## **UNOFFICIAL COPY**

THIS INSTRUMENT PREPARED BY: Bruce A. Salk Cohen, Salk & Huvard, P.C. 630 Dundee Road, Suite 120 Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO: Zachary A. Braun First Eagle Bank 1201 W. Madison Street Chicago, Illinois 60607



0724133098 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/29/2007 11:22 AM Pg: 1 of 16

### **MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 26th day of July, 2007, by and among 1032 W. FULTON MARKET LLC, an Illinois himited liability company ("Borrower"), KENNETH E. MOTEW, MICHAEL ZUCKER, ADAM S. 'MILLER (Kenneth E. Motew, Michael Zucker, and Adam S. Miller are hereinafter collectively referred to as the "Guarantors"), MICHELLE H. GOOZE MILLER ("Gooze Miller"), MOTEW/ZUCKER LAKE STREET LLC, an Illinois limited liability company ("M/Z Lake Street") (Borrower, Guarantors, Gooze Miller, and M/Z Lake Street are hereinafter collectively referred to as the "Obligors"), and FIRST EAGLE BANK, formerly known as First Eagle National Bank ("Lender").

#### WITNESSETA

WHEREAS, Borrower has executed and delivered to Lender that certain mortgage note dated as of February 26, 2007 in the original principal sum of Four Million Five Hundred Fifty-Seven Thousand and 00/100 Dollars (\$4,557,000.00) (the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- mortgage and security agreement of even date therewith, recorded in the Office of (i) the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0706126153 (the "Fulton Mortgage") on property commonly known as 1032 W. Fulton Street, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Fulton Premises");
- assignment of rents and of lessor's interest in leases dated of even date with the (ii) Note made by Borrower in favor of Lender encumbering the Fulton Premises, recorded in the Recorder's Office, as Document No. 0706126154 (the "Fulton Assignment of Rents");
- guaranty dated of even date with the Note made by Guarantors in favor of Lender (iii) (the "Guaranty");

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- (iv) environmental indemnity agreement dated of even date with the Note made by Borrower and Guarantors in favor of Lender;
- (v) construction loan agreement dated of even date with the Note between Borrower and Lender (the "Loan Agreement");
- (vi) security agreement and assignment of contractual agreements affecting real estate dated of even date with the Note made by Borrower in favor of Lender;
- (vii) assignment of sales contracts dated of even date with the Note made by Borrower in favor of Lender;
- (viii) junior mortgage and security agreement dated of even date with the Note made by M/Z Lake Street in favor of Lender encumbering certain real property commonly known as 1035 W. Lake Street, Units 301 and 302, Chicago, Illinois and legally described in Exhibit "B" attached hereto and made a part hereof (the "Lake Premises"), recorded in the Recorder's Office as Document No. 0706126155 (the "Lake Mortgage");
- junior assignment of ronts and of lessor's interest in leases dated of even date with the Note made by M/Z Lake Street in favor of Lender encumbering the Lake Premises, recorded in the Recorder's Office as Document No. 0706126156 (the "Lake Assignment of Rents"),
- junior mortgage and security agreement dated of even date with the Note made by Adam S. Miller and Gooze Miller in favor of Lender encumbering certain real property commonly known as 3111 N Clifton, Chicago, Illinois and legally described in Exhibit "C" attached hereto and made a part hereof (the "Clifton Premises") (the Fulton Premises, the Lake Premises and the Clifton Premises are hereinafter collectively referred to as the "Premises"), recorded in the Recorder's Office as Document No. 0706126157 (the "Clifton Mortgage") (the Fulton Mortgage, the Lake Mortgage and the Clifton Mortgage are hereinafter collectively referred to as the "Mortgages"); and
- (xi) junior assignment of rents and lessor's interest in leases dated of even date with the Note made by Adam S. Miller and Gooze Miller in ravor of Lender encumbering the Clifton Premises, recorded in the Recorder's Office as Document No. 0706126158 (the "Clifton Assignment of Rents") (the Fulton Assignment of Rents, the Lake Assignment of Rents and the Clifton Assignment of Rents are hereinafter collectively referred to as the "Assignments of Rents").

WHEREAS, Obligors are desirous of (i) increasing the principal sum of the Note to \$4,683,000.00 and (ii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Fulton Mortgage held by Lender is a valid, first and subsisting lien on the Fulton Premises (as defined in the Fulton Mortgage), that the liens of the Lake Mortgage and the Clifton Mortgage held by Lender are valid, junior and subsisting liens on the Lake Premises (as defined in the Lake Mortgage) and the Clifton Premises (as defined in

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the Clifton Mortgage), respectively, and that the execution of this Modification Agreement will not impair the liens of said Mortgages and that there are no existing junior mortgages or other liens subsequent to the liens of the Mortgages held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), IT IS AGREED AS FOLLOWS:

- 1. The parties represent and agree that the foregoing recitals are true and correct.
- 2. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an amended and restated mortgage note of even date herewith in the principal amount of Four Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$4,683,000.00), payable to the order of Lender (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$4,683,000.00 construction loan made by Lender to Borrower and evidenced by the Amended Note Lender shall have no obligation to disburse the additional \$126,000.00 in loan proceeds, except for hard construction costs.
- 3. The Fulton Mortgage is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:
  - "WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, the Mortgagor's Amendea and Restated Mortgage Note dated as of July 26, 2007, payable to the order of Mortgagee, in the principal sum of Four Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$4,683,000.00) (as modified, restated or replaced from time to time, herein called the "Note") bearing interest at the variable rate specified therein, due in the manner as provided therein and in any event on February 26, 2003, the terms and provisions of which Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and".
- 4. The Fulton Assignment of Rents is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:
  - "WHEREAS, Assignor has executed an amended and restated mortgage note (as modified, restated or replaced from time to time, hereinafter referred to as "Note") dated as of July 26, 2007, payable to the order of FIRST EAGLE BALK, formerly known as First Eagle National Bank (hereinafter referred to as "Assignee"), in the principal amount of Four Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$4,683,000.00); and".
- 5. The Guaranty is hereby modified by amending and restating in their entirety the first two "Whereas" paragraphs on page 1 to read as follows:
  - "WHEREAS, pursuant to the terms of that certain Construction Loan Agreement dated as of February 26, 2007 (as modified from time to time, the "Loan Agreement") between 1032 W. FULTON MARKET LLC, an Illinois limited liability company (the "Borrower"), and Lender, Lender has agreed to

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make a construction loan to Borrower in the maximum principal amount of \$4,683,000.00 (as modified from time to time, the "Loan"); and

WHEREAS, the Loan is evidenced by a certain amended and restated mortgage note dated as of July 26, 2007, in the maximum principal amount of \$4,683,000.00 (as modified, restated or replaced from time to time, the "Note"); and".

- 6. The Loan Agreement is hereby modified as follows:
- a. The first sentence of section 3 is hereby deleted and replaced with the following: "Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender an amount not to exceed Four Million Six Hundred Eighty-Three Thousand and 00/1/0 Dollars (\$4,683,000.00) at any one time for the purposes and upon the terms and subject to the conditions contained in this Agreement (as modified from time to time, the "Loan")."
- b. Section 5.1 is hereby amended and restated in its entirety to read as follows: "An amended and restated mortgage note (as modified, restated or replaced from time to time, the "Note") dated as of July 26, 2007, executed by Borrower, payable to the order of Lender, in the principal amount of \$4,683,000.00."
- c. Section 6.1(b) is hereby amended by deleting the number "\$4,557,000.00" as it appears therein, and replacing it with the number "\$4,683,000.00".
- d. The project budget attached to the Loan Agreement as Exhibit B is modified to provide for the increased loan amount, as more specifically set forth in paragraph 2 above.
- 7. The Lake Mortgage and the Clifton Mortgage are each hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 of each document to read as follows:
  - "WHEREAS, 1032 W. FULTON MARKET LLC, an Illinois limited liability company ("Borrower"), has executed an Amended and Restated Mortgage Note dated as of July 26, 2007, payable to the order of Mortgagee, in the principal sum of Four Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$4,683,000.00) (as modified, restated or replaced from time to time, herein called the "Note") bearing interest at the variable rate specified therein, due in the manner as provided therein and in any event on February 26, 2008, the terms and provisions of which Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and".
- 8. The Lake Assignment of Rents and the Clifton Assignment of Rents are each hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 of each document to read as follows:
  - "WHEREAS, 1032 W. FULTON MARKET LLC, an Illinois limited liability company (the "Borrower"), has executed an amended and restated mortgage note (as modified, restated or replaced from time to time, hereinafter re-

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ferred to as "Note") dated as of July 26, 2007, payable to the order of FIRST EAGLE BANK, formerly known as First Eagle National Bank (hereinafter referred to as "Assignee"), in the principal amount of Four Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$4,683,000.00); and".

- 9. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement.
- Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.
- Lender, Obligors shall pay to Lender all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).
- 12. The Premises described in the Mortgages shall remain in all events subject to the liens, charges or encumbrances of the Mortgages, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the liens, charges or encumbrances of the Mortgages, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, the Mortgages and/or the Assignments of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.
- 13. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.
- 14. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note, the Guaranty and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, the Guaranty and other Loan Documents, as so amended.

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Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

- 15. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of conclusation, validity and performance.
- 16. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.
- 17. This Modification Agreement (r.a) be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.
- 18. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before August 15, 2007 (the "Modification Termination Date"):
- (a) An endorsement to Chicago Title Insurance Company Loan Policy No. 008371144 (the "Title Policy") which (i) amends the description of the Fulton Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Fulton Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, and (vi) increases the amount of insurance to \$4,683,000.00; and
  - (b) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

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19. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGPAPH.

LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE MAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

the date first above written.	
	1032 W. FULTON MARKET LLC, an Illinois limited liability company
	By: Kenneth E. Motew, Manager
	AH-
DOOP OF C	KENNETH E. MOTEW, individually
	MICHAEL ZUCKER, individually
C	adm S. Mur
0/	ADAM S. MILLER, individually
	Michelle H. Loog-Miller
	MICHELLE H. GOOZE MILLER, individually
	MOTEW/ZUCKER LAKE STREET LLC, an Illinois limited liability company
	By: KMZ MANAGER LLC, an Illinois limited liability company, its sole manager
	By:
	Kenneth E. Motew, a manager
	FIRST EAGLE BANK
	By:
	1

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

	1032 W. FULTON MARKET LLC, an Illinois limited liability company
	By: Kenneth E. Motew, Manager
DOOD OF CO	KENNETH E. MOTEW, individually  MICHAEL ZUCKER, individually
	ADAM S. MILLER, individually  MICHELLE H. GOOZE MILLER, individually
	MOTEW/ZUCKER LAKE STREET LLC, an Illinois limited liantly; company
	By: KMZ MANAGER LIC, an Illinois limited liability company, its sole manager
	By:  Kenneth E. Motew, a manager
	FIRST EAGLE BANK
	By:
	Its: AVP

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STATE OF ILLINOIS )
) SS COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH E. MOTEW, personally known to me as a manager of 1032 W FULTON MARKET LLC, an Illinois limited liability company, and 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, sealed and delivered the said instrument as such manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  Given under my hand and notarial seal this
OFFICIAL SEAL OUNA S. SONG OTARY PUBLIC - STATE OF ILLINOIS OMMISSION EXPIRES 02-15-2011 Notary Public
My Commission Expires: 2-015-2011
STATE OF ILLINOIS ) ) SS COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DC HEREBY CERTIFY that KENNETH E. MOTEW, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.
Given under my hand and notarial seal this The day of July, 2007.
OFFICIAL SEAL YUNA S. SONG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 02-15-2011  Notary Public
My Commission Expires: <u>3-15-2011</u>

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STATE OF ILLINOIS	)	CC			
COUNTY OF COOK	)	SS			
I, the undersigned, HEREBY CERTIFY that subscribed his name to the Given under my har	MICHA foregoing	EL ZUCKER, pg instrument for t		efore me this day	
NOTARY PUBLIC	CIAL SEAL S. SONG STATE OF INEXPIRES 02.	LLINOIS 15-2011	Notary Public	n-ary	<b>-</b>
My Commission Expi es:	<b>3-</b>	15-2011	_		
STATE OF ILLINOIS COUNTY OF COOK		SS CO			
I, the undersigned, HEREBY CERTIFY that subscribed his name to the	ADAM	S. MILLER, pe		fore me this day	
Given under my ha	nd and no	otarial seal this	day of July, 2007.		
OFFICIAL SE YUNA S. SOI NOTARY PUBLIC - STATE MY COMMISSION EXPIRE	NG		Ymm (	n.Omg	
	5 4	L 22.11		CO	
My Commission Expires:_	2-1	5-2011			

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STATE OF ILLINOIS	)	SS			
COUNTY OF COOK	)	55			
I, the undersigned, a HEREBY CERTIFY that M day and subscribed her name	ICHEL	LE H. GOOZE	MILLER, pument for the	ersonally appe	eared before me this
Given under my han	d and no	otarial seal this	day of	<del>July</del> , 2007.	
OFFICIA SUSAN H G NOTARY PUBLIC - S MY COMMISSION	OLDBER	LLINOIS {	Susc	ary Public	Goldberg
900			Not	ary Public	
My Commission Expires					
	Ox				
		7			
STATE OF ILLINOIS	)	SS			
COUNTY OF COOK	)	C			
I, the undersigned, hereby certify that KENNI MANAGER LLC, which is Illinois limited liability conname is subscribed to the acknowledged that he signed limited liability company, prompany, as his own and frailiability company, for the use	ETH E. s the solution the solution of the solu	MOTEW personal personally ing instrument, and delivered to authority, go voluntary act an purposes therein	MOTEW/ZU known to appeared be different the said instituted by the did as the free a set forth.	orn to me as a a a a a a a a a a a a a a a a a a	Manager of KMZ STREET LLC, an same person whose day in person and ch Manager of said aid limited liability
Given under my han	d and n	otarial seal this	day of	July, 2007.	
OFFICIAL YUNA S. NOTARY PUBLIC - ST MY COMMISSION EXI	SONG	INOIS 4-2011	Not	tary Public	Mony
My Commission Expires:	2-1!	5-2011			

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\$150,000 mg	The residence with the second
STATE OF ILLINOIS ) SS	Talling the state of the state
COUNTY OF COOK )	
to be the same persons whose name is, appeared before me this definition.	•
My Commission Expires 06/2//10 %	Notary Public
My Commission Expires: 1/27/10	County Clert's Office
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### **EXHIBIT "A"**

PINS:

17-08-410-009-0000

17-08-410-010-0000 17-08-410-011-0000 17-08-410-012-0000

ADDRESS: 1032 W. FULTON STREET, CHICAGO, ILLINOIS

LOTS 17 18, 19, 20 AND 21 IN BLOCK 13 IN CARPENTER'S ADDITION TO CHICAGO TON COOK COUNTY CLERK'S OFFICE IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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#### **EXHIBIT "B"**

PIN:

17-08-429-005-0000

ADDRESS: 1035 W. Lake Street, Units 301 & 302, Chicago, Illinois

UNIT NUMBERS 301 AND 302 IN WEST LAKE PROFESSIONAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL **ESTATE**:

LOTS 1 AND 2 IN BLOCK 31 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECCRDED AS DOCUMENT NUMBER 0511919047; TOGETHER WITH Coot County Clark's Office THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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#### **EXHIBIT "C"**

PIN:

14-29-201-030-0000

ADDRESS: 3111 N. Clifton, Chicago, Illinois

THE NORTH 26 FEET OF LOTS 80, 81 AND 82 (EXCEPT THE EAST 3 FEET OF THE NORTH 26 FEET OF LOT 80) IN JOHN P. ALTEGELD'S SUBDIVISION OF BLOCKS 3 AND 4 IN THE SUBDIVISION OF BLOCKS 2 AND 3 IN CANAL TRUSTEE'S TON ETHIRL

ODERTH OX COOK COUNTY CIENTS OFFICE SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.