# UNOFFICIALICOPY

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Much Shelist 191 North Wacker Drive Suite 1800 Chicago, IL 60606.1615 Attn: Michael Wolfe Doc#: 0900933005 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/09/2009 08:42 AM Pg: 1 of 15

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### FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 27<sup>th</sup> day of September, 2008 (he "Effective Date"), by and among CHIGAL UNION L.P., an Illinois limited partnership ("Berrower"), Piaras Jordan and Daniel Boyd (collectively the "Guarantor") and Christopher Crehen and Daniel Crehan (collectively the "Additional Guarantor"), and The Leaders Bank its successors and assigns ("Bank").

### RECITALS:

- A. Bank previously made a loan (the "Loan") & Borrower in the principal amount of Two Million Three Hundred Thirty Two Thousand Five Hundred and 00/100 Dollars (\$2,332,500.00) as evidenced by that certain Promissory Note dated September 27, 2007 in the principal amount of \$2,332,500.00 ("Note") made payable by Borrower to the order of Bank. The Note currently has an outstanding principal balance of Two Million Two Hundred Sixty Five Thousand Five Hundred Thirty Three and 04/100 Dollars (\$2,265,533.04).
- B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated September 27, 2007, recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on October 1, 2007 as Document No. 0727433132 (as amended, restated or supplemented from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), (ii) that certain Assignment of Rents and Leases dated September 27, 2007, from Borrower to Bank and recorded in the Recorder's Office on October 1, 2007 as Document No. 0727433133 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated September 27, 2007, from Borrower and Guarantor to Bank (the "Environmental Certificate"); (iv) those certain Guaranty of Payment dated September 27, 2007 from each Guarantor to Bank (collectively the "Guaranty Agreements"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Environmental Certificate, the Guaranty Agreements and the other documents



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evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Agreement as the "Loan Documents").

- C. Borrower desires to amend the Note and the Loan Documents in order to (i) extend the Maturity Date of the Note and modify the Interest Rate under the Note, (ii) cross collateralize and cross default the Loan with a loan made to Chigal 1550, L.L.C., an Illinois limited liability company and (iii) provide for additional guaranties of the Loan.
- D. Capitalized terms used in this Agreement which are not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.

### **AGREEMENTS:**

NOW, TEEREFORE, in consideration of (i) the facts set forth above (which are incorporated into an exade a part of this Agreement), (ii) the agreements by Bank to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

### 1. Amendment of Loan Documents.

All references to the Maturity Date in the Loan Documents shall be amended to reflect the Maturity Date as extended to April 1, 2009

### 2. <u>Interest Rate Modification</u>.

Sections 3.1 and 3.2 of the Note are hereby deleted and the following Sections 3.1 and 3.2 are hereby inserted therein:

- "3.1 Interest Prior to Default. Interest shall accrue on the principal balance of this Note outstanding from the date hereof through the Maturity Date at a floating per annum rate of interest (the "Interest Rate") equal to the Prime Rate (as hereinafter defined) plus one and seventy five one-hundredths (1.75%) percent, provided however at no time shall the Interest Rate be less than five and fifty one-hundredths (5.50%) percent per annum. Changes in the Interest Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. As used herein, "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Oak Brook, Illinois, as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Borrower acknowledges and agrees that the Lender has made no representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness.
- 3.2 <u>Interest After Default</u>. 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

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balance during any such period at an annual rate ("Default Rate") equal to five percent (5%) plus the Interest Rate, provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note."

- 3. <u>Cross Collateralization and Cross Default.</u>
  - (A) The Note shall be modified to add the following Section 6.1, as follows:
- 6.1 **ADDITIONAL SECURITY.** This Note is also secured by that certain: (a) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 26, 2007, executed by Chigal 1550, L.L.C. to and for the benefit of the Lender (the "Mortgage"), creating a first mortgage lien on certain real property (the "Premises") legally described in Exhibit "A" attached to the Mortgage and commonly known as 1550 Bosworth Avenue, Chicago, Illinois; (b) Assignment of Rents and Leases dated June 26, 2007, executed by the Borrower to and for the benefit of the Lender (the "Assignment of Rents"); (c) Guaranties of Payment each dated June 26, 2007, executed by Daniel Boyd and Piaras Jordan (each, a "Guarantor") to and for the benefit of the Lender (the "Guaranties"); (d) Guaranties of Payment each dated September 27, 2008 executed by Christopher Crehan and Damian Crehan (each an "Additional Guarantor") to and for the benefit of the Lender (the "Additional Guaranties") and (e) an Environmental Indemnity Agreement dated even date herewith, jointly and severally executed by the Borrower and each Guarantor and Additional Guarantor to and for the benefit of the Lender (the "Indemnity Agreement", the Mortgage, the Assignment of Rents, the Guaranties, the Additional Guaranties, the Indemnity Agreement and any and all other document now or hereafter given to evidence or secure payment of this Note or delivered to induce the Lender to disburse the proceeds of the Loan, as such documents may hereafter be amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Related Loan Reference is hereby made to the Related Loan Documents (which are Documents"). incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained.
- (B) The Mortgage shall be modified to delete Sections 16 (a) thru (c) and the following Sections 16 (a) thru (c) are hereby inserted therein:
  - "(a) the Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Note, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents, or (iii) any installment of principal or interest payable pursuant to the terms of that certain promissory note dated June 26, 2007 in the original principal amount of Two Million Two Hundred Ten Thousand and 00/100 Dollars (\$2,210,000.00) made by Chigal 1550, L.L.C. in favor of Lender (the "Related Note") or (iv) any other amount payable to Lender under the Related Note or any of the other Related Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof;

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- the Mortgagor fails to perform or cause to be performed any other (b) obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by the Mortgagor under the Note, this Mortgage, any of the other Loan Documents, the Related Note or the Related Loan Documents; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage, any of the other Loan Documents or the Related Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the "Cure Period") of thirty (30) days after the Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for sixty (60) additional days, but in no event shall the Cur-Period be longer than ninety (90) days in the aggregate;
- (c) the existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Mortgage, any of the other Loan Documents or the Related Loan Documents or of any statement or certification as to facts delivered to the Lender by the Mortgagor or any of the Guarantors which is not corrected to the satisfaction of the Lender in its sole discretion within forty five (45) days;"

### 4. <u>Reaffirmation of Guaranty</u>.

Each 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 this date, true and correct and Guarantor does not know of any default thereunder. Each Guaranty, as amended, continues to be the valid and binding obligation of Guarantor, enforceable in accordance with their terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Bank there under, except as provided in the Guaranty.

### 5. Additional Guaranties.

The Note, the Related Note, the Loan Documents and the Related Loan Documents shall be secured by those certain Limited Guaranties (the "Additional Guaranty") dated even date herewith made by Christopher Crehan and Damian Crehan (collectively the "Additional Guarantor") in favor of the Bank.

### 6. Additional Covenants.

The Guarantors and the Additional Guarantors shall be required to maintain a combined minimum liquidity of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) and a combined minimum net worth of Ten Million and 00/100 Dollars (\$10,000,000.00). Each of the

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foregoing covenants shall be calculated in accordance with generally accepted accounting principles.

### 7. Reaffirmation of Environmental Indemnity Agreement.

Borrower, each Guarantor and each Additional Guarantor have executed and delivered to Lender simultaneously herewith, an Environmental Indemnity Agreement dated even date herewith. The representations and warranties of Borrower, Guarantor and Additional Guarantor in the Environmental Indemnity Agreement are true and correct as of the date of this Agreement. The Environmental Indemnity Agreement continues to be the valid and binding obligation of Borrower and Guarantor, enforceable in accordance with its terms and neither Borrower, Guarantor nor Additional Guarantor has any claims or defenses to the enforcement of the rights and remedies of Bank thereunder, except as provided in the Environmental Indemnity Agreement.

### 8. Representations and Vacanties of Borrower.

Borrower represents, covenants and warrants to Bank as follows:

- (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date of this Agreement.
- (b) There is currently no Event of Default (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 Documents.
- (c) The Loan Documents are in full force and friect and, following the execution and delivery of this Agreement, they continue to be the logal, valid and binding obligations of Borrower enforceable in accordance with their respect ve 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 Bank in connection with the Loan from the date of the most recent financial statement received by Bank.
- (e) As of this date, Borrower has no claims, counterclaims, defenses, or setoffs with respect to the Loan or the Loan Documents as modified in this Agreement.
- (f) Borrower validly exists 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 in this Agreement. The execution and delivery of this Agreement and the performance of the Loan Documents as

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modified in this Agreement 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.

### 9. <u>Title Policy.</u>

If required by Bank as a condition precedent to the agreements contained in this Agreement, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to title insurance policy No. 008359890 (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, 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 Bank.

### 10. Expenses

As a condition precedent to the agreements contained in this Agreement, Borrower shall pay a loan extension fee in the amount of Five Thousand Eight Hundred Thirty One and 00/100 Dollars (\$5,831.00) plus all our of-pocket costs and expenses incurred by Bank in connection with this Agreement, including, but not limited to, title charges, recording fees, legal fees and appraisal fees, if any.

### 11. Miscellaneous.

- (a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.
- (b) This Agreement may not be construed more strictly against Bank than against Borrower, Guarantor or Additional Guarantor merely by virtue of the fact that the same has been prepared by counsel for Bank, it being recognized that Borrower, Guarantor, Additional Guarantor and Bank have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor, Additional Guarantor and Bank 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 to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories 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 Bank, nothing contained in this Agreement may be considered to constitute Bank a venturer or partner of or in any way associated with Borrower, Guarantor or Additional Guarantor nor will privity of contract be presumed to have been established with any third party.

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- (d) Borrower, Guarantor, Additional Guarantor and Bank 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 Bank; and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- Environmental Certificate, the Guaranty, the Additional Guaranty, the Loan Documents and the Related Loan Documents contained in any of the Loan Documents or Related Loan Documents should be considered to refer to the Note, the Mortgage, the Environmental Certificate, the Guaranty, the Additional Guaranty, the Loan Documents and the Related Loan Documents, as amended. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the mascuine feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BANK:

The Leaders Bank

By:

Jason Welch, Senior Vice President

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BOR	RO	WER:

CHIGAL Union L.P., an Illinois limited partnership

By: Chigal 451, L.L.C., an Illinois limited liability company, its General Partner

DOOP COOP ( By: Stillpoint Development Group, L.L.C., an Illinois limited liability company, its Manager

By: Daniel Boyd, its Manager

By: Piaras Jordan, its Manager

### **GUARANTORS**:

Piaras Jordan

Daniel Boyd

**ADDITIONAL GUALANTORS:** 

Christopher Crehan

Damian Crehan

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BORROWER:
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CHIGAL Union L.P., an Illinois limited partnership

By: Chigal 451, L.L.C., an Illinois limited liability company, its General Partner

By: Stillpoint Development Group, L.L.C., an Illinois limited liability company, its Manager

By: Daniel Boyd, its Manager

Piaras Jordan, its Manager

**GUARANTORS**:

Piaras Jordan

Daniel Boyd

ADDITIONAL GUARANTORS:

Christopher Crehan

Damian Crehan

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<u> 1</u>	BORROWER:
ŗ (	CHIGAL Union L.P., an Illinois limited partnership
	By: Chigal 451, L.L.C., an Illinois limited liability company, its General Partner
	By: Stillpoint Development Group, L.L.C., an Illinois limited liability company, its Manager
	By:
Cont	By: Piaras Jordan, its Manager
	<u>VARANTORS</u> :
	Piaras Jordan
	Daniel Boyd
<u>A.</u>	DDITIONAL GUARANTORS:
	Christopher Crehan

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STATE OF ILLINOIS )
) .ss COUNTY OF DUPAGE )
I TRENE M SRISCOLL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Welch, Senior Vice President of The Leaders Bank, 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 and as the free and voluntary act of the Bank for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 27th day of September, 2008.
Frence Motary Public
My Commission Expires 5/2 4/10 "OFFICIAL SEAL"
STATE OF ILLINOIS  )  IRENE M. DRISCOLL  Notary Public, State of Illinois  Notary Public, State of Illinois  Notary Public State of Illinois  Notary Public State of Illinois
COUNTY OF Lage)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Boyd and Piaras Jordan, the Managers of Stillpoint Development Group, L.L.C., an Illinois limited liability company, the Manager of Chigal 451, L.L.C., an Illinois limited liability company, the General Partner of Chigal Union L.P.,, an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, 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 limited liability company, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 27 <sup>th</sup> day of September, 2008.
Notary Public My Commission Expires:

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS ) ).ss COUNTY OF DUPAGE )		
I		
GIVEN under my hand and Notarial Seal this 27 <sup>th</sup> day of September, 2008.		
Notary Public		
My Commission Expires:		
STATE OF ILLINOIS ) .ss COUNTY OF OOL )		
The undersigned, a Notary Public in and for the said County, in the State aforesaid, <b>DO HEREBY CERTIFY</b> that Daniel Boyd and Piaras Jordan, are Managers of Stillpoint Development Group, L.L.C., an Illinois limited liability company, the Manager of Chigal 451, L.L.C., an Illinois limited liability company, the General Partner of Chigal Union L.P.,, an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, 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 limited liability company, for the uses and purposes therein set forth.		
а		

OFFICIAL SEAL
PATRICIA K SCHELLHASE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/25/10

Notary Public

My Commission Expires:

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STATE OF ILLINOIS )
COUNTY OF (look) ss
I, State Schelless, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Piaras Jordan and Daniel Boyd who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared be one me this day in person and acknowledged that they signed and delivered the 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 27th day of September, 2008.
OFFICIAL SEAL PATRICIA K SCHELLHASE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMUNICIONS STATE OF ILLINOIS
Notary Public
).ss
I,
Notary Public

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STATE OF ILLINOIS
).SS
COUNTY OF)
I,, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Piaras Jordan and Daniel Boyd who 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 the said
instrument as their own free and voluntary act for the uses and purposes therein set forth.
instrument as the own need and voluntary act for the uses and purposes increm set form.
GIVEN under my hand and Notarial Seal this 27th day of September, 2008.
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Notary Public
4
Notary Public
$C11 \cdot 0.00$
State of Illinou ).ss
).SS
(ountyot Cook)
Colouty o Notary Public in and for said County in the State
I, Valencia Clellhace a Notary Public in and For said County, in the State
aforesaid, DO HEREBY CERTIFY that Christopher Crehan and Damian Crehan who 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 the said instrument as their own free and voluntary act for the uses and purposes therein
set forth.
Set forth.
GIVEN under my hand and Notarial Seal this 27 <sup>th</sup> day of September, 2008.
OFFICIAL SEAL
PATRICIA K SCHELLHASE
NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES ON THE PUBLIC  NOTARY Public  NOTARY Public
MY COMMISSION EXPIRES 09/25/10

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### **EXHIBIT A**

### THE PROPERTY

#### PARCEL 1:

THE NORTH 1/2 OF LOT 14 IN BLOCK 71 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, PACOOK COUNTY, ILLINOIS.

### **PARCEL 2:**

THE SOUTH 1/2 OF LOT 14 IN BLOCK 71 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO IN SECTION 9. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

A PARCEL OF LAND BEING A PART OF LOTS 10, 11 AND 12 IN BLOCK 71 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO, SAID ADDITION BEING IN THAT PART OF THE WEST HALF OF THE NORTH-WEST QUARTER OF SECTION 5. TOWNSHIP 39 NORTH, RANGE 14, EAST, OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIVER, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNIN 3 AT A POINT IN THE EAST LINE OF NORTH UNION STREET, SAID POINT BEING NORTH-WESTERLY CORNER OF SAID LOT 10, THENCE SOUTH ALONG SAID EAST LINE OF NORTH-UNION STREET, 120.33 FEET TO THE SOUTH-WESTERLY CORNER OF SAID LOT 12; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 111.4 FEET TO A POINT DISTANT 3 FEET, MEASURED AT RIGHT ANGLES, FROM THE FACE OF SAID FIRST PARTY'S CONCRETE RETAINING WALL; THENCE NORTH-WESTERLY PARALLEL WITH FACE OF SAID RETAINING WALL; TO A POINT IN THE NORTH LINE OF THE AFORESAID LOT 10, DISTANCE 4.2 FEET TO THE PLACE OF BEGINNING,

ALSO,

ALL OF LOT 13 IN BLOCK 71 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST HALF OF THE NORTH-WEST QUARTER OF SECTION 7. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

#### PROPERTY ADDRESS OF REAL ESTATE:

449-457 North Union Avenue Chicago, Illinois 60610

### **PERMANENT TAX IDENTIFICATION NUMBER:**

17-09-106-025

17-09-106-022

17-09-106-005

17-09-106-004