999344029

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Doc#: 0909344029 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 04/03/2009 11:35 AM Pg: 1 of 15

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

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FLEVENTH MODIFICATION OF LOAN DOCUMENTS

THIS ELEVENTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 20th day of January, 2009, by and among PREFERRED CALUMET LLC, an Illinois limited liability company ("Borrower"), THOMAS MORABITO ("Morabito"), EVAN OLIFF ("Oliff", together with Morabito, individually and collectively, "Guarantor"), and BANK OF AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National Association ("Lender").

RECITALS:

- A. Lender has heretofore made a loa1 ("Loan") to Borrower in the principal amount of Five Hundred Fifty-Five Thousand Dollars (\$535,000) 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 oxed 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 ("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).
- 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) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.

- 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. 0704433001 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, date: as of May 9, 2007, and recorded with the Recorder's Office as Document No. 071352618 on May 19, 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, 200%, and recorded with the Recorder's Office as Doc. No. 0722133094 on August 9, 2007, which, among other things, increased the Loan Amount to FOUR MILLION SEVEN HUNDRED FOUR TEEN 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. Lender, Borrower and Guarantor entered into a Fifth Modification of Loan Documents, dated as of August 2, 2007, and recorded with the Recorder's Office as Doc. No. 0721942002 on August 7, 2007, which, among other things, increased the Loan Amount to FOUR MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$4,828,200) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.
- H. Lender, Borrower and Guarantor entered into a Sixth Modification of Loan Documents, dated as of October 20, 2007, and recorded with the Recorder's Office as Doc. No. 0803834115 on February 7, 2008 which, among other things, reduced the Loan Amount to THREE MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$3,828,200) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land.
- I. Lender, Borrower and Guarantor entered into a Seventh Modification of Loan Documents, dated as of February 11, 2008, and recorded with the Recorder's Office, which, among other things, increased the Loan Amount to FOUR MILLION ONE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED EIGHT-FOUR DOLLARS (\$4,133,384) and spread the lien of the Mortgage and other Loan Documents over new portions of the Original Land. In connection with the Seventh Modification of Loan Documents, the Lender released the

lien of the Mortgage and other Loan Documents as to a portion of the Original Land commonly known as the "Hernandez Parcel".

- J. Lender, Borrower and Guarantor entered into an Eighth Modification of Loan Documents, dated as of April 30, 2008, and recorded with the Recorder's Office as Doc. No. 0817233011 on June 20, 2008, which, among other things, reduced the Loan Amount to THREE MILLION NINE HUNDRED FORTY-SIX THOUSAND ONE HUNDRED TWENTY-FOUR AND 96/100 DOLLARS (\$3,946,124.96).
- K. Lender, Borrower and Guarantor entered into a Ninth Modification of Loan Documents, dated as of July 30, 2008, and recorded with the Recorder's Office as Doc. No. 0832933002 on November 24, 2008 which, among other things, extended the maturity date of the Loan to October 20, 2008.
- L. Lender Borrower and Guarantor entered into a Tenth Modification of Loan Documents, dated as of October 20, 2008, and recorded with the Recorder's Office as Doc. No. O102432096 on January 20, 2009, which, among other things, extended the maturity date of the Loan to January 20, 2009.
 - M. Borrower, Lender and Guarantor desire to extend the maturity date of the Loan 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 Agreement.

AGREEMFNTS:

- NOW, THEREFORE, in consideration of (i) the lacts 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
- 1. Extension of Maturity Date. The Maturity Date is hereby extended to July 20, 2009. All references in this Agreement, the Note and the other Loan Documents to the Maturity Date or the Initial Maturity Date shall be deemed references to July 20, 2009.
 - 2. <u>Amendment to Note</u>. The Note is amended as follows:
 - a. Paragraph 2.1 is deleted in its entirety and the following substituted in its place:
 - "2.1 Interest Prior to Default.
 - (a) Interest shall accrue on the principal balance of this Note outstanding from the date hereof through July 20, 2009 (the "Initial Maturity Date" or the "Maturity Date") at the Floating Rate. The "Floating Rate" shall mean a fluctuating rate per annum equal to the BBA LIBOR Daily Floating Rate plus Three hundredths basis points (3.00%) per annum. Interest shall

be computed for the actual number of days which have elapsed on the basis of a 360-day year.

- (b) Any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois is referred to herein as a "Business Day". The "BBA LIBOR Daily Floating Rate" shall mean a fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Lender from time to time as determined for each Business Day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposit, (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in Lender's sole discretion for reserve requirements deposit insurance assessment rates and other regulatory costs. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.
- (c) The "Prime Rate' shall mean, on any day, the rate of interest per annum then most recently established by Lender as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and Lender may make various business of other loans at rates of interest having no relationship to such rate.
- If the BBA LIBOR Daily Floating Rate is not available for any reason, (d) then the rate will be determined by such alternate method as reasonably selected by Lender. If Lender determines that no adequate basis exists for determining the BBA LIBOR Daily Floating Rate or that the BBA LIBOR Daily Floating Rate will not adequately and fairly reflect the cost to Lender of funding the Loan, or that any applicable Law or regulation or compliance therewith by Lender prohibits or restricts or makes impossible the charging of interest based on the BBA LIBOR Daily Floating Rate and Lender so notifies Borrower, then until Lender notifies Borrower that the circumstances giving rise to such suspension no longer exist, interest shall accrue and be payable on the unpaid principal balance of this Note from the date Lender so notifies Borrower until the maturity date of this Note (whether by acceleration, declaration, extension or otherwise) at a fluctuating rate of interest per annum equal to the Prime Rate of Lender plus Three and Seventy-five hundredths basis points (3.75%) per annum. If Lender (including any subsequent holder of this Note) ceases to exist or to establish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is then determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are

therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported."

- b. Paragraph 2.4 is deleted in its entirety and the following inserted in its place:
- "2.4 Extension Option. Borrower may at its option ("Extension Option") extend the Maturity Date to January 20, 2010 (the "Extended Maturity Date"), upon satisfaction of the following conditions precedent (the "Extension Requirements"):
 - (i) Borrower shall, by written notice to Lender ("Extension Notice") given no earlier than sixty (60) days and no later than thirty (35) days prior to the Initial Maturity Date, notify Lender in writing of its irrevocable election to exercise the Extension Option;
 - (ii) Borrower shall pay Lender at the time of delivery of the Extension Notice an extension fee ("Extension Fee") in an amount equal to .25% of the then-outstanding principal balance of the Loan;
 - (iii) Prior to the Initial Maturity Date, Borrower shall deposit an amount sufficient to found six (6) months of interest payments on the Loan into the Interest Reserve Pledge Account. Such amount shall be calculated based on the then carrent outstanding principal balance of the Loan at an interest rate based on the Floating Rate;
 - (iv) Borrower shall have delivered to the Lender at the time of delivery of the Extension Notice a fully executed, binding contract to sell space in the Project to Wal-Mart, in form and substance acceptable to Lender in its sole discretion and containing a minimum purchase price of no less than \$12,000,000; and
 - (v) As of the date of Lender's receipt of the Borrower's Extension Notice and as of the Initial Maturity Date, no Lyont of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, shall have occurred and be continuing.

Provided all of the foregoing conditions have been satisfied, (a) the Maturity Date shall be extended to the Extended Maturity Date, and all references in this Note and the other Loan Documents to the Maturity Date shall be deemed references to the Extended Maturity Date, and (b) the "Floating Rate" shall be modified to mean a fluctuating rate per annum equal to the BBA LIBOR Daily Floating Rate plus Three and seventy-five hundredths basis points (3.75%) per annum. The extension of the Maturity Date shall not impair Lender's ability to accelerate the maturity of the Loan in accordance with this Note or any one or more of the other Loan Documents."

- c. Paragraph 3.1 is deleted in its entirety and the following substituted in its place:
 - "3.1 Principal and Interest. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:
 - (a) Commencing on August 1, 2006, and continuing on the first Business Day of each month thereafter through and including the month in which the Maturity Date occurs, all accrued and unpaid interest on the principal balance of this Note outstanding from time to time shall be due and payable.
 - (b) Commencing on November 1, 2008 and continuing on the first Business Day of each month thereafter through and including the month in which the Initial Maturity Date occurs, principal payments in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall be due and payable.
 - (c) The unraid principal balance of this Note, if not sooner paid or declared to be in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any other Loan Document (as hereinafter defined), shall be in any payable in full on the Maturity Date."
 - 3. Amendment to Mortgage. The Mortgage is amended as follows:
- a. In Recital (A), the phrase "due on January 20, 2009, subject to extension to July 20, 2009, as provided in the Note" is deleted, and the phrase "due on July 20, 2009, subject to extension to January 20, 2010, as provided in the Note" is inserted in its place.
- 4. <u>Amendments to Interest Reserve Pledge Agreement</u>. The Interest Reserve Pledge Agreement is amended as follows:
 - a. By deleting Recital I in its entirety.
- b. By deleting the definition of "Pledged Funds" in Section 1 and replacing it with the following:
 - "Pledged Funds" shall mean an amount estimated by Lender to be equal to three (3) months of interest payments due on the principal balance of the Loan outstanding from time to time.
- c. By deleting Section 7 of the Interest Reserve Pledge Agreement in its entirety and replacing with the following:

"Simultaneously with execution of this Pledge Agreement, Pledgor shall deposit the Pledged Funds into the Account. Provided no Event of Default has occurred and is continuing, Lender shall disburse the Pledged Funds for monthly payments of interest on the Loan when such payments are due under the Loan Documents. Following any such disbursement, Pledgor shall within ten (10) business days deposit additional funds into the Account in order to maintain the total amount of the Pledged Funds set forth herein."

- 5. <u>Deposit of Additional Interest Reserve Pledged Funds</u>. Borrower shall deposit into the Interest Reserve Pledge Account an amount equal to three (3) months of monthly payments of interest on the principal balance of the Loan, which amount shall be disbursed by Lender pursuant to the terms of the Interest Reserve Pledge Agreement, as amended hereby.
- 6. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
- (a) The representations and warranties in the Certificate, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is cu rendy no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Lo in 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 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 received by Lender.
- (e) As of the date hereof, Borrower has no claims, counte claims, 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.
- 7. <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 1401-008352795 (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 Original Land, as modified herein, 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.

- 8. 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.
- 9. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, a loan fee of \$9,828, title charges, recording fees, appraisal fees and a to reys' fees and expenses.

10. Miscellancous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- against Borrower or Guarantor merely by virtue of the fact 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 Lerder, 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 estatus ned 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 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.

| (f) 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 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. | | |
|---|--|--|
| (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement. | | |
| Agreement. (h) Time is of the essence of each of Borrower's obligations under this | | |
| WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written. | | |
| BORROWER: LENDER: | | |

| and this doove written. | |
|--|---|
| BORROWER: | LENDER: |
| PREFERRED CALUMET LLC an Illinois limited liability company | BANK OF AMERICA, N.A., a national banking association |
| By: One of its Managers | Programme: Evan J. Siturski Title: Via Prosident |
| GUARANTORS | |
| Thomas Morabito, individually Evan Oliff, individually | C/C/T/S OFFICE |
| STATE OF ILLINOIS)) ss. COUNTY OF COOK) | |
| I Christine L Karnick, a Nota aforesaid, DO HEREBY CERTIFY that Evan Bank of America, N.A., is personally known to subscribed to the foregoing instrument, appeared by | IIIP IO De the como novoca subsection ' |

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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 17 day of March, 2009.

OFFICIAL SEAL
CHRISTINE L. KARNICK
Notary Public - State of Illinois
My Commission Expires Aug 27, 2012

My Commission Expires Aug 27, 2012

Sion E..

COUNTY CLARK'S OFFICE My Commission Expires: <u>Aug UST 27</u>, 2012

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| STATE OF ILLINOIS |) |
|--|---|
| COUNTY OF Wol |) ss.) |
| subscribed to the foregoing in that he signed and delivered purposes therein set forth. | , a Notary Public in and for said County, in the State RTIFY that |
| TO COLOR | |
| My Commission Expires: | Notary Public "OFFICIAL SEAL" Deborah M. Woodrum Notary Public, State of Himois Notary Public, State of Himois My Commission Expires 10/33/11 a |
| COUNTY OF | My Commission Lapitos |
| aforesaid, DO HEREBY CER to me to be the same persons before me this day in person a | , a Notary Public in and for said County, in the State RTIFY that Thomas Morabito and Evan Oliff are personally known whose names are subscribed to the foregoing instrument, appeared and acknowledged that they signed and delivered said instrument as act for the uses and purposes therein set for the |
| GIVEN under my han | d and Notarial Seal this day of, 2009. |
| My Commission Expires: | Notary Public, State of Illinois My Commission Expires 10/30/11 |

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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 TO 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 THEKEOF) 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; 25-30-208-045

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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 AFORES A'D, LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUGH LINE OF LOG5 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 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MFRIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED JUNE 27, 1893 AS DOCUMENT NO. 1892784.

Addresses: 11901 S. Page Street, Calumet Park, Ulinois

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

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 1HILD 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 ¼ 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, ILLINOIS.

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 50, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Addresses:

11927 South Wood Street; 12029 South Page Street; 11911 South Page Street; SWC of 119th and Wood; and a Portico of the West Side of Paulina between 119th and 120th 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; 25-30-201-008-0000 25-30-201-013-0000; 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; 25-30-201-015-0060; 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; 25-30-203-029-0000; 25-30-203-026-0000; 25-30-203-027-0000; 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

PARCEL 14:

LOT 12 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 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 15:

LOTS 20 (EXCEPT THE NORTH 8 FEET THEREOF), 21 AND 22 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 17:

LOTS 1 TO 5, INCLUSIVE, IN RESUBDIVISION OF LOTS 23 TO 27 IN BLOCK 3 OF 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 18:

LOTS 28 AND 29 IN ELOCK 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.

1750 West 120th Street, 1958 South Paulina and 11929 South Wood Street, Addresses: Calumet Park, Illinois

PINs: 25-30-203-037-0000; 25-30-203-043-0000; 25-30-203-044-0000; 25-30-203-011-0000; 25-30-203-012-0000; 25-30-203-013-0000; 25-30-203-014-0000; 25-30-203-015-0000;

Conts Office

25-30-203-045-0000