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Doc#: 0719360031 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/12/2007 11:24 AM Pg: 1 of 17

Gary K. Fordyce, Esq.
LaSalle Bank Corporation
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

PERMANENT TAX INDEX NUMBERS:

16-14-415-021-0000
16-14-417-004-0000
16-14-417-005-0000
16-14-417-007-0000
16-14-417-008-0000
16-14-417-009-0000
16-14-417-011-0000

Property Address:

3245-3333 West Arthington Street
Chicago, Illinois 60624

FOURTH AMENDMENT TO LOAN DOCUMENTS

This FOURTH AMENDMENT TO LOAN DOCUMENTS dated as of June 15, 2007 (the "Fourth Amendment"), is executed by and among STERLING PARK DEVELOPMENT, L.L.C., an Illinois limited liability company (the "Borrower"), whose address is 900 West Jackson Boulevard, 8th Floor, Chicago, Illinois 60607, RUDOLPH TESSLER ("Rudolph Tessler"), BORUCH MORDECAI TESSLER ("Mordecai Tessler"), DAVID TESSLER ("David Tessler"); Rudolph Tessler, Mordecai Tessler and David Tessler each being referred to herein as a "Guarantor", and collectively being referred to herein as the "Guarantors"), whose addresses are 900 West Jackson Boulevard, 8th Floor, Chicago, Illinois 60607, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Suite 2700, Chicago, Illinois 60603, Attention: Commercial Real Estate.

RECITALS:

A. The Lender has previously made a loan (the "Loan") to the Borrower under and pursuant to that certain Acquisition and Development Loan Agreement dated as of August 23, 2004, executed by and among the Borrower and the Lender (the "Loan Agreement"), and as

Box 400-CTCC

1401-8174980
Dany Nayfeh
Sales
4th Fl.

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evidenced by that certain Promissory Note dated August 23, 2004 in the original principal amount of Ten Million Six Hundred Thousand and 00/100 Dollars (\$10,600,000.00), executed by the Borrower and made payable to the order of and delivered to the Lender and originally maturing on August 23, 2005 (the "Note")

B. The Loan, as evidenced by the Note, was secured by, among other things, the following documents (the Loan Agreement, together with the Note and any and all other documents evidencing or securing the Loans being collectively referred to herein as the "Original Loan Documents"):

- (i) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 23, 2004, executed by the Borrower to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 21, 2004 as Document No. 0429516162 (the "Mortgage"), and which Mortgage encumbers the real property and improvements thereon legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) Assignment of Leases and Rents dated as of August 23, 2004, executed by the Borrower to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 21, 2004 as Document No. 0429516163 (the "Assignment of Rents"), and which Assignment of Rents encumbers the Premises;
- (iii) Environmental Indemnity Agreement dated as of August 23, 2004, jointly and severally executed by the Borrower and the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity"); and
- (iv) Guaranty of Payment dated as of August 23, 2004, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Guaranty").

C. Under and pursuant to that certain (i) First Amendment to Acquisition and Development Loan Agreement, Promissory Note, Mortgage and Other Loan Documents dated as of August 23, 2005, executed by and among the Borrower, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 19, 2005 as Document Number 0526245116 (the "First Amendment"); (ii) Second Amendment to Acquisition and Development Loan Agreement, Promissory Note, Mortgage and Other Loan Documents dated as of August 23, 2006, executed by and among the Borrower, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 4, 2006 as Document Number 0627742163 (the "Second Amendment"); and (iii) Third Amendment to Acquisition and Development Loan Agreement, Promissory Note, Mortgage and Other Loan Documents dated as of dated as of March 1, 2007, executed by and among the Borrower, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 15, 2007 as Document Number 0707445035 (the "Third Amendment"; the Original Loan Documents, as modified and amended

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by the First Amendment, the Second Amendment and the Third Amendment being collectively referred to herein as the "Loan Documents"), the maturity date of the Loan, as evidenced by the Note, was extended from August 23, 2005 to August 23, 2007, the interest rate on the Loan was modified and the principal amount of the Loan, as evidenced by the Note, was increased to Eleven Million One Hundred Thousand and 00/100 Dollars (\$11,100,000.00).

D. The Borrower and the Guarantors have requested to modify and amend the Loan Documents to provide for a further extension in the Maturity Date, and the Lender has agreed to such extension of the Maturity Date, provided that the Borrower and the Guarantors comply with the terms and conditions of this Fourth Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. Definitions. Capitalized words and phrases not otherwise defined in this Fourth Amendment shall have the meanings assigned hereto in the Note.

3. Extension of Maturity Date. The Maturity Date of the Loan, as evidenced by the Note, is hereby extended from August 23, 2007 to August 23, 2008, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, all references to the Maturity Date of the Note being defined as "August 23, 2007" are hereby changed to "August 23, 2008" each time such reference appears in any of the Loan Documents.

4. Interest Rate. From and after the date hereof and prior to the Maturity Date or the occurrence of an Event of Default (as defined in the Mortgage), interest on the outstanding principal balance of the Note shall accrue at the Borrower's option from time to time of (i) the Floating Rate (as defined in the Third Amendment), or (ii) the LIBOR Rate (as defined in the Third Amendment). Changes in the Floating Rate to be charged on the Loan based on the Prime Rate (as defined in the Third Amendment) shall take effect immediately upon the occurrence of any change in the Prime Rate. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such period at the Default Rate (as defined in the Third Amendment), provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing at the Default Rate shall be immediately due and payable by the Borrower to the holder of the Note upon demand and shall be additional indebtedness evidenced by the Note and secured by the Loan Documents. Interest on the Note shall be calculated on the basis of a 360 day year and the actual number of days elapsed in any portion of a month in which interest is due. If any payment to be made by the Borrower under the Note shall become due on a

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day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

5. Principal and Interest Payments. The principal amount of the Loan evidenced by the Note, of which as of the date hereof, the principal amount of (a) Ten Million Seven Hundred Twenty Seven Thousand Five Hundred Seventy Six and 45/100 (\$10,727,576.45) is outstanding, and (b) Three Hundred Seventy Two Thousand Four Hundred Twenty Three and 55/100 (\$372,423.55) remains available for disbursement, and all accrued interest thereon, shall be paid as follows:

(a) installments of all accrued and unpaid interest on the principal balance of the Loan outstanding from time to time, commencing on July 1, 2007, and continuing on the first day of each month thereafter through and including August 1, 2008; and

(b) a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon, on August 23, 2008.

Principal amounts repaid may not be borrowed again. Interest on the outstanding principal balance of the Loan after the Maturity Date or upon the occurrence and during the continuance of an Event of Default shall accrue at the Default Rate and shall be payable on demand from the Lender.

6. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this Fourth Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

7. Continued Effectiveness of Loan Documents; Confirmation of Obligations. To the extent the provisions of any of the Loan Documents differ from, or are inconsistent with, the terms of this Fourth Amendment, the provisions of this Fourth Amendment shall govern and control, otherwise all other terms, conditions and provisions of the Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto. The Borrower and each of the Guarantors hereby (i) restates, confirms and reaffirms all of its or his obligations under the Loan Documents, as modified by this Fourth Amendment; (ii) acknowledges and agrees that the Lender, by entering into this Fourth Amendment, does not waive any existing or future default or Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledge and agree that the Lender has not heretofore waived any default or Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledge that neither the Borrower nor any of the Guarantors has any set-off, defense or counterclaim to the payment or performance of the Borrower's obligations under the Loan Documents, as modified by this Fourth Amendment.

8. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Fourth Amendment, the Borrower and each of the Guarantors hereby certifies, represents and warrants to the Lender, as follows:

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(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct in all material respects as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Fourth Amendment;

(b) no Event of Default, or to the best knowledge of the Borrower and the Guarantors, condition or event which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Borrower and/or each of the Guarantors, as the case may be, enforceable in accordance with their respective terms, subject to applicable debtor relief laws and limitations imposed by general principles of equity;

(d) there has been no material adverse change in the financial condition of any of the Premises, the Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with any of the Loans from the date of the most recent financial statement received by Lender;

(e) as of the date hereof, neither the Borrower nor any of the Guarantors has any claims, counterclaims, defenses, or set-offs with respect to any of the Loans or the Loan Documents, as modified and amended by this Fourth Amendment;

(f) the Borrower is a manager-managed limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted, is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, and has the requisite power and authority to execute and deliver this Fourth Amendment and to perform its obligations under the Loan Documents, as modified and amended by this Fourth Amendment;

(g) Royal Sterling Development, L.L.C. (the "Manager") is the manager of the Borrower, and is a manager-managed limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted, is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, and has the requisite power and authority to execute and deliver this Fourth Amendment and to perform its obligations under the Loan Documents, as modified and amended by this Fourth Amendment;

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(h) the Articles of Organization and Operating Agreement of the Borrower and the Manager, respectively, have not been changed or amended since the most recent date that certified copies thereof were delivered to the Lender;

(i) the execution and delivery of this Fourth Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by, or on behalf of, the Borrower and the Manager, and this Fourth Amendment has been duly executed and delivered on behalf of the parties hereto.

9. Reaffirmation of Guaranty and Environmental Indemnity. Each of the Guarantors hereby expressly (a) consents to the execution by the Borrower of this Fourth Amendment; (b) acknowledges that the Guaranty is hereby modified and amended so that all references in the Guaranty to (i) the Borrower's Obligations (as defined in the Guaranty) shall be deemed to mean and include all of the obligations and liabilities owing to the Lender from time to time under and pursuant to the Loan Agreement, the Note and the other Loan Documents, as modified and amended by this Fourth Amendment, and (ii) the Guaranty shall mean and refer to such Guaranty, as modified and amended by this Fourth Amendment, (c) reaffirm all of his joint and several obligations under the Guaranty and the Environmental Indemnity, as modified and amended by this Fourth Amendment, in all respects; (d) agrees that the execution and delivery of this Fourth Amendment to, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of such Guarantor to the Lender under the Guaranty or the Environmental Indemnity, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against such Guarantor pursuant to the Guaranty or the Environmental Indemnity, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by such Guarantor under the Guaranty or the Environmental Indemnity, and (e) represents that each of the representations and warranties made by such Guarantor in the Guaranty, in the Environmental Indemnity remains true and correct in all material respects as of the date hereof.

10. Conditions Precedent. This Fourth Amendment shall become effective as of the first business day (the "Effective Date") following receipt by the Lender of the following:

(a) Fourth Amendment. This Fourth Amendment duly executed by the parties hereto;

(b) Renewal Fee. The payment by the Borrower to the Lender of a loan renewal fee in the amount of Thirteen Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$13,875.00), which payment the Lender acknowledges as having been received; and

(c) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy Number 1401 008174980 dated October 21, 2004, dating down title to the Premises to reflect the recordation of this Fourth Amendment; and

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(d) Other Matters. Such other documents, certificates, resolutions and/or opinions of counsel as the Lender may reasonably request.

11. References; Lender Notices. All references in the Loan Documents and/or in this Fourth Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this Fourth Amendment. All references to "Lender", "Mortgagee" or "Secured Party" as such terms are used in any of the Loan Documents shall be deemed to be references to LaSalle Bank National Association, and the notice provisions to the Lender in the Loan Documents are amended to refer to the address of the Lender set forth above.

12. Entire Agreement. This Fourth Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Fourth Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

13. Successors. The Loan Documents, as modified by this Fourth Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

14. Severability. In the event any provision of this Fourth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

16. Construction. This Fourth Amendment shall not be construed more strictly against the Lender than against the Borrower or the Guarantors merely by virtue of the fact that this Fourth Amendment has been prepared by counsel for the Lender, it being recognized that the Borrower, the Guarantors and the Lender have contributed substantially and materially to the preparation of this Fourth Amendment, and the Borrower, the Guarantors and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Fourth Amendment. Each of the parties to this Fourth Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Fourth Amendment, and recognizes that it is executing and delivering this Fourth Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Fourth Amendment, 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.

17. Governing Law. This Fourth Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

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18. Sections; References.

(a) The words “hereby”, “hereof”, “herein” and “hereunder”, and other words of a similar import refer to this Fourth Amendment as a whole and not to the individual Sections in which such terms are used.

(b) References to sections and other subdivisions of this Fourth Amendment are to the designated sections and other subdivisions of this Fourth Amendment as originally executed.

(c) The headings of this Fourth Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

19. Execution of Counterparts. This Fourth Amendment 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.

20. Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this Fourth Amendment and other related loan documents, including, without limitation, reasonable attorneys’ fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent of the Lender. The Borrower shall pay any and all stamp and other taxes, title company fees, UCC search fees, filing fees and other costs and expenses in connection with the execution, delivery and recordation of this Fourth Amendment and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

21. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the “Act”), and the Lender’s policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower, and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of the Office of Foreign Assets Control (“OFAC”), or any enabling statute or Executive Order relating thereto, and (b) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended.

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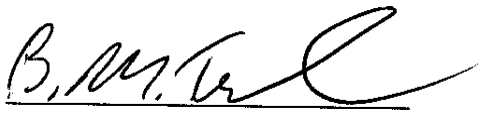
IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Loan Documents to be executed as of the date set forth above.

BORROWER:

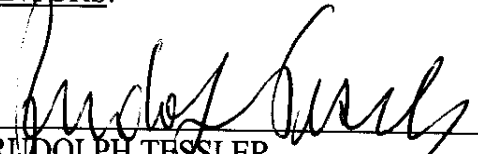
STERLING PARK DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: ROYAL STERLING DEVELOPMENT,
L.L.C., an Illinois limited liability company


Its: Manager

By: 
Name: Boruch Mordecai Tessler
Title: Manager

GUARANTORS:



RUDOLPH TESSLER


BORUCH MORDECAI TESSLER


DAVID TESSLER

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Katie Lutostanski
Title: AVP

GKF:sw
June 18, 2007
4th Amendment to Loan Documents-5.31.07

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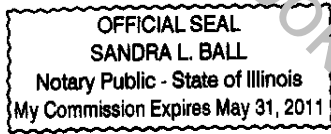
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BORUCH MORDECAI TESSLER, the Manager of ROYAL STERLING DEVELOPMENT, L.L.C., an Illinois limited liability company, the manager of STERLING PARK DEVELOPMENT, L.L.C., an Illinois limited liability company, who 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 as such Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20TH day of June, 2007.

Sandra L. Ball

Notary Public



My Commission Expires:

5/31/11

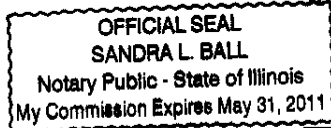
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RUDOLPH TESSLER, who 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 the 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 20TH day of June, 2007.

Sandra L. Ball

Notary Public



My Commission Expires:

5/31/11

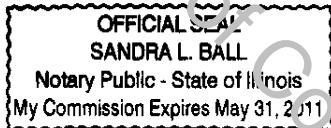
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BORUCH MORDECAI TESSLER, who 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 the 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 20TH day of June, 2007.

Sandra L. Ball
Notary Public



My Commission Expires:

5/31/11

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID TESSLER, who 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 the 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 20TH day of June, 2007.

Sandra L. Ball
Notary Public

My Commission Expires:



5/31/11

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

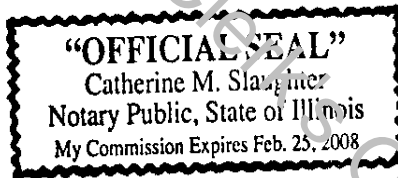
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kate Lubostanski, the AVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such AVP, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of June, 2007.

Catherine M. Slaughter
Notary Public

My Commission Expires:

2/25/08



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1 (ADMINISTRATION BUILDING PARCEL):

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 1 IN HENRY E. VANCE'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 179.02 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 195.37 FEET; THENCE NORTH 00 DEGREES 19 MINUTES AND 24 SECONDS EAST A DISTANCE OF 14.32 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 50.54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST A DISTANCE OF 18.34 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 140.09 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.13 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 101.98 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE; A DISTANCE OF 175.81 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2 (MDL BUILDING PARCEL):

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN HENRY E. VANCE'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTH EAST QUARTER OF SECTION 14 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE

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SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 108.77 FEET TO THE NORTHEAST CORNER OF LOT 7, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 ALSO BEING THE NORTH LINE OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 289.32 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 157.20 FEET TO A POINT ON THE SOUTHERLY FACE OF A ONE STORY BRICK BUILDING AS SAID BRICK BUILDING EXISTED ON SEPTEMBER 15, 1997 THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY BUILDING FACE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 179.12 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 179.02 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3 (PARKING GARAGE PARCEL):

THE WESTERLY 15 FEET OF LOT 14, AND LOTS 15 TO 42, BOTH INCLUSIVE, AND THE WEST 14 FEET OF LOT 43 IN BLOCK 12 ALSO THE VACATED EAST AND WEST ALLEY LYING SOUTH OF, AND ADJOINING THE WEST 14 FEET OF LOT 43 AND SOUTH OF LOTS 29 TO 42, BOTH INCLUSIVE, OF AFORESAID LOTS IN BLOCK 12 IN E.A. CUMMINGS AND COMPANY'S CENTRAL PARK AVENUE ADDITION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION FOURTEEN (14) TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH THE NORTH FORTY (40) RODS THEREOF, AND NORTH OF THE NORTH LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 2.255 ACRES, MORE OR LESS.

PARCEL 4 (ALLSTATE BUILDING PARCEL):

THAT PART OF LOTS 3, 4, 5, 6, LOT A AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY ALL IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS

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FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6 IN BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 249.39 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD (FORMERLY KNOWN AS THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 249.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE OF LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1.933 ACRES, MORE OR LESS.

PARCEL 5:

ALL THAT PART OF SPAULDING AVENUE LYING EAST OF AND ADJOINING PARCEL 2 AFORESAID, LYING SOUTH OF THE SOUTH LINE OF ARTHINGTON STREET AND NORTH OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD), LOCATED IN THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6 (KEDZIE PARCEL):

THAT PART OF LOTS 1, 2, 3, LOT A, LOT B AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY, ALL IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1904, AS DOCUMENT 3635041, IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 1 ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 249.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14

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MINUTES 04 SECONDS EAST LONG SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 346.43 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE, A DISTANCE OF 337.66 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, ALSO BEING THE NORTH LINE OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING SAID NORTH LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 347.87 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENTS IN FAVOR OF PARCELS REFERENCED ABOVE AS CREATED BY CROSS-EASEMENT AGREEMENT MADE BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004 AS DOCUMENT NO. 0429516160, FOR: (i) VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS; (ii) USE AND OPERATION OF THE FIRE SUPPRESSION PUMP LOCATED ON ADJOINING PROPERTY; (iii) OPERATING, REPAIRING, REBUILDING, REPLACING AND MAINTAINING THE DOMESTIC WATER PUMP, PIPES AND RELATED EQUIPMENT LOCATED ON THE ADJOINING PROPERTY; (iv) ERECTING, INSTALLING AND MAINTAINING, CONSTRUCTION SCAFFOLDING AND BARRICADES DURING SUCH TIMES AS MAINTENANCE, REPAIR, RESTORATION OR CONSTRUCTION WORK IS BEING CONSTRUCTED ON THE SUBJECT PROPERTY; AND ANY EASEMENT AS OTHERWISE SET FORTH IN THE CROSS-EASEMENT AGREEMENT.

PARCEL 8:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED OPERATING AGREEMENT (GARDEN) DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004 AS DOCUMENT NO. 0429516161 BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., FOR THE RIGHT TO USE THE PROPERTY, AS DEFINED IN EXHIBIT A THEREIN, FOR SPECIAL EVENTS AND AS A "PARK" ENVIRONMENT.

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PROPERTY ADDRESS OF REAL ESTATE:

3245-3333 West Arthington Street
Chicago, Illinois 60624

PERMANENT TAX IDENTIFICATION NUMBERS:

16-14-415-021-0000
16-14-417-004-0000
16-14-417-005-0000
16-14-417-007-0000
16-14-417-008-0000
16-14-417-009-0000
16-14-417-011-0000

GKF:sw
June 21, 2007
4th Amendment to Loan Documents-5.31.07