



Doc#: 0918215028 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/01/2009 11:04 AM Pg: 1 of 19

THIS INSTRUMENT WAS PREPARED BY,
AND UPON RECORDING SHOULD BE
RETURNED TO:

Meltzer Purtil & Stelle, LLC
1515 East Woodfield Road
Second Floor
Woodfield, Illinois 60173
Attn. Michael J. Wolfe

THIRD AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS

THIS THIRD AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS (this "Amendment") is made as of April, 2009, among CHICAGO GREENWORKS, LLC, an Illinois limited liability company ("GreenWorks"), CHRISTY WEBBER & COMPANY ("Company"), FREDERICK ACQUISITION LLC, an Illinois limited liability company ("Frederick"), GRAND STREET LLC, an Illinois limited liability company ("Grand Street"), CHRISTY WEBBER, an individual of Chicago, Illinois ("Webber"), ROGER POST and MARINA POST, individuals of Chicago, Illinois ("Post") (Webber and Post and are collectively referred to as "Guarantors") and MIDWEST BANK AND TRUST COMPANY, an Illinois state bank ("Lender").

RECITALS:

A. GreenWorks, Company, Webber, Guarantors and Royal American Bank, an Illinois State Bank and the predecessor in interest to Lender entered into a Cross-Collateralization and Cross-Default Agreement, dated as of October 27, 2005 (the "GreenWorks Cross Agreement"), one of the purposes of which was to provide for cross-collateralization and cross-defaults among the Company Loans, the LC Loan and the GreenWorks Loans, as such loans have subsequently been amended.

B. GreenWorks, Company, Frederick, Webber, Guarantors and Lender, an Illinois entered into a Cross-Collateralization and Cross-Default Agreement, dated as of November 29, 2006 (the "Frederick Cross Agreement"), one of the purposes of which was to provide for cross-collateralization and cross-defaults among the Company Loans, the LC Loan, the GreenWorks Loans and the Frederick Loans.

3-0
3-7
M-A
P-14
B.W

UNOFFICIAL COPY

C. The GreenWorks Cross Agreement and the Frederick Cross Agreement are collectively referred to herein as the "Cross Agreements", and terms used herein which are not defined herein are defined in the Cross Agreements.

D. The Cross Agreements were modified by that certain Amendment to Cross Collateralization and Cross-Default Agreements dated as of June 27, 2007 (the "First Cross Amendment") and by that certain Second Amendment to Cross Collateralization and Cross-Default Agreements dated as of November 13, 2007 (the "Second Cross Amendment") and the term "Cross Agreements" shall mean those agreements as modified by the First Cross Amendment and the Second Cross Amendment.

E. Lender has made an additional loan ("Grand Street Loan") to Grand Street Acquisition LLC ("Grand Street"), an affiliate of the Company, in the amount of \$150,000.00 in to refinance its acquisition of the Grand Street Gardens garden shop, which Grand Street Loan is evidenced by a Promissory Note (as amended, renewed or modified from time to time, the "Grand Street Note") dated the date hereof from Grand Street to Lender and secured by all assets ("Grand Street Assets") of Grand Street pursuant to a Security Agreement and UCC Financing Statement (collectively and together with any amendments or modifications thereof from time to time, the "Grand Street Security Agreement") dated the date hereof.

F. Lender, the Company, Frederick and Grand Street have modified the terms of one of the Company Loans as evidenced by that certain Third Modification to Company Loan Documents dated as of the date hereof executed between Lender, the Company, Frederick and Grand Street to increase the amount of such Company Loan and to add Frederick and Grand Street as Borrowers under such Company Loan.

G. Webber has executed a new Guaranty and Frederick has executed a new Security Agreement covering the Frederick Assets, both of even date herewith and both for the purpose of supplementing prior guaranty, in the case of Webber, and a prior Commercial Security Agreement, in the case of Frederick, both of which are hereby deemed included within and covered by the cross-collateralization and cross-default provisions of this Amendment.

H. The parties wish to memorialize that the GreenWorks Loans, Company Loans, the Frederick Loans and the Grand Street Loan, as the same may have been or hereafter are amended, modified or renewed from time to time, continue to enjoy the benefits of and be the subject of the Cross Agreements, and to clarify that (i) any and all collateral for the Company Loans, the LC Loan, the GreenWorks Loans, the Frederick Loans, the Term Loan and the Grand Street Loan each as may be amended as described herein (collectively, the "Loans"), including the real estate described in Exhibit A and Exhibit B attached hereto, shall constitute collateral for each and every one of the Loans and (ii) a default under any of the Loans shall constitute a default under all of the Loans.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Lender to make the Term Loan and modify one of the Company Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

UNOFFICIAL COPY

1. *Cross-collateralization.* The Company Assets, the Phase I Land, the Phase II Land, the Frederick Assets, the Grand Street Assets and the other security delivered with respect to each of the Company Loans, the LC Loan, the GreenWorks Loans (including in particular the Phase II Loan as evidenced by the Restated Phase II Note), the Frederick Loans, the Term Loan and the Grand Street Loan shall secure, in addition to the Company Loans, the LC Loan, the respective GreenWorks Loans, the Frederick Loans and the Term Loan and the Grand Street Loan on a *pari passu* basis with each other, all obligations and liabilities of each of Company, GreenWorks, Frederick and Grand Street under the Company Loan, the LC Loan, each of the GreenWorks Loans, the Frederick Loans and the Grand Street Loan. Each of the Mortgages, the Company Security Agreement, the LC Security Agreement, the Frederick Security Agreement and the Grand Street Security Agreement is hereby deemed amended to effectuate the foregoing cross-collateralization. Notwithstanding the foregoing, the Post Guaranty shall not secure the Company Loans, the LC Loan, the Frederick Loans the Term Loan and the Grand Street Loan.

2. *Cross-default.* Each of the Mortgages, the GreenWorks Loan Agreement, the Company Security Agreement, the Frederick Security Agreement and the Grand Street Security Agreement is hereby amended to provide that the occurrence of an Event of Default or "default", as defined or described in and pursuant to any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Frederick Loan Documents, the Term Note, the Grand Street Security Agreement and the Grand Street Note (all as amended from time to time) shall each constitute an immediate default and Event of Default or "default" (without notice or the expiration of any cure period) under such documents and under any of Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Term Loan Documents, the Frederick Loan Documents, the Grand Street Security Agreement and the Grand Street Note and which shall entitle Lender to exercise any of the remedies available to it under terms of any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Frederick Loan Documents, the Term Loan Documents, the Grand Street Security Agreement and the Grand Street Note.

3. *Amendments/Confirmations.* This Amendment amends the Cross Agreements, which, as so amended, shall continue in full force and effect. Each of GreenWorks, the Company, Frederick, Grand Street and the Guarantors affirms, remakes and restates, to the extent executed by such party, the Cross Agreements (as amended hereby) and all of the terms, conditions and provisions thereof and each of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Term Loan, the Frederick Loan Documents, including, without limitation, the guarantees thereof, the Grand Street Security Agreement and the Grand Street Note.

4. *Controlling Law.* This Amendment shall be governed by the laws of the State of Illinois.

5. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR

UNOFFICIAL COPY

DEFEND ANY RIGHTS (a) UNDER THE CROSS AGREEMENTS, AS AMENDED HEREBY, OR UNDER ANY FURTHER AMENDMENTS, INSTRUMENTS, DOCUMENTS OR AGREEMENTS DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE CROSS AGREEMENTS OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE CROSS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GREENWORKS, COMPANY, FREDERICK AND EACH GUARANTOR SEVERALLY AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER ANY OF THE COMPANY LOAN DOCUMENTS, THE LC LOAN DOCUMENTS, THE PHASE I SENIOR LOAN DOCUMENTS, THE PHASE I JUNIOR LOAN DOCUMENTS, THE PHASE II LOAN DOCUMENTS, THE TERM LOAN DOCUMENTS AND THE FREDERICK LOAN DOCUMENTS, ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment to be executed as of the date set forth above.

CHICAGO GREENWORKS, LLC,
an Illinois limited liability company

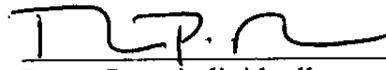
By: 
Christy Webber, its sole member

CHRISTY WEBBER & COMPANY,
an Illinois Corporation

By: 
Christy Webber, President

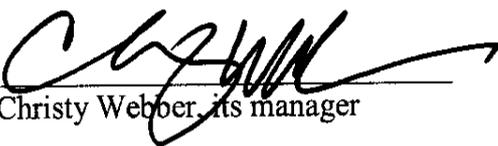
FREDERICK ACQUISITION LLC,
an Illinois limited liability company

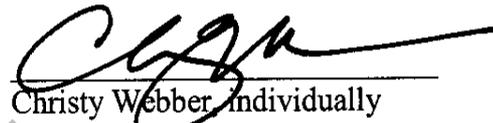
By: 
Its: president


Roger Post, individually

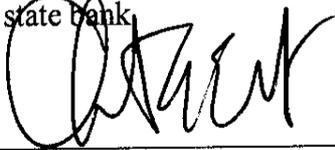

Marina Post, individually

GRAND STREET ACQUISITION LLC, an
Illinois limited liability company

By: 
Christy Webber, its manager


Christy Webber, individually

MIDWEST BANK AND TRUST COMPANY
an Illinois state bank

By: 
Name: Christopher A. Edmont
Title: SVP.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret M. Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the sole member of Chicago GreenWorks LLC,

UNOFFICIAL COPY

an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M Isaacson
Notary Public



Property of Cook County Clerk's Office

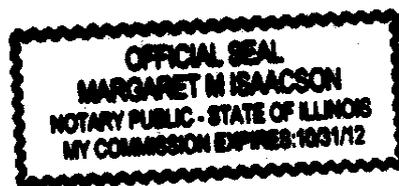
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret M. Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the President of Christy Webber & Company, an Illinois corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M. Isaacson
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret M. Isaacson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber who 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 the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M Isaacson
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret M. Isaacson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Post and Marina Post 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.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M Isaacson
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret M. Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTY WEBER, the PRESIDENT of Frederick Acquisition LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M. Isaacson
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, Margaret M. Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the manager of Grand Street LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 2007.

Margaret M. Isaacson
Notary Public



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE I LAND

Property of Cook County Clerk's Office

UNOFFICIAL COPYPHASE ILOT 1

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°21'01" WEST, 39.62 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 463.26 FEET; THENCE NORTH 88°38'59" EAST, 266.58 FEET; THENCE SOUTH 01°28'07" EAST, 506.42 FEET; THENCE SOUTH 48°16'36" EAST, 95.15 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00' AND AN ARCE LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST 235.31 FEET, TO THE POINT OF BEGINNING.

AND

LOT 6

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 502.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 18°22'34" EAST, 7.44 FEET; THENCE NORTH 10°49'15" EAST, 104.34 FEET; THENCE NORTH 01°21'01" WEST, 512.72 FEET; THENCE NORTH 88°38'59" EAST, 76.02 FEET; THENCE SOUTH 01°28'07" EAST, 463.80 FEET; THENCE SOUTH 33°53'03" WEST, 116.06 FEET; THENCE SOUTH 01°21'01" EAST, 63.12 FEET; THENCE SOUTH 88°38'59" WEST, 34.51 FEET TO THE POINT OF BEGINNING.

AND

LOT 9

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

UNOFFICIAL COPY

66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH $01^{\circ}21'02''$ WEST, 23.50 FEET; THENCE NORTH $88^{\circ}36'02''$ EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET; THENCE SOUTH $41^{\circ}43'24''$ EAST, 34.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH $48^{\circ}16'36''$ EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 33.82 FEET TO A POINT OF TANGENCY; THENCE NORTH $88^{\circ}38'58''$ EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 39.00 FEET AND AN ARC LENGTH OF 62.62 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 52.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH $51^{\circ}02'23''$ WEST, 66.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 51.00 FEET AND AN ARC LENGTH OF 33.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH $88^{\circ}36'02''$ WEST, 134.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 16.21 FEET AND AN ARCE LENGTH OF 36.84 FEET TO THE POINT OF BEGINNING.

PINS: 16-12-114-014
16-12-114-019

Address: 551 N. Sacramento Boulevard, Chicago, Illinois

UNOFFICIAL COPY

EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE II LAND

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PHASE II

LOT 2

A PARCEL OF LAND LOCATED IN THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ¼ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 63.12 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 01°28'07" WEST, 20.44 FEET; THENCE NORTH 01°21'01" WEST, 150.00 FEET; THENCE SOUTH 61°52'11" EAST, 306.24 FEET; THENCE SOUTH 01°28'07" EAST, 19.73 FEET; THENCE SOUTH 88°38'59" WEST, 266.52 FEET TO THE POINT OF BEGINNING.

AND

LOT 3

A PARCEL OF LAND LOCATED IN THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ¼ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 95.15 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°28'07" WEST, 526.15 FEET; THENCE SOUTH 61°52'11" EAST, 116.92 FEET; THENCE SOUTH 01°29'41" EAST, 412.34 FEET; THENCE SOUTH 88°38'58" WEST, 5.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, AN ARC DISTANCE OF 57.78 FEET, HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48°16'36" WEST, 56.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 4

A PARCEL OF LAND LOCATED IN THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ¼ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

UNOFFICIAL COPY

66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 5.40 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°29'41" WEST, 412.34 FEET; THENCE SOUTH 61°52'11" EAST, 226.99 FEET; THENCE SOUTH 17°47'14" WEST, 324.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°38'58" WEST, 61.14 FEET TO THE POINT OF BEGINNING.

AND

LOT 5

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 17°47'14" EAST, 324.58 FEET; THENCE SOUTH 61°52'11" EAST, 82.95 FEET; THENCE SOUTH 01°18'51" EAST, 368.27 FEET; THENCE SOUTH 51°21'20" WEST, 67.28 FEET; THENCE NORTH 70°05'12" WEST, 97.24 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 117.21 FEET TO THE POINT OF BEGINNING.

AND

LOT 7

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND

UNOFFICIAL COPY

CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28, IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 122.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 66.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 55.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST, 7.04 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 01°28'07" EAST, 118.48 FEET; THENCE SOUTH 51°21'20" WEST, 31.40 FEET; THENCE SOUTH 01°15'54" EAST, 44.54 FEET; THENCE SOUTH 89°03'00" WEST, 57.81 FEET; THENCE SOUTH 51°19'44" WEST, 14.71 FEET; THENCE SOUTH 89°03'00" WEST, 326.77 FEET; THENCE NORTH 01°21'02" WEST, 187.92 FEET; THENCE NORTH 88°36'02" EAST, 421.03 FEET TO THE POINT OF BEGINNING.

AND

LOT 8

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALOS THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 70°05'12" EAST, 97.24 FEET; THENCE SOUTH 51°21'20" WEST, 288.04 FEET; THENCE NORTH 01°28'07" WEST, 118.48 FEET; THENCE NORTH 88°36'02" EAST, 7.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF

UNOFFICIAL COPY

55.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°02'23" EAST, 66.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 82.68 FEET TO THE POINT OF BEGINNING.

PINS: 16-12-114-002
16-12-114-005
16-12-114-013
16-12-114-014
16-12-114-019

601 N. Sacramento
Chicago, IL 60612