

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

MELTZER PURTILL & STELLE LLC
300 S. Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attn: Randall S. Kulat, Esq.



Doc#: 0910335040 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2009 10:32 AM Pg: 1 of 17

P.N.M.

This space reserved for Recorder's use only

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is, as of this 12th day of March, 2009, made by and among **JARVIS DEVELOPMENT, LLC**, an Illinois limited liability company ("Borrower"), and **BILL MORAN, AVRAM BOGOJEL, MARK BEAN and JUDITH ANNE GLEASON, TRUSTEE OF JUDITH ANNE GLEASON TRUST** (collectively, the "Guarantor") and **COLE TAYLOR BANK**, an Illinois banking corporation ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the original principal amount of Four Million Nine Hundred Ninety-Four Thousand and 00/100 Dollars (\$4,994,000.00) pursuant to the terms and conditions of a Conversion Loan Agreement dated as of September 12, 2006 among Borrower, Guarantor and Lender (the "Loan Agreement"; all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Mortgage Note dated September 12, 2006, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Note").

B. The Note was secured by, among other things (i) that certain Mortgage and Security Agreement dated as of September 12, 2006 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on September 19, 2006, as Document No. 0626239035 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A thereto (the "Property"), (ii) that certain Assignment of Rents and Leases dated as of September 12, 2006, from Borrower to Lender and recorded in the Recorder's Office on September 19, 2006, as Document No. 0626239036 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated September 12, 2006 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); (iv) that certain Guaranty dated September 12, 2006 from Guarantor to Lender ("Guaranty"), and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the

C. J.
17

UNOFFICIAL COPY

Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. Pursuant to that certain Modification of Loan Documents dated as of March 12, 2008 (the "First Modification") and recorded with the Recorder's Office on June 26, 2008 as Document No. 0817831046, the Loan Documents were amended in order to extend the Maturity Date from March 12, 2008 to March 12, 2009. Pursuant to the First Modification, Borrower delivered to Lender that certain Amended and Restated Note dated March 12, 2008 (the "Amended Note") in the principal amount of Three Million One Hundred Twenty-One Thousand One Hundred Three and 00/100 Dollars (\$3,121,103.00).

D. Borrower now desires to amend the Loan Documents in order to, among other things, extend the Maturity Date by three (3) months, from March 12, 2009 to June 12, 2009.

E. Lender has agreed to the requested amendments as set forth herein, and to amend the Loan Documents upon the terms, and subject to the conditions, contained in this Agreement, and Borrower has agreed to execute and deliver this Agreement and such other documents and instruments as shall be reasonably required by Lender.

AGREEMENTS:

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

1. **Maturity Date.** The Maturity Date of the Note is extended to June 12, 2009. Any reference in the Note, the Loan Agreement or any other Loan Document to the Maturity Date shall be deemed to mean and refer to June 12, 2009.

2. **Amendment to Loan Agreement.** The following definition in Section 1.13 of the Loan Agreement is amended to read in its entirety as follows:

"1.13 Maturity Date. June 12, 2009."

3. **Loan Rate.**

(a) The Loan Rate is hereby revised from the floating rate equal to the Prime Rate, to the rate equal to the greater of (i) the Prime Rate, or (ii) six percent (6%) per annum.

(b) Section 2.3 of the Loan Agreement is hereby amended to read in its entirety as follows:

"2.3 Interest. The principal amount of the Loan outstanding from time to time shall bear interest commencing from the Loan Opening Date and continuing thereafter through and including the Maturity Date at the rate per annum (the "Loan Rate") equal to

UNOFFICIAL COPY

the greater of (i) the "Prime Rate" (as hereinafter defined) or (ii) six percent (6%) per annum. The "Prime Rate" as used herein shall mean the rate of interest as announced by Lender from time to time as its "Prime Rate". The Loan Rate shall: (i) be computed on the basis of a year consisting of three hundred sixty (360) days; (ii) change concurrently with each change in the Prime Rate, without obligation on the part of Lender to notify Borrower or Guarantors of such changes (subject to the floor rate set forth above), and (iii) be charged for the actual number of days within each monthly period for which any amounts of the Loan remain outstanding."

4. Decrease of Loan Amount.

(a) The principal amount of the Loan shall hereby be lowered from Three Million One Hundred Twenty-One Thousand One Hundred Three and 00/100 Dollars (\$3,121,103.00) to One Million Six Hundred Seventy Thousand One Hundred Fifty-Three and 00/100 Dollars (\$1,670,153.00). The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the Loan Amount or the amount of \$3,121,103.00 (either in numbers or words, as the case may be) as the Loan Amount is hereby amended to be \$1,670,153.00 (either in numbers or words, as the case may be) as the Loan Amount, secured by each of the Loan Documents, such that each of said Loan Documents secure the full and prompt payment of the Second Amended Note (as hereinafter defined), and the full and prompt performance of all the terms, covenants and conditions of this Agreement.

(b) As a result of the decrease in the Loan Amount, (i) the current balance of the Loan is \$1,461,446.42, and (ii) the amount of Loan proceeds available under the Loan shall be \$238,706.74, and Lender shall advance to Borrower no more than such amount from proceeds of the Loan in accordance with the terms of the Loan Agreement.

(c) Section 2.2 of the Loan Agreement is hereby amended to read in its entirety as follows:

"2.2 The Loan. Subject to the terms and conditions contained herein, Lender shall lend to Borrower and Borrower shall borrow from Lender (the "Loan") an amount equal to One Million Six Hundred Seventy Thousand One Hundred Fifty-Three and 00/100 Dollars (\$1,670,153.00) (the "Loan Amount"), which shall be evidenced by the Note, as amended from time to time, provided that in no event shall the Loan Amount exceed eighty percent (80%) of the retail value of the Project."

5. Second Amended and Restated Note. Borrower and Lender agree that the Amended Note shall be amended and restated in its entirety as provided in the "Second Amended and Restated Note" in the amount of One Million Six Hundred Seventy Thousand One Hundred Fifty-Three and 00/100 Dollars (\$1,670,153.00), in form and substance acceptable to Lender and dated of even date herewith. Upon execution and delivery by Borrower of the Second Amended and Restated Note and satisfaction of all other conditions contained herein, Lender shall cancel the Amended Note and return the executed original of the Amended Note to the Borrower. Such cancellation shall not be deemed and/or construed as a novation of the

UNOFFICIAL COPY

obligations of the Borrower evidenced thereby, all of which shall remain in full force and effect as provided in the Amended Note. From and after the date hereof and execution and delivery of the Second Amended and Restated Note by the Borrower, all references in the Loan Agreement and the Loan Documents to the Note shall be deemed references to the Second Amended and Restated Note, and all references in the Loan Agreement and in the Loan Documents to the Loan shall be deemed references to the Loan evidenced by the Second Amended and Restated Note.

6. **Amendments to Loan Agreement.** The “Schedule of Minimum Sales Prices” attached to the Loan Agreement as Exhibit C shall be amended to read as the Schedule of Minimum Sales Prices attached to this Agreement as **Exhibit B**. Any reference in the Loan Agreement to the “Schedule of Minimum Sales Prices” shall be deemed to mean and refer to the Schedule of Minimum Sales Prices attached to this Agreement as **Exhibit B**. The gross sales price for any Unit shall be not less than the minimum sales price for the Unit set forth in the Schedule of Minimum Sales Prices, or such other amount as may be acceptable to Lender, in its sole and absolute discretion.

7. **Amendment of Legal Description.** The legal description of the Property described in Exhibit A of the Mortgage and the other Loan Documents shall be amended to read as the legal description of the Premises set forth in **Exhibit A** attached hereto and made a part hereof. Any reference in the Loan Agreement, the Mortgage or the other Loan Documents to the “Premises”, the “Property” or any similar term shall be deemed to mean and refer to the Property as described on **Exhibit A** attached hereto.

8. **Other Conforming Amendments.** The Loan Documents, including, without limitation, the Mortgage and the Assignment of Leases, are hereby amended to reflect the terms of this Agreement including, without limitation, the amendment and restatement of the Note through the issuance of the Second Amended and Restated Note, the substitution of the legal description attached hereto as **Exhibit A** for the legal description attached thereto, and the substitution of the Schedule of Minimum Sales Prices attached hereto as **Exhibit B** for the Schedule of Minimum Sales Prices attached thereto.

9. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(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 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.

UNOFFICIAL COPY

(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, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

10. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Professional National Title Network, Inc. to issue an endorsement to Lender's title insurance policy No. MPG32-1138961 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and the revised legal description, 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 Lender.

11. **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.

12. **Additional Requirements.** The obligations of Lender to amend the Loan shall be subject to Borrower and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by all parties;
- (b) The Second Amended and Restated Note executed by Borrower;
- (c) a good standing certificate with respect to Borrower;
- (d) resolutions of the members of Borrower; and
- (e) Such other documents as Lender may reasonably require.

13. **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

UNOFFICIAL COPY

this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses. In addition, as a condition precedent to Lender entering into this Agreement and agreeing to the extend the Maturity Date, Borrower shall pay to Lender an extension fee in the amount of \$4,175.00, which shall be due and payable in full by Borrower upon the execution of this Agreement.

14. **Bankruptcy Provisions.** Borrower and each Guarantor hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower or any Guarantor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower or any Guarantor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower or **such Guarantor** shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower or any Guarantor by a third party, Borrower or such Guarantor shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

15. **Waiver of Defenses.** As of the date of this Agreement, Borrower and each Guarantor acknowledge that they have no defense, offset, or counterclaim to any of Borrower or any Guarantor's obligations under the Loan Documents. Borrower and each Guarantor hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, any Guarantor and the Lender.

16. **Release of Claims.** Borrower and each Guarantor hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Borrower or any Guarantor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Notes are repaid in full.

17. **Covenant Not to Sue.** Borrower and each Guarantor covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in

UNOFFICIAL COPY

any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the matters released herein.

18. **No Course of Dealing.** Borrower and each Guarantor acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

19. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

20. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower or any Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, each Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, each 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.

21. **Entire Agreement.** Borrower, each 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, each 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.

22. **Construction of Agreement.** Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, 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

UNOFFICIAL COPY

singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, each Guarantor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

24. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. **Amendments, Changes and Modifications**. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

26. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

27. **Time of the Essence**. Time is of the essence of each of Borrower and each Guarantor's obligations under this Agreement.

30. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

31. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

32. **VENUE**. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER AND EACH GUARANTOR IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER AND EACH GUARANTOR EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTES AND/OR THE MORTGAGE.

33. **WAIVER OF JURY TRIAL**. BORROWER AND EACH GUARANTOR IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT,

UNOFFICIAL COPY

DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

(the balance of this page is intentionally left blank)

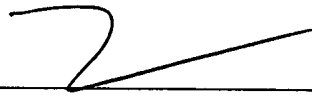
Property of Cook County Clerk's Office

UNOFFICIAL COPY


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

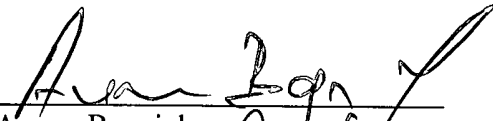
BORROWER:

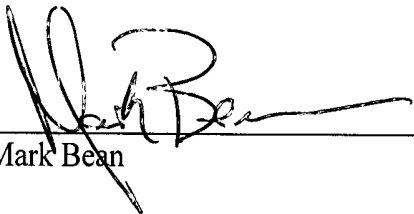
JARVIS DEVELOPMENT, LLC, an Illinois limited liability company

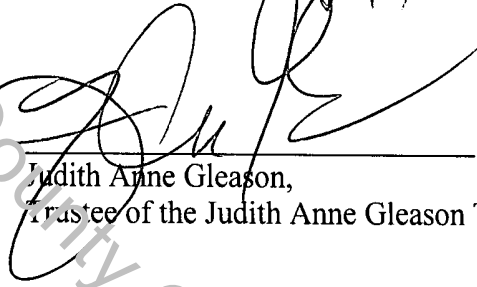
By: 
William C. Moran, its Manager

GUARANTOR:


William C. Moran

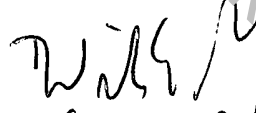

Avram Bogojel


Mark Bean


Judith Anne Gleason,
Trustee of the Judith Anne Gleason Trust

LENDER:

COLE TAYLOR BANK

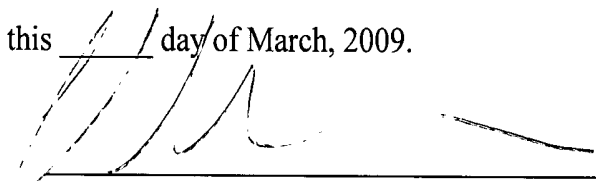
By: 
Its: Senior VP

UNOFFICIAL COPY

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 WILLIAM E. KRMSKY, SR. VICE PRES. of Cole Taylor 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of March, 2009.



Notary Public

My Commission Expires: July 2012

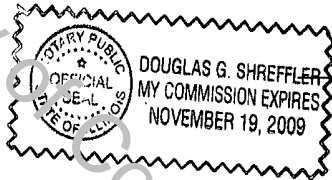


UNOFFICIAL COPY

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 William C. Moran, in his capacity as the Manager of JARVIS DEVELOPMENT, LLC, an Illinois limited liability company, 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 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 12 day of March, 2009.



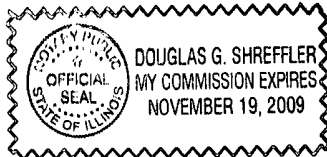
Notary Public

My Commission Expires: _____

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 William C. Moran, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of March, 2009.



Notary Public

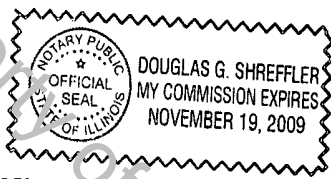
My Commission Expires: _____

UNOFFICIAL COPY

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 Avram Bogojel, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of March, 2009.



[Handwritten Signature]

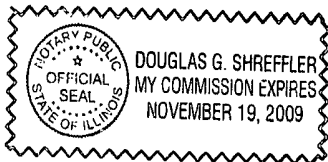
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
).ss
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Bean, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of March, 2009.



[Handwritten Signature]

Notary Public

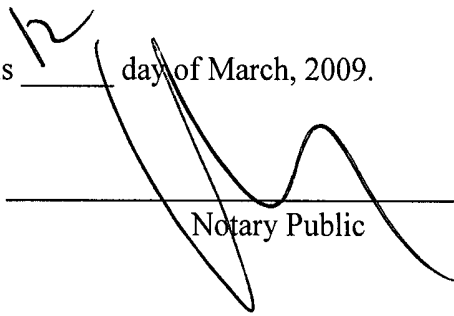
My Commission Expires: _____

UNOFFICIAL COPY

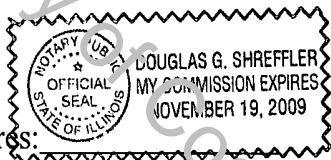
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judith Anne Gleason, as Trustee of the Judith Anne Gleason Trust, 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 she signed and delivered said instrument as her own free and voluntary act as Trustee of such trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of March, 2009.



Notary Public



My Commission Expires:

UNOFFICIAL COPY

EXHIBIT A

THE PROPERTY

THE EAST 10 FEET OF LOT 11, ALL OF LOTS 12 AND 13 AND THE WEST 5 FEET OF LOT 14 IN S. ROGERS TOUHY'S BRYAN AVENUE AND FOREST STREET SUBDIVISION OF THE NORTH 166.05 FEET OF THAT PART OF BLOCK 1, LYING SOUTH OF THE SOUTH LINE OF BRYAN AVENUE, EXTENDED AND WEST OF THE WEST LINE OF FOREST STREET AND EAST OF THE EAST LINE OF NORTH CLARK STREET, IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF THAT PART OF THE NORTHWEST $\frac{1}{4}$ LYING EAST OF RIDGE ROAD OF SECTION 31, ALSO THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 32, AND ALL OF SECTION 30, LYING SOUTH OF INDIAN BOUNDARY LINE IN TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-30-415-017
11-30-415-018

Address: 1711 West Jarvis, Chicago, Illinois


UNOFFICIAL COPY

EXHIBIT B

Minimum Sales Prices

See attached

Property of Cook County Clerk's Office



UNOFFICIAL COPY

<u>Unit #</u>	<u>Size</u>	<u>Location</u>	<u>Price</u>
1	2Br/2Ba	Front East	264,900
2	2Br/2Ba	Rear East	259,900
3	1Br/1½Ba	Rear	224,900
4	2Br/2Ba	Rear West	259,900
5	3Br/3Ba	Front West	349,900
101	2Br/2Ba	Front East	249,900
102	2Br/2Ba	Rear East	244,900
103	1Br/1Ba	Rear East	184,900
104	1Br/1Ba	Rear West	179,900
105	2Br/2Ba	Rear West	244,900
106	2Br/2Ba	Front West	249,900
107	2Br/2Ba	Front	254,900
201	2Br/2Ba	Front East	254,900
202	2Br/2Ba	Rear East	249,900
203	1Br/1Ba	Rear East	189,900
204	1Br/1Ba	Rear West	184,900
205	2Br/2Ba	Rear West	249,900
206	2Br/2Ba	Front West	254,900
207	2Br/2Ba	Front	259,900
301	2Br/2Ba	Front East	264,900
302	2Br/2Ba	Rear East	259,900
303	1Br/1Ba	Rear East	199,900
304	1Br/1Ba	Rear West	194,900
305	2Br/2Ba	Rear West	259,900
306	2Br/2Ba	Front West	264,900
307	2Br/2Ba	Front	269,900
Parking Spaces 1-18		20,000 each	<u>360,000</u>