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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Doc#: 0721942002 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/07/2007 07:46 AM Pg: 1 of 16

Bell, Boyd & Lloyd LLP 70 West Madison Suite 3100 Chicago, Illinois 60602 Attn: Michael J. Roth, Esq.

This space reserved for Recorder's use only

### FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS FIFTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the Aud day of August, 2007, by and among PREFERRED CALUMET LLC, an Illinois limited liability company ("Borrower"), THOMAS MORABITO ("Morabito"), EVAN OLIFF ("Oliff") and DECATUR VENTURES ONE LLC, an Indiana limited liability company ("Decatur", and together with Morabito and Oliff, individually and collectively, "Guarantor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lorder").

### **RECITALS:**

- A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Five Hundred Fifty-Five Thousand Dollars (\$555,000) evidenced by a Note dated June 20, 2006, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").
- The Note is secured by, among other things, each dated as of June 20, 2006 unless otherwise indicated, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender recorded with the Cook County, Illinois Recorder's Office (the "Recorder's Office") on June 23, 2006, as Document No. 0617444012 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Original Land"), (ii) that certain Assignment of Rents and Leases from Borrower to Lender and recorded in the Recorder's Office on June 23, 2006 as Document No. 0617444013 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement from Borrower, Morabito and Oliff to Lender (the "Indemnity Agreement"); (iv) a Guaranty of Payment from Morabito and Oliff to Lender ("Original Guaranty"); (v) a Certificate of Representations, Warranties and Covenants from Borrower, Morabito and Oliff to Lender (the "Certificate"); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the Certificate, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents", all terms not otherwise defined herein shall have the meanings set forth in the Loan Documents).

Box 400-CTCC

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- C. Lender, Borrower and Guarantor entered into a Modification of Loan Documents, dated as of January 5, 2007, and recorded with the Recorder's Office as Document No. 0702235292 on January 22, 2007, which, among other things, increased the Loan Amount to THREE MILLION SEVEN HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$3,781,130), spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land, and added as additional security for the Loan a Secured Guaranty of Payment (together with the Original Guaranty, the "Guaranty") from Decatur, dated as of January 5, 2007.
- D. Lender, Borrower and Guarantor entered into a Second Modification of Loan Documents, dated as of February 7, 2007, and recorded with the Recorder's Office as Document No. 070442 (0)1 on February 13, 2007, which, among other things, increased the Loan Amount to FOUR MILLION THREE HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$4,365,630) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.
- E. Lender, Borrower and Guarantor entered into a Third Modification of Loan Documents, dated as of May 3, 2007, and recorded with the Recorder's Office as Document No. 071352618 on May 15, 2007, which among other things, increased the Loan Amount to FOUR MILLION FOUR HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$4,451,500) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.
- F. Lender, Borrower and Guarantor entered into a Fourth Modification of Loan Documents, dated as of July 19, 2007, and recorded with the Recorder's Office, which, among other things, increased the Loan Amount to FOUR MILLION SEVEN HUNDRED FOURTEEN THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$4,714,430) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.
- G. Borrower has acquired, or is about to acquire ice itle to additional land (the "Additional Land") which is part of the Other Property (as defined in the Mortgage). The Original Land and the Additional Land are described together on Exhibit P attached hereto and made a part hereof ("New Land").
- H. Borrower, Lender and Guarantor desire to further increase the Joan amount, spread the lien of the Mortgage to encumber the Additional Land and to make certain other amendments to the Mortgage, the Note, the Assignment of Rents and Leases and certain of the other Loan Documents, on the terms and conditions set forth in this Amendment.

### **AGREEMENTS:**

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

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- 1. <u>Increase in Loan</u>. The principal amount of the Loan is hereby increased to FOUR MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200). All references in the Loan Documents to the Loan or the Loan Amount shall be deemed references to the Loan in the maximum principal amount of \$4,828,200. The undisbursed proceeds of the Loan, as hereby increased, shall be advanced to Borrower for the payment of part of the purchase price of the Additional Land.
- 2. Amendment of Legal Description; Spreading of Lien of Mortgage. The Additional Land is hereby added to and shall be a part of the Land. The lien of the Mortgage (which constitutes a Financing Statement as to personal property and fixtures on the Land) is hereby spread so as to encumber title to the Additional Land, and as a Financing Statement all items of personal property and fixtures described therein and located on the Additional Land.
  - 3. A rendment to Note. The Note is amended as follows:
- a. The principal amount of the Note is increased to FOUR MILLION EIGHT HUNDRED TWENTY FIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200).
- b. The principal amount appearing in the heading of the Note, being the sum of "\$4,714,430", is deleted, and the sum of "\$4,828,200" is inserted in its place.
- c. In Paragraph 1, the phrase "FOUR MILLION SEVEN HUNDRED FOURTEEN THOUSAND FOUR HUNDRED THIRT" DOLLARS (\$4,714,430)" is deleted, and the phrase "FOUR MILLION EIGHT HUNDRED TVENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200)" is inserted in its place.
  - 4. **Amendment to Mortgage**. The Mortgage is amended as follows:
- a. In Recital (A), the phrase "Four Million Sever, Hundred Fourteen Thousand Four Hundred Thirty Dollars \$4,714,430)" is deleted, and the pinese "FOUR MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200)" is inserted in its place.
- b. In Exhibit A, the legal description of the Additional Land is a ded to the legal description of the Original Land, so that all references therein to Land, Real riscte or Property shall be deemed references to the New Land.
- 5. <u>Amendment to Assignment of Leases</u>. The Assignment of Leases is amended as follows:
- a. In Recital (A), the phrase "Four Million Seven Hundred Fourteen Thousand Four Hundred Thirty Dollars \$4,714,430)" is deleted, and the phrase "FOUR MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200)" is inserted in its place.
- b. In Exhibit A, the legal description of the Additional Land is added to the legal description of the Original Land, so that all references therein to Land, Real Estate or Property shall be deemed references to the New Land.

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- 6. **Amendment to Certificate**. The Certificate is amended as follows:
- a. In Recital (A), the phrase "Four Million Seven Hundred Fourteen Thousand Four Hundred Thirty Dollars \$4,714,430)" is deleted, and the phrase "FOUR MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200)" is inserted in its place.
  - b. Paragraph 23 is deleted in its entirety, and replaced with the following:
  - "23. No Other Property Acquisition. Neither Borrower nor any of its affiliates shall acquire any of the Other Property, until such time as any due diligence period under the Anchor Contract has expired and Borrower is entitled to retain the purchaser's earnest money deposit pursuant to the Anchor Contract."
- 7. Americant to Other Loan Documents. In Exhibit A of each of the other Loan Documents, the legal description of the Additional Land is added to the legal description of the Original Land, so that all references therein to Land, Real Estate or Property shall be deemed references to the New Land.
- 8. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as to love:
- (a) The representations and wa rranties in the Certificate, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Cefault (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Pocuments.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement acceived by Lender.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

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- 9. <u>Title Policy</u>. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a date down endorsement to Lender's title insurance policy 1410 SA3826012 (the "<u>Title Policy</u>"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage on the New Land, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.
- 10. Reaffirmation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.
- 11. <u>Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-cocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, a \$1,000 loan fee, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

### 12. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the tact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its 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 Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- (c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and

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representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein ader s.
  which is e.
  ct, to include t.

  ement may be exectall constitute one original
  s of the essence of each of

  [Signature Page Follows] which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- This Agreement may be executed in one or more counterparts, all of which, when taken ogether, shall constitute one original Agreement.
- Time is of the essence of each of Borrower's obligations under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER:	LENDER:
PREFERRED CALUMET LLC, an Illinois limited liability company  By: Che of its Managers  GUARANTORS:  Thomas Morabito, individually  Evan Oliff, individually	LASALLE BANK NATIONAL ASSOCIATION, a national banking association  By:
DECATUR VENTURES ONE LLC, an Indiana limited liability company  By: Shella Company  Name: Title: Socvetury	Office Office

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STATE OF ILLINOIS	)
COUNTY OF COOK	) ss. )
aforesaid, DO HEREBY CE Bank National Association, subscribed to the foregoing in	RTIFY that <u>Gretchen Hart</u> , <u>Vice President</u> of LaSalle is personally known to me to be the same person whose name is astrument, appeared before me this day in person and acknowledged said instrument as his own free and voluntary act for the uses and
GF√EN under my har	and Notarial Seal this 2 <sup>nd</sup> day of August, 2007.  Mana T. Capara  Notary Public
My Commission Expires:	"OFFICIAL SEAL"  M. IRIA T. ESPARZA  NOTARY PUBLIC STATE OF ILLINOIS  My Comunitation Expires 06/26/2011

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STATE OF ILLINOIS )
COUNTY OF (W) ) ss.
I Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MOUNT MOUNT of Preferred Calumet LLC, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal this 30th day of 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
OFFICIAL SEAL JONI WHEAT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPRES: 11/10/06
My Commission Expires: 11/10/08
STATE OF ILLINOIS ) ss.  COUNTY OF
I White the state aforesaid, DO HEREBY CERTIFY that Thomas Morabito and Evan Oliff are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 30 day of 1214, 2007.
My Commission Expires:    / 10/08

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STATE OF ILLINOIS )
COUNTY OF
I a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that a Notary Public in and for said County, in the State
Decatur Ventures One LLC, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.
purposes therein set forth.
GIVEN under my hand and Notarial Seal this 20 day of 2007.
Notary Public
Notary Public
My Commission Expires: "OFFICIAL SEAL"
Deborah M. Wooshum Notary Public, State on minors My Commission Expires 10/30/07

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### **EXHIBIT A**

### **ORIGINAL LAND**

### PARCEL 1:

LOTS 1 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 8 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 31 70 34 IN BLOCK 9 IN BUTTERFIELD SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF TEE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 38 THROUGH 44, POTH INCLUSIVE, IN BLOCK 9 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ILL'OOK COUNTY, ILLINOIS.

### PARCEL 4:

LOT 7 (EXCEPT THE NORTH 8 FEET THEREOF) AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

LOTS 1 THROUGH 9, BOTH INCLUSIVE, AND LOTS 15 THROUGH 22, BOTH INCLUSIVE, IN BRICKMAKER'S SUBDIVISION OF BLOCK 4 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Addresses: 1801 W. 120th Street, 12035 Page Street; 12001 Page Street;

SWC of 119th & Paulina; and SEC of 119th & Wood, Calumet Park, Illinois

PINs: 25-30-202-001; 25-30-202-002; 25-30-202-003; 25-30-202-004; 25-30-202-005; 25-30-202-006; 25-30-202-007; 25-30-202-008; 25-30-202-016; 25-30-202-017; 25-30-202-018; 25-30-202-019; 25-30-202-020; 25-30-202-021; 25-30-202-022; 25-30-202-023; 25-30-202-024; 25-30-202-025; 25-30-202-026; 25-30-203-023; 25-30-203-024; 25-30-203-025; 25-30-203-042; 25-30-207-023; 25-30-207-024 25-30-207-025; 25-30-207-026; 25-30-207-027; 25-30-207-028; 25-30-207-029 25-30-207-030; 25-30-207-031; 25-30-207-032; 25-30-207-033; 25-30-207-034 25-30-207-035; 25-30-207-036; 25-30-208-011; 25-30-208-012; 25-30-208-013; 25-30-208-014; 25-30-208-014; 25-30-208-045

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### PARCEL 6:

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### **ALSO**

THAT PART OF THE NORTH AND SOUTH 15 FOOT WIDE PUBLIC ALLEY AS HERETOFORE DEDICATED IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION AFORESA'L LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUGH LINE OF LOT 5 IN SAID BLOCK 3 AS VACATED BY PLAT OF VACATION RECORDED DECEMBER (5) 1994 AS DOCUMENT 04047724.

### PARCEL 7:

LOTS 1, 2, 3, 4 AND 5, INCLUDING THE PRIVATE ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOTS. IN THE RESUBDIVISION OF LOTS 40 TO 44 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF NORTHEAS? 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED JUNE 27, 1893 AS L'OCUMENT NO. 1892784.

### PARCEL 8:

LOTS 10, 11, 12, 13, 14 AND 15 IN BUTTERFIELD'S RESUBDIVISION OF THE EAST 1/2 OF BLOCK 14 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. P. COOK COUNTY, ILLINOIS

Addresses: 11901 S. Page Street and 12122 S. Paulina Street, Calumet Park, Illinois

PINs: 25-30-203-001; 25-30-203-002; 25-30-203-003; 25-30-203-004; 25-70-203-005; 25-30-203-016; 25-30-203-017; 25-30-203-018; 25-30-203-019; 25-30-203-020; 25-30-214-034; 25-30-214-035; 25-30-214-036; 25-30-214-037; 25-30-214-038

### PARCEL 10:

LOTS 35, 36 AND 37 IN BLOCK 9 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 11:

LOTS 10 AND 11 IN BRICKMAKER'S SUBDIVISION OF BLOCK 4 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE

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NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 12:

LOTS 38 AND 39 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 13a:

LOTS 11, 12. 13 AND 14 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, LYNOIS

### PARCEL 13b:

LOTS 15, 16, 17, 18, 19 AND THE NORTH 7.8 FEET OF LOT 20 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Addresses:

11927 South Wood Street; 12029 South Page Street; 11911 South Page Street and a Portion of the West Side of Paulin's between 119<sup>th</sup> and 120<sup>th</sup> Street, Calumet

Park, Illinois

PINs: 25-30-208-008-0000; 25-30-208-009-0000; 25-30-208-010-0000; 25-30-202-011-0000; 25-30-202-012-0000; 25-30-203-006-0000; 25-30-203-007-0000; 25-30-203-026-0000; 25-30-203-028-0000; 25-30-203-029-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000; 25-30-203-031-0000;

25-30-203-034-0000; 25-30-203-038-0000.

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### EXHIBIT B

### **NEW LAND**

### PARCEL 1:

LOTS 1 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 8 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 31 7 O 34 IN BLOCK 9 IN BUTTERFIELD SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF TEE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 38 THROUGH 44, BOTH INCLUSIVE, IN BLOCK 9 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30. TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOT 7 (EXCEPT THE NORTH 8 FEET THEREOF) AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

LOTS 1 THROUGH 9, BOTH INCLUSIVE, AND LOTS 15 THROUGH 22, BOTH INCLUSIVE, IN BRICKMAKER'S SUBDIVISION OF BLOCK 4 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Addresses: 1801 W. 120th Street, 12035 Page Street; 12001 Page Street;

SWC of 119th & Paulina; and SEC of 119th & Wood, Calumet Park, Illinois

PINs: 25-30-202-001; 25-30-202-002; 25-30-202-003; 25-30-202-004; 25-30-202-005; 25-30-202-006; 25-30-202-007; 25-30-202-008; 25-30-202-016; 25-30-202-017; 25-30-202-018; 25-30-202-019; 25-30-202-020; 25-30-202-021; 25-30-202-022; 25-30-202-023; 25-30-202-024; 25-30-202-025; 25-30-202-026; 25-30-203-023; 25-30-203-025; 25-30-203-042; 25-30-207-023; 25-30-207-024 25-30-207-025; 25-30-207-026; 25-30-207-027; 25-30-207-028; 25-30-207-029 25-30-207-030; 25-30-207-031; 25-30-207-032; 25-30-207-033; 25-30-207-034 25-30-207-035; 25-30-207-036; 25-30-208-011; 25-30-208-012; 25-30-208-013; 25-30-208-014; 25-30-208-014; 25-30-208-014;

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### PARCEL 6:

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### **ALSO**

THAT PART OF THE NORTH AND SOUTH 15 FOOT WIDE PUBLIC ALLEY AS HERETOFORE DEDICATED IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION AFORESA'L LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUGH LINE OF LOC 5 IN SAID BLOCK 3 AS VACATED BY PLAT OF VACATION RECORDED DECEMBER 15 1994 AS DOCUMENT 04047724.

### PARCEL 7:

LOTS 1, 2, 3, 4 AND 5, INCLUDING THE PRIVATE ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOTS, IN THE RESUBDIVISION OF LOTS 40 TO 44 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED JUNE 27, 1893 AS EQCUMENT NO. 1892784.

### PARCEL 8:

LOTS 10, 11, 12, 13, 14 AND 15 IN BUTTERFIELD'S PESUBDIVISION OF THE EAST 1/2 OF BLOCK 14 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Addresses: 11901 S. Page Street and 12122 S. Paulina Street, Calur et Park, Illinois

PINs: 25-30-203-001; 25-30-203-002; 25-30-203-003; 25-30-203-004; 25-30-203-005; 25-30-203-016; 25-30-203-017; 25-30-203-018; 25-30-203-019; 25-30-203-020; 25-30-214-034; 25-30-214-035; 25-30-214-036; 25-30-214-037; 25-30-214-038

### PARCEL 9:

LOTS 1 THRU 18 BOTH INCLUSIVE, IN BLOCK 5 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 10:

LOTS 35, 36 AND 37 IN BLOCK 9 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30,

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### **UNOFFICIAL COPY**

TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 11:

LOTS 10 AND 11 IN BRICKMAKER'S SUBDIVISION OF BLOCK 4 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 12:

LOTS 38 AND 39 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS.

### PARCEL 13a:

LOTS 11, 12, 13 AND 14 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 13b:

LOTS 15, 16, 17, 18, 19 AND THE NORTH 1/6 FEET OF LOT 20 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 27 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL INOIS

Addresses:

11927 South Wood Street; 12029 South Page Street; 11911 South Page Street; SWC of 119<sup>th</sup> and Wood; and a Portion of the West Side of Paulina between 119<sup>th</sup> and 120<sup>th</sup> Street, Calumet Park, Illinois

PINs: 25-30-201-001-0000; 25-30-201-002-0000; 25-30-201-003-0000; 25-30-201-004-0000 25-30-201-005-0000; 25-30-201-006-0000; 25-30-201-007-0000; 25-30-201-078-0000 25-30-201-009-0000; 25-30-201-010-0000; 25-30-201-011-0000; 25-30-201-012-0000 25-30-201-013-0000; 25-30-201-014-0000; 25-30-201-015-0000; 25-30-201-016-0000 25-30-201-017-0000; 25-30-201-018-0000; 25-30-208-008-0000; 25-30-208-009-0000 25-30-208-010-0000; 25-30-202-011-0000; 25-30-202-012-0000; 25-30-203-006-0000 25-30-203-007-0000; 25-30-203-026-0000; 25-30-203-027-0000; 25-30-203-028-0000 25-30-203-029-0000; 25-30-203-030-0000; 25-30-203-031-0000; 25-30-203-032-0000 25-30-203-033-0000; 25-30-203-034-0000; 25-30-203-038-0000.