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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/27/2007 08:15 AM Pg: 1 of 23

This Document Prepared by and
Return To:

Fredric B. Prohov, Esq.
Prohov & Associates, Ltd.
150 North Michigan Avenue
Suite 2600
Chicago, IL 60601

MB FINANCIAL BANK, N.A. AS SUCCESSOR TRUSTEE TO
MID-CITY NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATED OCTOBER 3, 2001 AND KNOWN AS TRUST NUMBER 2997 and
HISPANIC HOUSING DEVELOPMENT CORPORATION, as Borrower,

and

MB FINANCIAL BANK, N.A. F/K/A MANUFACTURERS BANK, as Lender

NINTH LOAN AND MORTGAGE MODIFICATION, PARTIAL RELEASE
AND RATIFICATION AGREEMENT

Dated: As of February 7, 2007

Location: 1710 N. Albany, Chicago, IL
1636 N. Whipple, Chicago, IL
1730 N. Campbell, Chicago, IL
1729 N. Artesian, Chicago, IL
863 N. Mozart, Chicago, IL
2300-06 S. Whipple, Chicago, IL
2745-47 S. Kenneth, Chicago, IL
2315 S. Marshall, Chicago, IL
2458 S. Pulaski, Chicago, IL
1739 N. Whipple, Chicago, IL

County: Cook

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THIS NINTH LOAN AND MORTGAGE MODIFICATION, PARTIAL RELEASE AND RATIFICATION AGREEMENT (this "Agreement"), is made as of February 7, 2007, by and among **MB FINANCIAL BANK, N.A. AS SUCCESSOR TRUSTEE TO MID-CITY NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 3, 2001, AND KNOWN AS TRUST NUMBER 2997**, a national banking association, having an address at 6111 North River Road, Rosemont, Illinois 60018 and **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (collectively "Borrower"), having an address at 325 North Wells Street, 8th Floor, Chicago, Illinois 60610, and **MB FINANCIAL BANK, N.A., F/K/A MANUFACTURERS BANK**, a national bank, (the "Lender"), having an address at 6111 North River Road, Rosemont, Illinois 60018, and is restating, reaffirming and modifying that certain Loan Agreement (the "Loan Agreement") dated December 13, 1999, by and between Borrower and Lender, and the other Loan Documents, defined below, as follows:

WITNESSETH:

WHEREAS, Lender and Borrower entered into that certain Loan Agreement (the "Loan Agreement") dated as of December 13, 1999 (the "Closing Date") which extended a revolving credit loan facility to Borrower in the original principal amount of ONE MILLION FIVE HUNDRED THOUSAND 00/100 DOLLARS (\$1,500,000.00) (the "Original Loan"). All capitalized terms used but not defined herein shall have the same meanings provided therefore in the Loan Agreement;

WHEREAS, the Original Loan is evidenced by a revolving line of credit Promissory Note, dated as of December 13, 1999 (the "Closing Date"), made by Borrower in favor of Lender, in the original principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) (the "Original Note"), which has been replaced by that certain Promissory Note, dated as of April 15, 2006, made by Borrower in favor of Lender in the original principal amount of THREE MILLION AND 00/100 DOLLARS and having a Maturity Date of June 15, 2007 (the "Note");

WHEREAS, the Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage"), dated as of the Closing Date, given by Borrower to Lender encumbering the Property described on Exhibit A attached hereto and incorporated herein (the "Property") and as more fully described in the Security Instrument, recorded on December 21, 1999, in the Cook County Recorder of Deeds as document number 09185159; (ii) that certain Security Agreement (the "Security Agreement"), dated as of the Closing Date given by Borrower to Lender; (iii) the Collateral Assignment of Beneficial Interest by and between Borrower, as grantor, and Lender, and accepted by the trustee on November 23, 2001 (the "Collateral ABI"); and (iv) the documents and instruments listed on Exhibit B attached hereto and made a part hereof;

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WHEREAS, Borrower transferred the Property to the land trust known as MB Financial Bank, N.A., successor trustee to Mid-City National Bank, as Trustee under Trust Agreement dated October 3, 2001, and known as Trust Number 2997;

WHEREAS, Lender and Borrower have previously entered into eight (8) modifications to the Loan in order to extend the Maturity Date of the Original Note, change the Loan amount, release certain real property as collateral for the Loan, and modify the Collateral ABI, as evidenced by the documents set forth in items eight (8) through eighteen (18) on Exhibit B hereto (such documents along with any and all other documents and instruments related to such modifications are referred to collectively herein as the "Modification Documents"). The Loan Agreement, Note, the Mortgage, the Security Agreement, the Collateral ABI and the other documents and instruments listed on Exhibit B, together with any other amendments thereto, documents and instruments relating to the Loan, the Modification Documents, whether now or hereafter existing, as the same from time to time may be amended, extended, consolidated, renewed or replaced, collectively, the "Loan Documents";

WHEREAS, Borrower has requested that Lender release a portion of the Property commonly known as 2028-30 W. Division, Chicago, Illinois, legally described on Exhibit C, attached hereto and incorporated herein (the "Division Property") from the lien of the Security Instrument (the "Partial Release"); and

WHEREAS, Lender has required, as a condition of the Partial Release of the Division Property, that Borrower ratify and confirm its obligations under the Loan Documents, by Borrower in favor of Lender and that Borrower agree to modify certain other provisions of the Loan Documents.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Partial Release. Lender hereby releases the lien of the Mortgage and the other Loan Documents solely with respect to the Division Property. In all other respects, the Mortgage and the other Loan Documents shall remain in full force and effect against the remaining Property subject to the terms and provisions contained in the Loan Documents. The definition of Property under the Loan Documents shall be amended to exclude the Division Property.

2. Paydown of Loan. Borrower hereby agrees that as of the date of this Agreement, Borrower shall have payed down the Loan in the amount of \$900,000.00 and that the amount of funds available to Borrower under the Note shall be limited to 2,100,000.00 unless and until Borrower adds as additional collateral securing the Loan another real property of at least the same fair market value as the Division Property, as reasonably determined by the Lender, and as is otherwise reasonably acceptable to the Lender.

3. Use of Loan Proceeds. Borrower agrees that not more than \$750,000.00 of the Loan proceeds shall be used to support the working capital needs of the Borrower, including issuance

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of letters of credit and that up to the remaining \$2,250,000.00 of the Loan proceeds shall be used to fund equity investments in real estate projects reasonably acceptable to the Lender.

4. Borrower's Covenants. Borrower hereby agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations under the Loan Documents, and Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect.

7. Agreements of Borrower. Except as modified herein, Borrower hereby acknowledges and agrees that:

(a) all of the terms, provisions, covenants, representations, warranties, conditions and stipulations contained in the Loan Documents, are hereby ratified and confirmed by Borrower in all respects, and shall continue to apply with full force and effect to Borrower from and after the date hereof;

(b) all of the representations and warranties made by Borrower under the Loan Documents shall be deemed to be remade by Borrower as of the date hereof with respect to all matters specified therein and with respect to this Agreement as if fully set forth herein, all of which remain true and correct;

(c) as of the date hereof, the obligations of Borrower under the Loan Documents, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

(d) as of the date hereof, there are no offsets, defenses or counterclaims to the obligations under the Loan Documents;

(e) as of the date hereof, no default or Event of Default Security and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents, and

(f) the agreement of Lender to grant the Partial Release or any other modifications shall not be deemed an agreement by Lender to accept additional amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

8. Continuing Liability of Borrower. Borrower acknowledges and agrees that its obligations under the Loan documents may be increased or otherwise affected by this Agreement and confirms that it shall continue to be bound by its obligations and liabilities thereunder as so increased or affected, and Borrower hereby ratifies and confirms the Loan Documents, as modified from time to time.

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9. Priority. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt under Loan Documents or the extinguishment of the existing debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents. Borrower represents and warrants that the liens and security interests created by the Loan Documents are valid and existing first liens and security interests in favor of Lender, except as otherwise expressly released hereby, and shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged, except as otherwise expressly released hereby.

10. Authority. The Borrower represents and warrants that it is empowered to perform all acts and things undertaken and done pursuant to this Agreement and has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and all other documents to be delivered in connection with this Agreement. This Agreement and all other documents to be executed and delivered by the Borrower in connection herewith, when delivered, will be valid, legal, binding, and enforceable against the Borrower in favor of the Lender free of all defenses whatsoever, known or unknown, whether in law or in equity. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Borrower's obligations under the Note or any of the Loan Documents, or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Borrower has made or given to the Lender.

11. Waiver. The Borrower waives and releases any causes of action it might have or claim to have against the Lender arising out of or in any way related to the execution and enforcement of this Agreement, and all other documents to be executed and delivered by the Borrower in connection with this Agreement or the transactions to which such documents and instruments relate.

12. General Provisions.

(a) Definition of Loan Documents. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement or any prior modification or agreement executed in favor of Lender.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Borrower or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

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(c) **Rights Cumulative.** Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(d) **Methods of Enforcement.** This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(e) **Costs of Enforcement.** In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, Borrower agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.

(f) **Further Assurances.** Borrower agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be reasonably required by Lender in the future to perfect, assure, confirm or effectuate the extension of the Note contemplated by and set forth in this Agreement.

(g) **Reliance.** Lender would not have consented to the extension of the Note and the other transactions specified herein without Borrower entering into this Agreement. Accordingly, Borrower intentionally and unconditionally enters into the covenants and agreements as set forth above and understand that, in reliance upon and in consideration of such covenants and agreements, Lender has extended the Note and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

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IN WITNESS WHEREOF, the parties hereto have executed this Ninth Loan and Mortgage Modification, Partial Release and Ratification Agreement as of the day and year first above written.

MB FINANCIAL BANK, N.A. F/K/A
MANUFACTURERS BANK, a national bank

By: Bernard T. Bartilad
Name: BERNARD T. BARTILAD
Its: VICE PRESIDENT

BORROWER:

MB FINANCIAL BANK, N.A. AS SUCCESSOR
TRUSTEE TO MID-CITY NATIONAL BANK,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED OCTOBER 3, 2001, AND KNOWN AS
TRUST NUMBER 2997

By: Richard S. Witek
Name: Richard S. Witek
Its: Vice President

HISPANIC HOUSING DEVELOPMENT
CORPORATION, an Illinois-not-for-profit
corporation

By: Hipolito Roldan
Name: Hipolito Roldan
Its: President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Bernard Bartlad personally known to me to be the VP of MB FINANCIAL BANK, N.A. F/K/A MANUFACTURERS BANK, a national bank, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 20th of February, 2007.

Mrs. Miroslava Durakovic
Notary Public

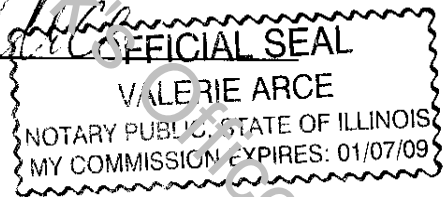


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Hipolito Roldan, personally known to me to be the President of HISPANIC HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th of February, 2007.

Valerie Arce
Notary Public

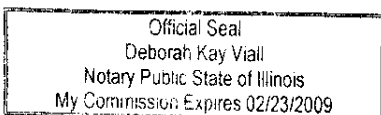


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Richard Witek personally known to me to be the Vice President of MB FINANCIAL BANK, N.A. AS SUCCESSOR TRUSTEE TO MID-CITY NATIONAL BANK, a national banking association, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 of May, 2007.

Deborah Kay Viall
Notary Public



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EXHIBIT "A" LEGAL DESCRIPTION

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Exhibit A

Common Address:	P.I.N.
1710 N Albany, Chicago, IL	13-36-317-040
1636 N. Whipple, Chicago, IL	13-36-326-024
1730 N. Campbell, Chicago, IL	13-36-422-031
1729 N. Artesian, Chicago, IL	13-36-424-013
846 N. Mozart, Chicago, IL	16-01-325-033
2300-06 S. Whipple, Chicago, IL	16-25-109-024 & 025
2745-47 S. Kenneth, Chicago, IL	16-27-305-003
2315 S. Marshall, Chicago, IL	16-25-112-007
2458 S. Pulaski, Chicago, IL	16-27-224-027
1739 N. Whipple, Chicago, IL	13-36-319-009

LEGAL DESCRIPTIONS FOLLOW

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 20 and the North $\frac{1}{4}$ of Lot 21 in Block 3 in Subdivision of Blocks 1,2, 3, and 4 in Johnston and Cox's Subdivision of the South West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 13-36-317-040

Address: 1710 N. Albany, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 8 in Block 7 in Johnston and Cox's Subdivision of the South West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 13-36-326-024

Address: 1636 N. Whipple, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 85 in J.W. Hambleton's Subdivision of Block 6 in Johnston and Cox's Subdivision of the East 1/2 of the South East 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 13-36-422-031

Address: 1730 N. Campbell, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 38 in Oswald and Jaeger's Subdivision of Block 5 of Johnston's Subdivision of the East ½ of the South East ¼ of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 13-36-424-013

Address: 1729 N. Artesian, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 32 in Block 6 in Gilbert and Wallace's Subdivision of Blocks 5 and 6 of Clifford's Addition to Chicago, a Subdivision of the East ½ of the South West ¼ of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 16-01-325-033

Address: 846 N. Mozart, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Parcel 1:

Lot 3 in Foreman's Douglas Park Addition, a Subdivision of the West $\frac{1}{2}$ of the South East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lot 31 and 2 in Foreman's Douglas Park Addition, a Subdivision of the West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 16-25-109-024 and 025

Address: 23 00-06 S. Whipple, Chicago, IL

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LEGAL DESCRIPTION

Lot 15 in Block 1 in S.C. Storer's Subdivision of the South 7 Acres of the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 16-27-305-003

Address: 2745-47 S. Kenneth, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 19 in Block 3 in Subdivision of that part of Lot 2 Lying East of the Boulevard and of the West 1/2 of the East 2/3 of Lot 4 (except that part taken for Boulevard) in Superior Court Partition of the East 48 Acres of the North 96 Acres of the North West 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 16-25-112-007

Address: 2315 S. Marshall, Chicago, IL

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 36 in Block 3 in the Subdivision of the East Half (1/2) of Blocks One (1), Two (2), Three (3) and Four (4) and vacated Alleys in Crawford's Subdivision of that part South of Railroad of the North East Quarter (1/4) of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Common Address: 2458 S. Pulaski, Chicago, IL

PIN: 16-27-224-027

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

LOT 38 IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1,2,3 AND 4 IN JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1739 N Whipple, Chicago, IL

PIN: 13-36-319-009

Property of Cook County Clerk's Office

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EXHIBIT "B"

Loan Documents

(all documents are dated as of December 13, 1999 unless otherwise specified)

1. Loan Agreement
2. Promissory Note in the amount of \$3,000,000.00 dated as of April 15, 2007, made by Hispanic Housing Development Corporation in favor of M.B. Financial Bank, N.A.
3. Security Instrument
4. Security Agreement
5. Collateral Assignment of Beneficial Interest accepted by Trustee on November 23, 2001
6. The Environmental Indemnity
7. The UCC-1 Financing Statement, listing Borrower as debtor and Lender as secured party, filed on January 4, 2000, bearing Filing Number 4139052 in the Office of the Secretary of State of Illinois.
8. Loan Modification and Ratification Agreement dated as of December 15, 2000.
9. Second Loan Modification and Ratification Agreement dated as of April 15, 2001.
10. Third Loan Modification and Ratification Agreement dated in or around October __, 2001.
11. Fourth Loan Modification and Ratification Agreement dated as of April 15, 2002.
12. Fifth Loan Modification and Ratification Agreement dated as of April 15, 2003.
13. Sixth Loan Modification and Ratification Agreement dated as of April 15, 2004.
14. Seventh Loan Modification and Ratification Agreement dated as of April 15, 2005.

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15. Eighth Loan Modification and Ratification Agreement dated as of April 15, 2006
16. Ninth Loan Modification and Ratification Agreement dated as of February 7, 2007.
17. First Modification to Collateral Assignment of Beneficial Interest dated as of April 15, 2005 with respect to Trust No. 2997 under Trust Agreement of Mid-City National Bank dated October 3, 2001
18. Amended and Restated Collateral Assignment of Beneficial Interest dated April 15, 2005.

Property of Cook County Clerk's Office

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EXHIBIT "C"

Division Property

LEGAL DESCRIPTION

Parcel 1:

Lot 15 in Block 2 in W.D. Kerfoot's Subdivision of 4 Acres in the South East Corner of the North West 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

The Portion of Lot 16 in Block 2 aforesaid described as beginning on the East Line of Lot 15, 15 Feet North of the Southeast Corner of Lot 15 the East 1 3/4 inches; the North 35 feet 2 3/8 inches to a point East of the East Line of Lot 15; hence West 1 inch; thence South 35 feet 2 3/8 inches to the point of beginning intending to be so much of Lot 16 as occupied by Building Number 446 West Division Street, in Cook County, Illinois.

Parcel 3:

Lot 14 in Block 2 in W.D. Kerfoot's Subdivision of 4 Acres in the South East Corner of the North West 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, as per Plat recorded in Book 2 of Plats Page 27, in Cook County, Illinois

PIN: 17-06-129-028 and 036

Common Address: 2028-2030 W. Division, Chicago, IL