

UNOFFICIAL COPY



Doc#: 0834518102 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/10/2008 04:08 PM Pg: 1 of 17

This instrument prepared by
and please return to:

Polsinelli Shalton Flanigan Suelthaus PC
180 North Stetson Avenue
Suite 4525
Chicago, Illinois 60601-6733
Attention: Kimberly K. Enders, Esq.

Parcel 1:

P.I.N.: 11-29-102-026-0000
COMMONLY KNOWN AS: 1528 West Jonquil Terrace, Chicago, Illinois 60626-1215

Parcel 2:

P.I.N.: 11-30-403-003-0000
COMMONLY KNOWN AS: 7541 North Clark Street, Chicago, Illinois 60626-1621

SIXTH LOAN MODIFICATION AGREEMENT

This instrument is a Sixth Loan Modification Agreement ("Sixth Modification") among First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation ("Lender"), Esoteria Construction Inc., an Illinois corporation ("Borrower"), Chicago Title Land Trust Company, as successor to *American National Bank and Trust Company of Chicago, as Trustee ("Trustee") under Trust dated March 13, 1979 and known as its Trust No. 25-3843 (the "Trust") and Stavros Dorizas and Anna Moraitis (collectively "Guarantors").

CHICAGO TITLE LAND TRUST COMPANY is successor
Land Trustee to LaSalle Bank National Association and
all references within this MODIFICATION
document to LaSalle Bank National Association shall
be deemed to mean CHICAGO TITLE LAND
TRUST COMPANY as Successor Trustee * 99

UNOFFICIAL COPY

RECITALS:

A. Borrower holds fee simple title to the real estate commonly known 1528 West Jonquil Terrace, Chicago, Illinois 60626-1215, which is legally described on **Exhibit A** attached hereto ("Parcel No. 1").

B. Trustee holds fee simple title to 7541 North Clark Street, Chicago, Illinois 60626-1621 ("Parcel No. 2"). Stavros Dorizas is the beneficiary of the Trust. Parcel No. 1 and Parcel No. 2 are referred to collectively herein as the "Real Estate."

C. On September 8, 2005, Lender granted a loan to Borrower in the amount of One Million Nine Hundred Fifty-Five Thousand Five Hundred (\$1,955,500.00) Dollars ("Loan"), which Loan is evidenced by a Promissory Note in the principal amount of One Million Nine Hundred Fifty-Five Thousand Five Hundred (\$1,955,500.00) Dollars (the "Original Note"). Concurrently therewith, Borrower, Trustee, Guarantors and other parties executed and delivered to Lender the following documents (collectively "Security Documents"):

1. a Construction Loan Agreement ("Loan Agreement");
2. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing; ("Mortgage") executed by Borrower, Trustee and Guarantors and covering the Real Estate, which Mortgage was recorded with the Cook County Recorder of Deeds on October 4, 2005 as Document No. 0527747065;
3. a Guaranty of Note, Mortgage, Loan Agreement and Other Undertakings executed by Guarantors ("Guaranty");
4. a letter agreement waiving tax and insurance escrows;
5. a UCC Financing Statement authorized by Borrower and filed with the Secretary of State of Illinois regarding Parcel No. 1;

UNOFFICIAL COPY

6. a UCC Financing Statement authorized by Trustee and filed with the Secretary of State of Illinois regarding Parcel No. 2;

7. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors;

8. an Assignment of Project Documents executed by Borrower;

9. such other documents executed by Borrower, Trustee and Guarantors to or for the benefit of Lender.

D. As of October 1, 2006, Borrower, Guarantors and Lender entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender extended the Maturity Date of the Loan until March 1, 2007 and increased the amount of the loan by \$85,000.00 ("Additional Loan"). Concurrently therewith, Borrower executed and delivered to Lender a Revised Promissory Note in the amount of \$1,505,805.00 ("Revised Note"), a copy of which was attached to the Modification as Exhibit B, and Guarantors executed and delivered to Lender a Revised Guaranty of Modification, Note, Loan Agreement, Mortgage and Other Undertakings ("Revised Guaranty"). The Modification was recorded with the Cook County, Illinois Recorder of Deeds on November 22, 2006 as Document No. 0632644017.

E. As of March 1, 2007, Borrower, Guarantors and Lender entered into a Second Loan Modification Agreement ("Second Modification"), pursuant to which Lender extended the maturity date of the Loan from March 1, 2007 until September 1, 2007. The Second Modification was recorded with the Cook County, Illinois Recorder of Deeds on April 5, 2007 as Document No. 0709545057.

F. As of September 1, 2007, Borrower, Guarantors and Lender entered into a Third Loan Modification Agreement ("Third Modification"), pursuant to which Lender extended the

UNOFFICIAL COPY

maturity date of the Loan from March 1, 2007 until March 1, 2008. The Third Modification was recorded with The Cook County, Illinois Recorder of Deeds on October 23, 2007 as Document No. 0729609061.

G. As of March 1, 2008, Borrower, Guarantors and Lender entered into a Fourth Loan Modification Agreement ("Fourth Modification"), pursuant to which Lender extended the Maturity Date of the Loan from March 1, 2008 until September 1, 2008. The Fourth Modification was recorded with the Cook County, Illinois Recorder of Deeds on April 28, 2008 as Document No. 0811909075.

H. On May 28, 2008, Borrower, Guarantors and Lender entered into a Fifth Loan Modification Agreement ("Fifth Modification"), pursuant to which Lender extended the maturity date of the Loan until September 1, 2008 and increased the Loan by \$10,000.00 to reserve funds to pay interest on the Loan ("Second Additional Loan"). Concurrently therewith, Borrower executed and delivered to Lender a Promissory Note in the amount of \$315,839.09 ("Second Revised Note") a copy of which was attached to the Fifth Modification as Exhibit B. The Fifth Modification was recorded with the Cook County, Illinois Recorder of Deeds on June 13, 2008 as Document No. 0816518082.

I. The Loan has been repaid partially and there is now principal outstanding in the amount of \$_____ and Lender has released its lien on 1532 West Juneway Terrace, Chicago, Illinois 60626-1206.

J. Borrower has now requested Lender to extend the maturity date from September 1, 2008 until September 1, 2009 and to increase the Loan by Four Thousand One Hundred Sixty One (\$4,161.00) Dollars to the amount of \$320,000.00 to reserve funds to pay

UNOFFICIAL COPY

interest on the Loan. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Lender hereby agrees to increase the Loan by Four Thousand One Hundred Sixty One (\$4,161.00) Dollars ("Third Additional Loan"), to be used to pay interest on the Loan. The Original Note, Revised Note and Second Revised Note are hereby modified by a Promissory Note in the amount of Three Hundred Twenty Thousand (\$320,000.00) Dollars ("Third Revised Note") executed by the Borrower concurrently herewith. A copy of the Third Revised Note is attached hereto as **Exhibit B**.

2. The Security Documents are hereby modified and amended to secure the Third Revised Note, the Second Revised Note, the Revised Note and the Original Note and all references to the Original Note, the Revised Note and the Second Revised Note in the Security Documents are modified and amended to refer to the Third Revised Note. All interest charged on and all payments made on the Original Note, the Revised Note and Second Revised Note previously are unchanged. The Third Revised Note evidences the outstanding principal balance of the Loan, the Additional Loan, the Second Additional Loan and the Third Additional Loan.

3. This Sixth Modification shall be effective upon Lender's receipt of this Sixth Modification executed by the parties hereto and the following documents and items:

- (a) the Third Revised Note in the amount of \$320,000.00;
- (b) a date down endorsement to Lender's loan title insurance policy which extends the date of the policy to the date of recording of this Sixth Modification, subject only to such exceptions as Lender shall permit, and which reflects that Borrower and Trustee and

UNOFFICIAL COPY

hold fee simple title to the respective parcels of Real Estate and which insures the Mortgage as modified by this Sixth Modification;

- (c) an Organization Resolution of Borrower;
- (d) a Certification of No Change to Borrower's organizational documents;
- (e) a printout from the Illinois Secretary of State's website showing the good standing status of Borrower;
- (f) a certified copy of the Letter of Direction to Trustee; and
- (g) payment of the Lender's expenses set forth in Section 7 hereof.

4. This Sixth Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Original Note, Revised Note or Second Revised Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage as revised by this Sixth Modification, or the covenants, conditions and agreements therein contained or contained in the Original Note, Revised Note or Second Revised Note.

5. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

6. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

UNOFFICIAL COPY

7. Borrower hereby agrees to pay Lender a fee in the amount of \$3,000.00 ("Loan Fee") for this Sixth Modification and all of Lender's expenses arising out of and in connection with this Sixth Modification including, but not limited to, attorneys' fees, title insurance premiums recording fees, appraisal fees and Lender's attorneys' fees performed in the preparation of necessary documentation. The Loan Fee must be paid on the date on which the Loan is paid in full but in no event later than the Maturity Date.

8. Guarantors hereby expressly acknowledge and confirm that by executing this Sixth Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantor and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender. Guarantors acknowledge and agree that the Revised Guaranty is hereby modified and all references to the Revised Note are replaced to refer to the Second Revised Note.

9. **BORROWER AND GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORIGINAL NOTE AND THE REVISED NOTE, THE MODIFICATION, THE SECOND MODIFICATION, THE THIRD MODIFICATION, THE FOURTH MODIFICATION AND THIS SIXTH MODIFICATION, THE MORTGAGE, THE LOAN AGREEMENT, THE SECURITY DOCUMENTS, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN**

UNOFFICIAL COPY

CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER, BORROWER AND/OR GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER OR GUARANTOR, OR ANY OF THEM.

10. BORROWER AND GUARANTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER AND GUARANTORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER AND GUARANTORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER AND GUARANTORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWER AND GUARANTORS AT THEIR ADDRESSES AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF LENDER. BORROWER AND GUARANTORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN

UNOFFICIAL COPY

ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AND GUARANTORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER AND GUARANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

11. Borrower and Guarantors warrant to Lender that neither Borrower nor Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

12. Borrower and Guarantors covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Borrower and Guarantors shall immediately notify Lender in writing of such information. Borrower and Guarantors further

UNOFFICIAL COPY

agree that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

13. This Sixth Modification is executed by Chicago Title Land Trust Company, as successor to ^{*}American National Bank and Trust Company of Chicago, not individually or personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this Sixth Modification, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this

UNOFFICIAL COPY

Sixth Modification.

Signature Page Follows

Property of Cook County Clerk's Office



UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Modification on

Sept. 29, 2008.

LENDER:

First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation

By: Laurie Burke
Its VP

TRUSTEE:

Chicago Title Land Trust Company, as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 25-3843 dated March 13, 1979 and not personally

By: Paul F. Jank
Its TRUST OFFICER

BORROWER:

Esoteria Construction Inc., an Illinois corporation

By: Stavros Dorizas
Stavros Dorizas, President

Attest: Anna Moraitis
Anna Moraitis, Secretary

Anna Moraitis

GUARANTORS:

Anna Moraitis
Anna Moraitis

Stavros Dorizas
Stavros Dorizas

CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to LaSalle Bank National Association and all references within this MODIFICATION document to LaSalle Bank National Association shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee

Property of Cook County Clerk's Office

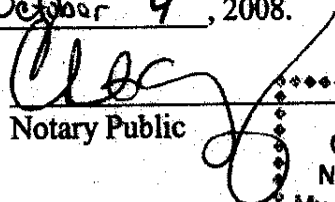
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

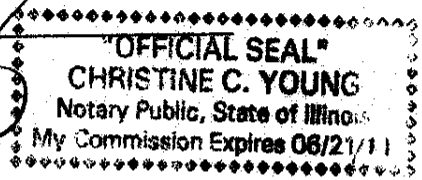
The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Lawrence Burke, Senior VP of First Chicago Bank & Trust, as successor to Ube Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 9, 2008.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

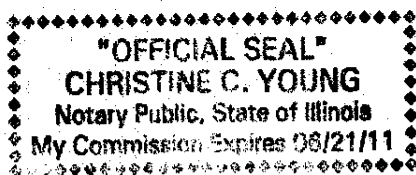


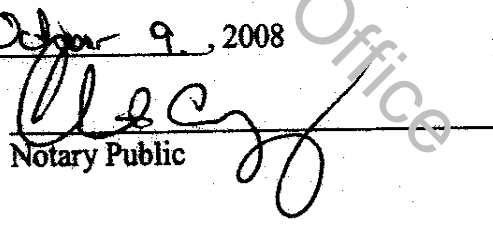
Notary Public



The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Joseph F. Sabacki, Trust Officer of Chicago Title Land Trust Company, as successor to American National Bank and Trust Company of Chicago, as trustee as aforesaid, 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 (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 9, 2008





Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stavros Dorizas and Anna Moraitis, President and Secretary, respectively, of Esoteria Construction Inc., an Illinois corporation, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2008.

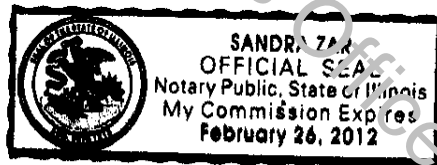
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

SANDRA ZAR, a Notary Public in and for the State and County aforesaid, does hereby certify that Anna Moraitis, individually, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Oct 10, 2008.

Sandra Zar
Notary Public

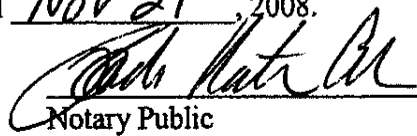


UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF C O O K) SS

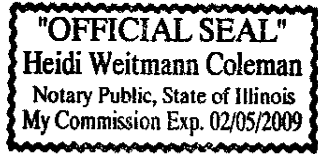
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stavros Dorizas and Anna Moraitis, President and Secretary, respectively, of Esoteria Construction Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Nov 21, 2008.



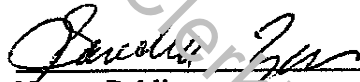
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF C O O K) SS



SANDRA ZAR, a Notary Public in and for the State and County aforesaid, does hereby certify that Anna Moraitis, individually, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Oct 10, 2008.



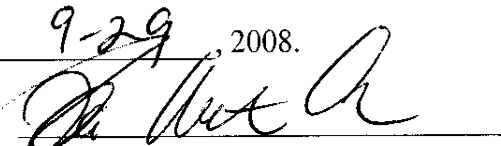
 Notary Public



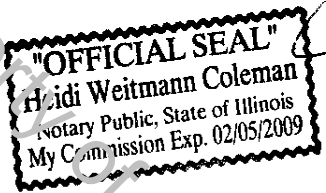
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Heidi Weitmann Coleman, a Notary Public in and for the State and County aforesaid, does hereby certify that Stavros Dorizas, individually, 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 9-29, 2008.


Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION:****PARCEL :1**

LOT 15 AND THE EAST 10 FEET OF LOT 16 IN GERMANIA ADDITION TO EVANSTON SUBDIVISION OF BLOCKS 2 AND 3 IN DREYERS LAKE SHORE ADDITION TO EVANSTON AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND SOUTHWEST OF SAID BLOCKS 2 AND 3 IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1528 WEST JONQUIL TERRACE, CHICAGO, ILLINOIS 60626-1215
P.I.N.: 11-29-102-026-0000

PARCEL 2:

THAT PART OF LOT 7 IN JOHN F. URE'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN URE'S SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF GREEN BAY ROAD, OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF NORTH CLARK STREET 104 FEET, 11-1/4 INCHES SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST PARALLEL WITH AND 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 85 FEET AND 1-3/8 INCHES; THENCE SOUTHEASTERLY ON A LINE AT AN ANGLE OF 126 DEGREES 31 MINUTES 41 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 30 FEET, 1-1/4 INCHES; THENCE SOUTHEASTERLY ON A LINE AT AN ANGLE OF 157 DEGREES 101 MINUTES 09 SECONDS TO THE LAST DESCRIBED LINE, A DISTANCE OF 39 FEET AND 2-3/4 INCHES; THENCE SOUTHERLY ON A LINE AT AN ANGLE OF 162 DEGREES 41 MINUTES 23 SECONDS TO THE LAST DESCRIBED LINE, 18 FEET 6-1/8 INCHES; THENCE WEST PARALLEL WITH AND 181 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7, 84 FEET 8-7/8 INCHES TO THE WEST LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF NORTH CLARK STREET; THENCE NORTHWESTERLY ALONG THE EAST LINE OF NORTH CLARK STREET, 85 FEET TO THE PLACE OF BEGINNING; ALSO THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF NORTH CLARK STREET, 189 FEET, 11-1/4 INCHES SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST PARALLEL WITH AND 181 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 84 FEET 8-7/8 INCHES; THENCE SOUTHERLY ON A LINE AT AN ANGLE OF 86 DEGREES 05 MINUTES 23 SECONDS TO THE LAST DESCRIBED LINE A DISTANCE OF 24 FEET, 5-1/16 INCHES; THENCE WEST PARALLEL WITH AND 205 FEET, 4-3/8 INCHES SOUTH OF THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 75 FEET, 3-7/8 INCHES TO THE WEST LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF NORTH CLARK STREET; THENCE NORTHWESTERLY ALONG THE SAID EASTERLY LINE 25 FEET, 6-7/8 INCHES TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 7541 NORTH CLARK STREET, CHICAGO, ILLINOIS 60626-1621
P.I.N.: 11-30-403-003-0000