



Doc#: 1002244039 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2010 12:47 PM Pg: 1 of 16

Recording Requested By  
And When Recorded Mail  
To:  
Charity & Associates, P.C.  
20 N. Clark Street, Suite 1150  
Chicago, Illinois 60602  
Attention: Timothy K. Hinchman

Space Above For Recorder's Use

**SECOND MODIFICATION AND AMENDMENT TO  
CONSTRUCTION LOAN AND REIMBURSEMENT AGREEMENT, NOTE,  
MORTGAGE, REIMBURSEMENT MORTGAGES AND OTHER LOAN DOCUMENTS**

This Second Modification and Amendment to Construction Loan and Reimbursement Agreement, Note, Mortgage, Reimbursement Mortgages and Other Loan Documents ("**Second Modification**") is made and entered into as of the 29th day of December, 2009, by and among **HARRIS N.A.**, a national banking association ("**Lender**"), with a mailing address at 111 West Monroe Street 2<sup>nd</sup> Floor, East, Chicago, Illinois 60603, **SCC RESTORATION, LLC**, an Illinois limited liability company ("**Borrower**"), with a mailing address at 4327 W. Roosevelt Road, Chicago, Illinois 60624, **JOHN W. BONDS, JR.** ("**Bonds**"), with a mailing address at 4327 W. Roosevelt Road, Chicago, Illinois 60624 and **SAFEWAY CONSTRUCTION COMPANY, INC.**, an Illinois corporation ("**Safeway**"), with a mailing address at 4327 W. Roosevelt Road, Chicago, Illinois 60624.

RECITALS

A. Borrower and Lender have heretofore made, executed and delivered that certain Construction Loan and Reimbursement Agreement dated as of December 28, 2007, as modified and amended by that certain Modification and Amendment to Construction Loan and Reimbursement Agreement, Note, Mortgage, Reimbursement Mortgages and Other Loan Documents (the "**First Modification**") dated as of June 26, 2009 (the "**Loan Agreement**"), pursuant to the terms of which Lender agreed to make a loan (the "**Loan**") to Borrower in an original principal amount not to exceed One Million One Hundred Sixty Thousand and No/100 Dollars (\$1,160,000.00), and to issue its irrevocable standby letters of credit in the aggregate stated amount of Two Hundred Fifty Eight Thousand One Hundred Seventy Four and No/100 Dollars (\$258,174.00) (the "**Letters of Credit**"). The Loan is evidenced by that certain promissory note dated as of December 28, 2007, as modified and amended by the First Modification (the "**Note**"), executed by Borrower to the order of Lender and the Borrower's obligation to reimburse the Lender for any draws honored by Lender under the Letters of Credit is evidenced by that certain reimbursement promissory note dated as of December 28, 2007, as modified and amended by the First Modification (the "**Reimbursement Note**," and together with the Note, the "**Notes**"), executed by Borrower to the order of Lender.

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B. The Borrower's obligations under the Note and the Loan Agreement are secured by, among other things, that certain Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007, and recorded on January 2, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0800201231, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023 (the "**Mortgage**"), by the Borrower to the Lender encumbering the Borrower's fee simple interest in the property legally described in Exhibit A hereto and by this reference made a part hereof (the "**Property**").

C. The Borrower's Reimbursement Obligations under the Reimbursement Note and the Loan Agreement are secured by, among other things, those certain Reimbursement Mortgages with Assignment of Rents, Security Agreement and Fixture Filing, all dated as of December 28, 2007, as modified and amended by the First Modification (the "**Reimbursement Mortgages**") creating mortgage liens encumbering six (6) additional parcels of land owned by the Borrower, Bonds and/or Borrower's affiliates and collectively referred hereto as the "**Additional Real Estate**", as all are more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

D. Bonds and Safeway (individually and collectively, as the context requires, referred to hereinafter as "**Guarantor**") have guaranteed Borrower's obligations to Lender in accordance with a Payment and Performance Guaranty dated as of December 28, 2007, as modified and amended by the First Modification (the "**Guaranty**").

E. As used here, the term "**Loan Documents**" means the Loan Agreement, the Letters of Credit, the Notes, the Mortgage, the Reimbursement Mortgages, the Guaranty and any other documents executed to evidence or secure the Loan and the Letters of Credit, as any or all of them may have been amended to date. This Second Modification is a Loan Document.

F. All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

G. Pursuant to the terms and conditions of the Loan Agreement, the Lender was authorized to make disbursements of the proceeds of the Loan during an origination period commencing on the date of the Loan Agreement and ending December 30, 2009 (the "**Substantial Completion Date**"), to make payments on the Letters of Credit from the effective date of the Letters of Credit and ending December 30, 2009 (the "**Expiration Date**"). Pursuant to the terms and conditions of the Loan Agreement, the Loan may convert to an amortizing term loan upon the "**Conversion Date**."

H. The parties hereto desire and intend by this Second Modification to: (a) amend the Loan Documents to extend the Substantial Completion Date and the Conversion Date to March 31, 2010; (b) amend the Loan Documents to extend the Expiration Date to June 30, 2010, or to reissue the Letters of Credit, from December 30, 2009 to June 30, 2010; (c) amend the Loan Documents to reduced the aggregate stated amount of the Letter of Credit to \$68,240; and (d) authorize the release

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of the properties commonly know as 1329 W. 99th Street, 7123 S. Morgan Street, 7125 S. Morgan Street, and 8020 S. Western Avenue, all in Chicago, Illinois, as legally described on Exhibit C attached hereto and made a part hereof (the "**Released Parcels**") from the mortgage liens of the Reimbursement Mortgages and to ratify and confirm the other terms conditions and provisions contained in this Second Modification, the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Borrower certifies that the Recitals set forth above are true, accurate and correct.

2. Reaffirmation of the Loan. The Borrower hereby reaffirms all of its obligations under the Loan Documents, and Borrower acknowledges that it has no claims, offsets or defenses with respect to the payment of sums due under the Loan Agreement, the Notes or any of the other Loan Documents.

3. Modification of Loan Agreement. The Loan Documents are hereby modified, amended and supplemented as follows:

(a) The definitions of Substantial Completion Date and Conversion Date are hereby extended to mean "March 31, 2010" and all references in the Loan Documents to Substantial Completion Date and Conversion Date shall be deemed to mean "March 31, 2010."

(b) The definition of Expiration Date and the due date under the Reimbursement Note are hereby extended to mean "June 30, 2010" and all references in the Loan Documents to Expiration Date and the due date under the Reimbursement Note shall be deemed to mean "June 30, 2010."

(c) The aggregate stated amount of the Letter of Credit is hereby reduced to Sixty Eight Thousand Two Hundred Forty and No/100 Dollars (\$68,240.00).

(d) Subject to the terms of this Second Modification, and provided that there exists no Default or Event of Default under the Loan Agreement or any of the other Loan Documents, and no event has occurred and is continuing which, with notice or the passage of time or both, would be a Default or an Event of Default, the Lender shall release the Released Parcels from the mortgage liens of the Reimbursement Mortgages contemporaneously with the execution and delivery of this Second Modification.

4. Conditions Precedent. Before this Second Modification becomes effective and any party becomes obligated under it, all of the following conditions shall have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole judgment:

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(a) Lender shall have received fully executed and, where appropriate, acknowledged originals of this Second Modification and any other documents which Lender may require or request in accordance with this Second Modification or the other Loan Documents.

(b) Evidence from HUD and the City approving the extension of the construction completion deadline for Grouping no. 34 for an additional 6 months.

(c) Lender shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Lender in connection with this Second Modification, including legal fees and expenses of Lender's counsel. Such costs and expenses may include the allocated costs for services of Lender's in-house staff.

5. Affirmative Covenants and Agreements. Borrower shall secure all necessary Operating Documents for the construction, use or occupancy of the Project. Borrower shall cause the Project to be prosecuted in a good and workmanlike manner and shall cause the same to be completed, leased and occupied and all conditions to the final disbursement shall have been satisfied by the Substantial Completion Date, in substantially in accordance with the Plans and Specifications.

6. Borrower's and Bond's Representations and Warranties. Borrower represents and warrants to Lender as follows:

- (a) Loan Documents. All representations and warranties made and given by Borrower in the Loan Documents are true, accurate and correct as of the date hereof.
- (b) No Event of Default. No Default or Event of Default under the Loan Agreement or any of the other Loan Documents has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be a Default or an Event of Default.
- (c) Collateral. Borrower lawfully holds title to the Property, free and clear of any liens or encumbrances and the security interest of Lender therein is a first priority lien therein, free and clear of any other liens or encumbrances. Bonds lawfully holds title to the Additional Real Estate, and the security interest of Lender therein is a lien therein.
- (d) Organization/Authority. Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois. There have been no changes in the organization, ownership structure or formation documents of Borrower since the execution and delivery of the Loan Agreement. The Borrower's principal place of business is 4327 W. Roosevelt Road, Chicago, Illinois 60624. Borrower has taken all corporate and other actions, as are necessary to authorize the execution and delivery of this Second Modification, and this Second Modification and the Loan Documents, as hereby modified, constitute valid and binding obligations of the Borrower, enforceable in accordance with their terms, subject to

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applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted.

7. Guarantors' Consent. Guarantor hereby consents to the terms, conditions and provisions of this Second Modification and the transactions contemplated hereby, including, without limitation, the release of the Released Parcels from the mortgage liens of the Reimbursement Mortgages. Guarantor hereby reaffirms the full force and effectiveness of its Guaranty. In addition, Guarantor acknowledges that its obligations under the Guaranty are separate and distinct from those of Borrower on the Loan and Letters of Credit.

8. Mortgagors' Consent. Borrower and Bonds hereby consent to the terms, conditions and provisions of this Second Modification and the transactions contemplated hereby, including, without limitation, the release of the Released Parcels from the mortgage liens of the Reimbursement Mortgages.

9. Incorporation. This Second Modification shall form a part each Loan Document, and all references to a given Loan Document shall mean that document as hereby modified.

10. No Prejudice; Reservation of Rights. This Second Modification shall not prejudice any rights or remedies of Lender under the Loan Documents. Lender reserves, without limitation, all rights that it has against any indemnitor, guarantor, or endorser of the Loan the Letters of Credit or the collateral.

11. No Impairment. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Second Modification and all Loan Documents shall remain in full force and effect and are hereby ratified and affirmed. Nothing in this Second Modification shall impair the lien of the Lender in the Property pursuant to the Mortgage or the lien of the Lender in the Additional Real Estate pursuant to the Reimbursement Mortgages.

12. Successors and Assigns. The provisions of this Second Modification shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

13. Ratification. Except as expressly modified and supplemented hereby, the terms, conditions and provisions of the Loan Agreement and the other Loan Documents shall continue in effect unchanged and are hereby in all respects ratified and confirmed.

14. Time of the Essence. **TIME IS OF THE ESSENCE WITH RESPECT TO THIS SECOND MODIFICATION.**

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15. Miscellaneous. This Second Modification and any attached exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Second Modification or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Second Modification shall be governed by the laws of the State of Illinois, without regard to the choice of law rules of that State. As used here, the word "include(s)" means "includes(s), without limitation," and the word "including" means "including, but not limited to."

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

**Borrower:**

**SCC RESTORATION, LLC**, an Illinois limited liability company

By: Douglas Boulevard LRP II, Inc., its managing member

By: *John W. Bonds*  
Name: John W. Bonds  
Title: President

**Bonds:**

*John W. Bonds, Jr.*  
John W. Bonds, Jr.

**Lender:**

**HARRIS N.A.**, a national banking association

By: *Ailisa Herrera*  
Name: Ailisa Herrera  
Title: Vice President

**Safeway:**

**SAFEWAY CONSTRUCTION COMPANY**, an Illinois corporation

By: *John W. Bonds, Jr.*  
Name: John W. Bonds, Jr.  
Title: C.E.O.

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## All-Purpose Acknowledgement

<p>State of Illinois )  ) )  County of Cook )</p> <p>On January 15, 2010 before me, Evelyn D. Turner, personally appeared John W. Bonds,</p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="border: 1px dashed black; padding: 5px; width: fit-content;"> OFFICIAL SEAL  EVELYN D TURNER  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES: 10/31/10 </div> <p style="text-align: center;"><i>E. Turner</i>  _____  SIGNATURE OF NOTARY</p>	<p style="text-align: center;"><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input checked="" type="checkbox"/> CORPORATE _____  OFFICER(S) _____  TITLES(S) _____</p> <p><input type="checkbox"/> PARTNER(S)  <input type="checkbox"/> LIMITED  <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____  _____  _____</p> <p><b>SIGNER IS REPRESENTING:</b>  NAME OF PERSON(S) OR ENTITY(IES)  _____  _____  _____</p>
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.</p> <p>Title or Type of Document <u>Second Modification</u></p> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Number of Pages <u>15</u> Date of Document <u>December 29, 2009</u></p> <p>Signer(s) Other than Named Above _____</p>	





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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: THE WEST 33 FEET OF THE EAST 183 FEET OF BLOCK 1 IN DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 4 AND 5 OF CIRCUIT COURT PARTITION OF THE WEST 1 / 2 OF THE WEST 1 / 2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3112 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 2: THE WEST 33 FEET OF THE EAST 216 FEET OF BLOCK 1 IN DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 4 AND 5 OF CIRCUIT COURT PARTITION OF THE WEST 1 / 2 OF THE WEST 1 / 2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3116 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 3: THE WEST 33 FEET OF THE EAST 249 FEET OF BLOCK 1 IN DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 4 AND 5 OF CIRCUIT COURT PARTITION OF THE WEST 1 / 2 OF THE WEST 1 / 2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3118 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 4: LOT 20 AND THE WEST 5 FEET OF LOT 19 IN BLOCK 2 OF PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO BEING A SUBDIVISION OF BLOCK 1 IN CIRCUIT COURT PARTITION OF THE EAST 1 / 2 OF THE NORTHEAST 1 / 4 AND THAT PART OF THE EAST 1 / 2 OF THE SOUTH EAST 1 / 4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE, IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3216 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

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PARCEL 5: LOT 16 IN BLOCK 3 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST 1 / 2 OF THE NORTHEAST 1 / 4 AND THAT PART OF THE EAST 1 / 2 OF THE SOUTHEAST 1 / 4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3338 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 6: LOT 19 IN BLOCK 3 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST 1 / 2 OF THE NORTHEAST 1 / 4 AND THAT PART OF THE EAST 1 / 2 OF THE SOUTHEAST 1 / 4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

COMMONLY KNOWN AS: 3346 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 7: LOT 20 IN BLOCK 3 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST 1 / 2 OF THE NORTHEAST 1 / 4 AND THAT PART OF THE EAST 1 / 2 OF THE SOUTHEAST 1 / 4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3348 W. DOUGLAS BOULEVARD, CHICAGO, ILLINOIS

PARCEL 8: LOT 33 IN BLOCK 4 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST 1 / 2 OF THE NORTHEAST 1 / 4 AND THAT PART OF THE EAST SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1331 S. CHRISTIANA AVENUE, CHICAGO, ILLINOIS

PINS: 16-23-210-031  
16-23-210-033  
16-23-211-005  
16-23-213-026  
16-24-103-038

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## EXHIBIT B

### ADDITIONAL REAL ESTATE

#### PARCEL 1:

Reimbursement Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007 by Bonds to the Lender and recorded on January 23, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0802333144, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023, encumbering Bonds' fee simple interest in the property legally described as:

LOT 8 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 13, 14, 15 AND 16, IN THE SUBDIVISION BY L.C. PAIN FREER (AS RECEIVER) OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4319 W. ROOSEVELT ROAD  
CHICAGO, ILLINOIS

PIN: 16-22-201-002

#### PARCEL 2:

Reimbursement Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007 by Bonds to the Lender and recorded on January 23, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0802333145, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023, encumbering Bonds' fee simple interest in the property legally described as:

LOTS 35 AND 36 IN BLOCK 10 IN COLES SUBDIVISION OF THE NORTH 90.37 ACRES OF THAT PART WEST OF RAILROAD OF THE NORTHEAST ¼ SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8932 S. MORGAN  
CHICAGO, ILLINOIS

PIN: 25-05-221-035

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## PARCEL 3:

Reimbursement Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007 by Chicago Title to the Lender and recorded on January 23, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0802333146, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023, encumbering Chicago Title's fee simple interest in the property legally described as:

THAT PART OF LOTS 3, 4 AND 5 IN BLOCK 3 IN HOUGH AND REEDS ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOT 17 IN BLOCK 4 IN WASHINGTON HEIGHTS AND THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE SOUTH 100 ACRES OF SAID QUARTER SECTION (EXCEPTING RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC AND COLOMBUS CHICAGO AND ILLINOIS CENTRAL RAILROAD OVER SAID TRACT) LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF THE WEST 99<sup>TH</sup> STREET, 274.67 FEET WEST OF THE WEST LINE OF SOUTH THROOP STREET, SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF SOUTH 99<sup>TH</sup> STREET TO THE SOUTHWESTERLY LINE OF SAID LOT 5 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1329 W. 99<sup>TH</sup> STREET  
CHICAGO, ILLINOIS

PIN: 25-08-303-046

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## PARCELS 4 AND 5:

Reimbursement Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007 by Chicago Title to the Lender and recorded on January 23, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0802333147, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023, encumbering Chicago Title's fee simple interest in the property legally described as:

LOTS 626 AND 627 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 149 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7123 S. MORGAN STREET  
7125 S. MORGAN STREET  
CHICAGO, ILLINOIS

PIN's: 20-29-204-014  
20-29-204-015

## PARCEL 6:

Reimbursement Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, made as of December 28, 2007 by Chicago Title to the Lender and recorded on January 25, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0802504130, as modified and amended by the First Modification recorded on July 13, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0919444023, encumbering Chicago Title's fee simple interest in the property legally described as:

LOT 8 IN BLOCK 2 IN FIRST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8020 S. WESTERN  
CHICAGO, ILLINOIS

PIN: 19-36-215-027

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## EXHIBIT C

### RELEASED PARCELS

#### PARCEL 1:

THAT PART OF LOTS 3, 4 AND 5 IN BLOCK 3 IN HOUGH AND REEDS ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOT 17 IN BLOCK 4 IN WASHINGTON HEIGHTS AND THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 3<sup>N</sup> NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE SOUTH 100 ACRES OF SAID QUARTER SECTION (EXCEPTING RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC AND COLOMBUS CHICAGO AND ILLINOIS CENTRAL RAILROAD OVER SAID TRACT) LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF THE WEST 99<sup>TH</sup> STREET, 274.67 FEET WEST OF THE WEST LINE OF SOUTH THROOP STREET, SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF SOUTH 99<sup>TH</sup> STREET TO THE SOUTHWESTERLY LINE OF SAID LOT 5 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1325 W 99<sup>TH</sup> STREET  
CHICAGO, ILLINOIS

PIN: 25-08-303-046

#### PARCELS 2 AND 3:

LOTS 626 AND 627 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 149 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7123 S. MORGAN STREET  
7125 S. MORGAN STREET  
CHICAGO, ILLINOIS

PIN's: 20-29-204-014  
20-29-204-015

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PARCEL 4:

LOT 8 IN BLOCK 2 IN FIRST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8020 S. WESTERN  
CHICAGO, ILLINOIS

PIN: 19-36-215-027

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