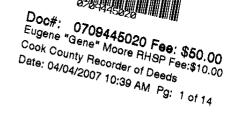
20199177 02**-**22-07

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

Alvin L. Kruse Seyfarth Shaw LLP 131 South Dearborn Street Suite 2400 Chicago, Illinois 60603



### THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT dated as of February 28, 2007, by and among CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an Illinois not for profit corporation (the "Borrower"), and NCIS, FSB, a federal savings bank (the "Bank");

### WITNESSETH:

WHEREAS, the Borrower and Chicago Claristian Industrial League Properties, Inc., an Illinois not for profit corporation ("Properties"), and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Construction Loan Agreement dated as of May 1, 2004 (the "Loan Agreement"), by and between Properties and the Bank;
- (ii) Construction Loan Mortgage Note dated May 1, 2004 (the "Note"), from Properties to the Bank in the principal amount of \$5,522,900;
- (iii) Construction Loan Mortgage and Security Agreement dated as of May 1, 2004, from Properties to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 14, 2004, as Document No. 0413544099;
- (iv) Construction Loan Assignment of Rents and Leases dated as of May 1, 2004, from Properties to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 14, 2004, as Document No. 0413544100;
- (v) Assignment of Plans, Permits and Contracts dated as of May 1, 2004, from Properties to the Bank;

- (vi) Security Agreement (Redevelopment Documents) dated as of May 1, 2004, from Properties to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 14, 2004, as Document No. 0413544101;
- (vii) Construction Loan Indemnity Agreement dated as of May 1, 2004, from Properties and the Borrower to the Bank; and
- (viii) Construction Loan Guaranty of Payment and Performance dated as of May 1, 2004, from the Borrower (as guarantor) to the Bank; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement detel as of February 28, 2006 (the "First Modification"), by and among Properties, the Borrower and the Bank, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 20, 2006, as Document No. 0635422175, and the Memorandum of Agreement dated as of December 20, 2006 (the "Second Modification"), by and between the Borrower and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 20, 2006, as Document No. 0635422177 (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, as is more fully rescribed in the Second Modification, the Borrower is the successor by merger to the properties, right, and obligations of Properties; and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in **Exhibit A** attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as modified and amended by the Previous Modifications, as more fully provided for herein, all as modifications, amendments and continuations of, but not as novations of, the Documents;

NOW, THEREFORE, in consideration of the premises and the nutual 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. Modification of Loan Agreement.

(a) The defined term "Required Completion Date" in Section 1.1 of the Loan Agreement is hereby modified and amended to read as follows:

"Required Completion Date" means October 1, 2007.

- (b) Paragraph (b) of Section 2.1 of the Loan Agreement, as previously modified and amended by the Previous Modifications, is hereby amended and restated in its entirety, to read as follows:
  - Except as otherwise provided in this Agreement, the principal amount of (b) the Loar, and the Note from time to time disbursed and outstanding shall bear interest at the rate of 8.0% per annum. Interest on the Loan and the Note which is accrued and unpaid as of February 28, 2006, shall bear interest commencing on that date until paid at the rate of 8.0% per annum. Interest on the Loan and the Note shall be computed on the basis of a 360-day year and the actual number of days elapsed. Accrued interest on the Loan and the Note shall be payable on October 31, 2007. On February 28, 2008, and on the 28th day of each February thereafter to and including February 28, 2018, a payment, including both principal and interest, shall be due on the Loan and the Note in amount equal to the amount of the an unil payment of principal and interest that is necessary to pay all of the principal of and in elest on a loan in a principal amount equal to the Amortizing Amount (as defined below) and bearing interest at the rate of 8.0% per annum, through 12 consecutive, equal annual installments, including both principal and interest, payable on the last day of each year that such loan is outstanding, as calculated by the Bank, which calculation shall be controlling absent manifest error. All of the unpaid principal of and accrued and unpaid interest on the Loan and the Note, if not earlier paid, shall be due and payable on February 23, 2019. The Loan and the Note are subject to mandatory prepayment prior to maturity under certain circumstances in accordance with the provisions of Section 2.2 of this Agreement. For purposes of this Agreement, the term "Amortizing Amount" means (i) if the Certificate of Completion under the Redevelopment Agreement has been issued, the final amount of the Redevelopment Notes as determined by the City at the time of the issuance of such Certificate of Completion, or (ii) in the absence of the issuance of the Certificate of Completion under the Redevelopment Agreement, the principal amount outstanding on the Loan and the Note.
- <u>Section 3.</u> <u>Modification of Mortgage</u>. Section 2.1 of the Mortgage, as previously modified and amended by the Previous Modifications, is hereby amended and restated in its entirety, to read as follows:
  - Section 2.1. Payment of Indebtedness. The Mortgagor covenants and agrees that it will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums to be paid by the Mortgagor as provided in the Loan Documents, and that it will duly and

punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagor. All amounts payable under this Mortgage shall be paid by the Mortgagor without offset or other reduction. The Note secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$5,522,900, and bears interest at the rate of 8.0% per annum. Interest on the Note which is accrued and unpaid as of February 28, 2006, shall bear interest commencing on that date until paid at the rate of 8.0% per annum. Interest on the Note shall be computed on the basis of a 360-day year and the actual number of days elapsed. Accrued interest on the Note shall be payable on October 31, 2007. On February 28, 2008, and on the 28th day of each February thereafter to and including February 28, 2015, 2 payment, including both principal and interest, shall be due on the Note in amount equal to the amount of the annual payment of principal and interest that is necessary 15 pay all of the principal of and interest on a loan in a principal amount equal to the Amortizing Amount (as defined below), and bearing interest at the rate of 8.0% per annum, through 12 consecutive, equal annual installments, including both principal and interest, payable on the last day of each year that such loan is outstanding, as calculated by the Mortgagee, which calculation shall be controlling absent manifest error. All of the unpaid principal of and accraed and unpaid interest on the Note, if not earlier paid, shall be due and payable on February 28, 2019. The Loan and the Note are subject to mandatory prepayment prior to reaturity under certain circumstances in accordance with the provisions of Section 2.2 of the Loan Agreement. For purposes of this Section, the term "Amortizing Amount" means (i) if the Certificate of Completion under the Redevelopment Agreement has been issued, the final amount of the Redevelopment Notes as determined by the City at the vine of the issuance of such Certificate of Completion, or (ii) in the absence of the issuance of the Certificate of Completion under the Redevelopment Agreement, the principal amount outstanding on the Loan and the Note.

- Section 4. 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 5. Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower hereby represents and warrants to the Bank as follows as of the date of this Agreement and if different, as of the date of the execution and derivery of this Agreement:
- (a) The Borrower is a not for profit corporation 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 and each of the Documents to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.
- (b) This Agreement and each of the Documents has been duly authorized, executed and delivered by the Borrower, and this Agreement and each of the Documents constitutes a valid and legally binding obligation enforceable against the Borrower. The execution and

delivery of this Agreement 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 incorporation or bylaws of the Borrower, or any agreement or other instrument to which the Borrower is a party, or by which it is bound, or to which any of its properties are subject, or any existing law, administrative regulation, court order or consent decree to which it is subject.

- (c) The Borrower is in full compliance with all of the terms and conditions of the Documents, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents.
- (d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents, or questioning the validity thereof, or in any way contesting the existence or powers of the Borrower, or in winch an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents, or would result in any material adverse change in the financial condition, properties, business or operations of the Borrower.
  - (e) The statements contained in the recitals to this Agreement are true and correct.
- 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 Borrower hereby (i) confirms and reaffirms all of its obligations under the Documene, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledges and agrees that the Bank, by entering into this Agreement, 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) acknowledges and agrees that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledges that it does not have any defense, set-off or counterclaim to the payment or performance of any of its 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 the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 7. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.

- Section 8. Entire Agreement; No Reliance. 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 relating to the subject matter of this Agreement other than as are herein set forth. The Borrower acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.
- <u>Section 9</u>. <u>Successors</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- Section 10. Severability. In the event any provision of this Agreement shall be held invalid or unergorceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 11. An endments, 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 12. Construction

- (a) The words "hereof," "hereir," and "hereunder," and other words of a similar import refer to 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 convergence only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular small include the plural and vice versa, and words of one gender shall include all other genders.
- (e) The Borrower and the Bank, and their respective legal counsel, journ 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 confident shall not be employed in the construction and interpretation of this Agreement.
- <u>Section 13.</u> <u>Execution of Counterparts.</u> 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.

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Section 14. 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]

Proberty of Cook County Clerk's Office

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## UNOFFICIAL CO

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

> CHICAGO CHRISTIAN INDUSTRIAL LEAGUE **PROPERTIES**

	By Judith M Contype
	By Julita M Tintye
	Printed Name: Josith Mc Intyre
	Title: Executive Director
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	Printed Name: John Mc Interfer Title: Executive Director  NCB, FSB  By Printed Name: Title:
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Printed Name:	
Title:	

0709445020 Page: 9 of 14

## **UNOFFICIAL COPY**

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

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES

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	UNOFFICIAL COPY
	STATE OF ILLINOIS )
	COUNTY OF COOK ) SS
	The foregoing instrument was acknowledged before me this 20th day of February 2007, by Twith McIntyre Executive Director of Chicago Christian Industrial League, an Illinois not for profit corporation, on behalf of said corporation.
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	"OFFICIAL SEAL"  AMANDA R. ARMOUR  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 4/26/2009  MY COMMISSION EXPIRES 4/26/2009  Notary Public
	Notary Fubile
	STATE OF A LINOIS ) COUNTY OF COCK ) SS
	The foregoing instrument was acknowledged before me this day of February,
	of NCR ESP a federal
	savings bank, on behalf of said federal savings bank.
	004
	Notary Public
	The Contraction of the Contracti

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)		
COUNTY OF COOK	) SS		
The foregoing instru 2007, by Industrial League, an Illinois	ment was acknow	rledged before me this oration, on behalf of said c	day of February of Chicago Christian corporation.
90-		Notary Public	
STATE OF ILLINOIS COUNTY OF COOK	) ) SS		
The foregoing instruction 2007, by <u>Bradley S. Ver</u> savings bank, on behalf of sai	nent was acknowl a(e,); id federal savings t	ledged before me this 22 coank.	day of February, of NCB, FSB, a federal
	Pa	Motory Lubic	agets

PAULETTE PADGET<sup>\*</sup>
Notary Public, District of Columbia
My Commission Expires November 35, 2009

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#### **EXHIBIT A**

### LEGAL DESCRIPTION OF THE PREMISES

#### PARCEL 1:

LOTS 1 THROUGH 17, BOTH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 1 THROUGH 27, 30TH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 19 THROUGH 25, BOTH INCLUSIVE, IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004, AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 5 FATCOUGH 17, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF LOTS 7 THROUGH 20, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID AND LYING SOUTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND

WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY;

ALSO, THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004, AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 18 THROUGH 25, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS, LYING WEST OF THE WEST LINE OF LOTS 20 THROUGH 27, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 25 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE NORTHWEST CORNER OF LOT 27 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRAS AFORESAID;

ALSO, THAT PART OF THE NORTHEASTEPLY/SOUTHWESTERLY 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004, AS DOCUMENT NUMBER 0413544094, I YING WESTERLY OF THE WESTERLY LINE OF LOTS 23, 24 AND 25 IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING EASTERLY OF THE EASTERLY LINE OF LOTS 21, 22, 23 AND 24 IN THE SUBDIVISION OF LOT 26 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE SOUTHEAST CORNER OF LOT 24 IN THE SUBDIVISION OF LOT 26 AFORESAID AND LYING SOUTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID;

ALSO, THAT PART OF THE NORTH/SOUTH 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED MAY 14, 2004, AS DOCUMENT NUMBER 0413544094, LYING WEST OF THE WEST LINE OF LOTS 19, 20, 21 AND 22 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING EAST OF THE EAST LINE OF LOTS 18, 19 AND 20 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING EAST AND EASTERLY OF THE EAST AND EASTERLY LINE OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 19 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE NORTHEAST CORNER OF LOT 18 IN THE

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SUBDIVISION OF LOT 26 AFORESAID AND LYING NORTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID:

### PARCEL 5:

ALSO, THE EAST/WEST 12 FOOT ALLEY LYING SOUTH OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID, LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, AND A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GIBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUPPLIVISION OF THE EAST 3 ACRES AFORESAID, LYING NORTH OF LOTS 1, 2, 3 AND SIN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORECAID AND LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS. GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID. LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE SOUTHWEST CORNER OF LOT 5, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHEAST CORNER OF LOT 1, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID.

### PERMANENT TAX INDEX NUMBERS:

3 ACRES AFORESAID.	' (	
PERMANENT TAX INDEX	NUMBERS:	40-
16-13-421-024	16-13-421-032	ADDRESS OF PREMISES:
16-13-421-041	16-13-421-031	
16-13-421-042	16-13-421-030	2750 West Roosevelt Road
16-13-421-043	16-13-421-029	Chicago Illinois
16-13-421-050	16-13-421-028	4
16-13-421-014	16-13-421-027	1,0
16-13-421-009	16-13-421-026	
16-13-421-022	16-13-421-021	
16-13-421-046	16-13-421-020	
16-13-421-047	16-13-421-019	CO
16-13-421-048	16-13-421-013	
16-13-421-040	16-13-421-012	
16-13-421-039	16-13-421-011	
16-13-421-038	16-13-421-010	
16-13-421-037	16-13-421-044	
16-13-421-036	16-13-421-045	
16-13-421-052	16-13-421-049	1
16-13-421-051	16-13-421-015	
16-13-421-034	16-13-421-025	
16-13-421-033		