2 Documents".

The Loan No. 1 Note and the Loan No. 2 Note are collectively referred to as the "Notes".

The Loan No. 1 Mortgage and the Loan No. 2 Mortgage are collectively referred to as the "Mortgages".

The Loan No. 1 Assignment of Rents and the Loan No. 2 Assignment of Rents are collectively referred to as the "Assignments of Rent".

The Loan No. 1 Documents and the Loan No. 2 Documents are collectively referred to as the "Loan Documents".

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# **UNOFFICIAL COPY**

#### **EXHIBIT B**

### LEGAL DESCRIPTION OF REAL PROPERTY

THE EAST ½ OF LOT 5 AND ALL OF LOTS 6 AND 7 (EXCEPT THE SOUTH 18 ½ FEET OF SAID LOTS 5, 6 AND 7) IN BLOCK 1 IN WHAPLES SUBDIVISION, ALSO LOTS 9 AND 10 (EXCEPT THE SOUTH 18 1/2 FEET THEREOF) IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, BOTH INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S 50 BDIVISION, ALL OF ABOVE BEING THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE Coot County Clark's Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-07-124-036-0000

16-07-124-037-0000