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Doc#: 1005749009 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2010 11:16 AM Pg: 1 of 12

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FTC # 6711950

FREEDOM TITLE CORP. ASSUMPTION AGREEMENT (WITHOUT RELEASE)

This ASSUMPTION AGREEMENT (WITHOUT RELEASE) ("the Agreement") is made this 28th day of December 2009, by, between and among SM REAL ESTATE, INC., an Illinois domestic corporation incorporated on February 21, 2002 with an organization identification number of 62050888 and involuntarily dissolved on May 1, 2003 ("SM Corporation"); RATKO MUSIKIC, an individual ("Guarantor" or "Musikic" as the case may be; SM Corporation, Guarantor and Musikic may be hereinafter collectively referred to as "Grantor"); 3515-23 W. GRAND AVE, LLC, an Illinois limited liability company ("Grantee") and RAVENSWOOD BANK, an Illinois banking corporation ("Bank").

RECITALS

A. On or about July 3, 2007, Bank extended to 118 HALSTED, LLC, an Illinois limited liability company ("Borrower") a loan (the "Loan") in the original principal amount of THREE MILLION NINE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$3,920,000.00). The Loan was evidenced by a Promissory Note dated July 3, 2007 made by Borrower in the original principal amount of \$3,920,000.00, payable to the order of Bank (the "Note"). The Note was executed pursuant to a Construction Loan Agreement ("the Loan Agreement") dated July 3, 2007, between Bank and Borrower. The indebtedness evidenced by the Note is secured, *inter alia*, by: (i) a first mortgage lien and security interest evidenced by a Construction Mortgage dated July 3, 2007, made by Borrower in favor of Bank, encumbering certain real estate and improvements commonly known as 116-120 North Halsted Street, Chicago, Illinois, (the "Halsted Property"), which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on July 10, 2007 as Document No. 0719141146 as modified by that certain Modification Agreement dated as of

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

Ravenswood Bank
Attention Michael Obremski
2300 West Lawrence Avenue
Chicago, IL 60625-1914

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January 8, 2009 (the "Halsted Modification") made by Borrower in favor of Bank which Halsted Modification was recorded in the Recorder's Office on April 22, 2009 as Document No. 0911249068 (the "Halsted Mortgage"); (ii) an Assignment of Rents dated July 3, 2007, made by Borrower in favor of Bank, and recorded in the Recorder's Office, on July 10, 2007 as Document No. 0719141147 (the "Halsted Assignment"); (iii) a junior mortgage lien and security interest evidenced by a Mortgage dated July 3, 2007, made by HALSTED 2142, L.L.C., an Illinois limited liability company ("Halsted 2142"), in favor of Bank, encumbering certain real estate and improvements commonly known as 2142 North Halsted Street, Chicago, Illinois, (the "2142 Halsted Property"), which Mortgage was recorded in the Recorder's Office on July 10, 2007 as Document No. 0719141148 as modified by that certain Modification of Mortgage dated as of January 8, 2009 (the "2142 Halsted Modification") made by Halsted 2142 in favor of Bank which 2142 Halsted Modification was recorded in the Recorder's Office on April 22, 2009 as Document No. 0911249069 (the "2142 Halsted Mortgage"); and (iv) an Assignment of Rents dated July 3, 2007, made by Borrower in favor of Bank, and recorded in the Recorder's Office on July 10, 2007 as Document No. 0719141149 (the "2142 Halsted Assignment"). The Note, Loan Agreement, Halsted Mortgage, Halsted Assignment, Halsted Modification, 2142 Halsted Mortgage, 2142 Halsted Modification, the 2142 Halsted Assignment and related documents (including the Guaranty, as hereinafter defined), executed and/or delivered in connection with any of the foregoing are sometimes collectively referred to as the "Halsted Loan Documents.")

B. Michael J. Williamson and Ratko Musikic ("Guarantors") on or about July 3, 2007 executed and delivered their respective Commercial Guaranty (the "Guaranty") guaranteeing the repayment of all indebtedness under the Note and the Halsted Loan Documents.

C. On or February 7, 2008, Borrower and Guarantors requested certain concessions in connection with the pre-sale requirement of the Halsted Property and Bank granted such concessions based upon Grantor providing Bank with additional collateral for the Loan in the form of a first mortgage lien and security interest evidenced by (i) a Mortgage dated February 7, 2008, made by Musikic in favor of Bank, encumbering certain real estate and improvements commonly known as 3515-23 West Grand Avenue, Chicago, Illinois (the "Grand Avenue Property"), which Mortgage was recorded in the Recorder's Office on April 22, 2008 as Document No. 0811349068 as modified by that certain Modification Agreement dated as of January 8, 2009 (the "Grand Avenue Modification") made by Musikic in favor of Bank which Grand Avenue Modification was recorded in the Recorder's Office on April 22, 2009 as Document No. 0911249070 (the "Grand Avenue Mortgage"); and (ii) an Assignment of Rents dated February 7, 2008, made by Musikic in favor of Bank, and recorded in the Recorder's Office on April 22, 2008 as Document No. 0811349069 (the "Grand Avenue Assignment"). The Grand Avenue Mortgage and the Grand Avenue Assignment executed and/or delivered in connection with the foregoing are sometime collectively referred to as the "Grand Avenue Loan Documents"; the Halsted Loan Documents and the Grand Avenue Loan Documents may be hereinafter referred to as the "Loan Documents").

D. At the time of execution of the Grand Avenue Loan Documents, a scrivener's error by the title insurance company purported that title to the Grand Avenue Property was vested in Ratko Musikic, individually, when in fact actual title to the Grand Avenue Property was vested in the name of SM Corporation. The Grand Avenue Loan Documents were prepared upon

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reliance of the information provided by the title insurance company. SM Corporation was involuntarily dissolved on May 1, 2003. Furthermore, when Musikic attempted to reinstate the dissolved corporation, he discovered that the corporate name "SM Real Estate, Inc." had been assigned by the Secretary of State of Illinois to individuals unknown to Musikic.

E. On January 18, 2006 Musikic formed Grantee with the expectation that the Grand Avenue LLC would hold title to the Grand Avenue Property; however, as December 28, 2009 Grantor, has yet to convey title to the Grand Avenue Property from SM Corporation to the Grand Avenue LLC.

F. As of date hereof, the principal amount due under the Note is \$3,291,272.34 plus interest accrued on the Note in accordance with its terms.

G. Concurrent with the execution of this Agreement, Grantor will convey the Grand Avenue Property to the Grantee, pursuant to that certain Quit Claim Deed dated as of December 17, 2009 subject to the indebtedness evidenced and secured by the Grand Avenue Loan Documents, including without limitation the Grand Avenue Mortgage, without seeking a release of any personal liability that Grantor or Musikic may have under the terms of the Grand Avenue Loan Documents or the Halsted Loan Documents respectively executed by them. The Loan Documents prohibit the sale and conveyance of the Grand Avenue Property to the LLC without the express written consent of Bank. Musikic is the manager and sole member of the Grantee.

H. Grantor and Musikic have requested Bank to consent to the conveyance of the Property to the LLC, and have further agreed to assume and be personally liable, upon the terms and conditions herein set forth, for the repayment of the indebtedness evidenced and secured by the Loan Documents and the performance of the Borrower's and Guarantors' obligations therein contained.

I. Bank is willing to agree to consent to the conveyance of the Property to the LLC upon the terms requested and as herein set forth.

NOW THEREFORE, in consideration of the foregoing premises, the promises hereinafter set forth and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the parties hereto, it is agreed as follows:

1. The recitals hereinabove set forth are incorporated herein by reference.
2. Grantor and/or the Grantee have herewith paid to Bank any attorney's fees and costs incurred by Bank in connection herewith, including but not limited to any recording or title insurance charges.
3. SM Corporation represents and warrants to Bank as follows:
 - A. Corporate Existence. SM Corporation was an Illinois domestic corporation duly incorporated on February 21, 2002 with an organization number of 62050888

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and involuntarily dissolved on May 1, 2003. Ratko Musikic was the president, secretary and sole shareholder of the corporation.

B. Corporate Authority. The execution and delivery by the SM Corporation of this Agreement and Ratko Musikic and the quit claim deed conveying the Grand Avenue Property to the Grantee and the performance of its obligations hereunder: (a) are within its corporate powers; (b) are a part of the winding down of the affairs of the corporation and are duly authorized by the president, secretary and sole shareholder; (c) are not in contravention of its articles of incorporation, by-laws, or of any indenture, agreement, loan, credit agreement, lease, instrument or other agreement or undertaking to which it is a party or by which it or any of its property is bound; (d) do not require any governmental consent, registration or approval; (e) do not contravene any contractual or governmental restriction binding upon it; and (f) will not, except in favor of Bank, result in the imposition of any lien, charge, security interest or encumbrance upon any of their property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which it is a party or by which it or any of its property may be bound.

C. Binding Effect. This Agreement and all of the other instruments to which the Borrower, Guarantor or SM Corporation are a party are the legal, valid and binding obligations of said parties and are enforceable against said parties in accordance with their terms.

4. Guarantor makes the following representations, warranties and covenants to Bank and Grantee as of the date hereof, all of which shall survive the execution and delivery of this agreement.

A. The Guarantor is an individual residing at 1620 North Wood Street, Chicago, Illinois.

B. This Agreement has been duly authorized, executed, delivered and acknowledged by Guarantor and constitutes the legal, valid and binding obligations of Guarantor, enforceable in accordance with its terms.

C. There are no agreements between Guarantor and any other party that materially and adversely affect Guarantor's ability to perform his obligations under this Agreement or which will be breached by entering into and carrying out the obligations under this Agreement.

D. There have been no modifications or changes to the Loan Documents other than those which have been described in this Agreement.

E. Guarantor shall execute, acknowledge, deliver, file, and record all such further acts, conveyances, documents, instruments, financing or similar statements and assurances as may be reasonably required by Bank or necessary for the purpose of more effectually carrying out the transactions reflected in this Agreement

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F. Guarantor has not filed a petition under the bankruptcy code nor has Guarantor initiated a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, nor has Guarantor become the subject of either a petition under the bankruptcy code or any of the foregoing action. Guarantor is not insolvent and the transactions reflected in this Agreement will not render Guarantor insolvent. Guarantor is not entering into the transactions reflected in this Agreement to delay, defraud or hinder creditors and the transactions reflected in this Agreement do not constitute a fraudulent conveyance.

G. Except for the Grand Avenue Mortgage referenced above and any liens permitted by the mortgages, the Grand Avenue Property is free from any liens, security interests or encumbrances created by Grantor, and Grantor is not aware of any liens, security interests or encumbrances with respect to the Grand Avenue Property except for the liens created by the Grand Avenue Mortgage.

H. There are no actions, suits or proceedings pending or threatened against Grantor or the Grand Avenue Property in any court at law or in equity or before any governmental agency, nor has Grantor had any threats of such actions, suits or proceedings communicated to Grantor.

I. Grantor has had the opportunity to review the Assigned Loan Documents and this Agreement.

5. The Grantee represents and warrants to Bank as follows:

A. Limited Liability Company Existence. The Grantee is an Illinois limited liability company duly organized and in good standing under the laws of the state of its organization, is duly qualified as a foreign limited liability company and in good standing under the laws of all other states where the nature and extent of the business transacted by it or the ownership of its assets makes such qualification necessary and has the limited liability company power and authority to own its assets and to transact the business in which it is now engaged.

B. Limited Liability Company Authority. The execution and delivery by the Grantee of this Agreement and the performance of its obligations hereunder: (a) are within its limited liability company powers; (b) are duly authorized by its sole manager/member; (c) are not in contravention of its articles of organization, operating agreement, or of any indenture, agreement, loan, credit agreement, lease, instrument or other agreement or undertaking to which it is a party or by which it or any of its property is bound; (d) do not require any governmental consent, registration or approval; (e) do not contravene any contractual or governmental restriction binding upon it; and (f) will not, except in favor of Bank, result in the imposition of any lien, charge, security interest or encumbrance upon any of their property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which it is a party or by which it or any of its property may be bound.

C. Binding Effect. This Agreement and all of the other instruments to which the Borrower, Guarantor or Grantee are a party are the legal, valid and binding obligations of said parties and are enforceable against said parties in accordance with their terms.

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6. The Grantee does hereby agree:

A. To assume and does hereby promise to perform all of the obligations, promises and covenants set forth in the Loan Documents, including but not limited to the timely payment to Bank of all payments due under the Note and the Grand Avenue Mortgage, as if the Grantee had executed the Loan Documents in its name as Grantor and delivered such executed Grand Avenue Loan Documents to Bank.

B. The terms, provisions, conditions and limitations of the Grand Avenue Loan Documents are hereby restated and are incorporated herein, as if the Grantee had executed each of such Grand Avenue Loan Documents.

C. Bank has fully performed its obligations, promises and covenants under the Loan Documents and there are no defenses by the Grantor or the Grantee thereunder.

7. Musikic, as Guarantor, does hereby agree:

A. To guarantee, pursuant to the terms of the guaranty documents executed by him, to perform all of the obligations, promises and covenants set forth in the Grand Avenue Loan Documents, as if the Grantee had initially executed the Grand Avenue Loan Documents as Grantor, and the Grantee's name, as Grantor, was reflected in and all guarantees and other Loan Documents executed by Guarantor.

B. The terms, provisions, conditions and limitations of the Loan Documents are hereby restated and are incorporated herein, as if the Grantee had executed each of such Loan Documents.

C. Bank has fully performed its obligations, promises and covenants under the Loan Documents and there are no defenses by the Grantor or Guarantor thereunder.

8. Grantor and Guarantor do agree to further execute and deliver such other documents as Bank may deem reasonably appropriate to effectuate the transactions herein described. Grantor and Guarantor do further acknowledge that they have had the opportunity to and have been counseled and advised by their attorneys, accountants and tax advisors of their choice in reviewing the transactions herein described and in executing this Agreement and have not relied upon Bank or Bank's counsel in that regard.

9. The provisions in the Grand Avenue Mortgage, the Grand Avenue Modification and in the Grand Avenue Assignment are hereby amended to delete, wherever it occurs, the word "Grantor" and insert therein the words "Grantor and/or the Grantee, as defined in the Assumption Agreement (Without Release)."

10. Guarantor does hereby acknowledge that his respective obligations under the Loan Documents, respectively executed by him, remain in full force and effect, without modification or limitation by virtue of the execution and delivery of this Agreement, the conveyance of the Grand Avenue Property to the Grantee or any obligations under the Loan Documents, hereby assumed as a direct obligation as Grantor by the Grantee.

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11. Subject to the satisfaction and performance of all obligations of Grantor and Guarantor hereunder, and to the terms, conditions and limitations herein set forth, Bank does hereby consent to the conveyance of the Grand Avenue Property to the Grantee.

12. The Loan Documents and Guaranty, except as hereby modified, remain in full force and effect.

13. No failure by Bank to exercise, or delay by Bank in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement and in the Loan Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or equity. No notice to or demand on Grantor or Guarantor in any case shall, in itself, entitle Grantor or Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Bank to any other or further action in any circumstance, without notice or demand.

14. The parties hereto agree that time is of the essence of all of their covenants under this Agreement.

15. Bank may, at its option, sell to qualified lenders participating shares of each advance under the Loan, retain all or any part of the Loan for its portfolio or sell all or any part of the Loan.

16. The captions and headings of various paragraphs of this Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

17. In the event of any inconsistency among the terms hereof (including incorporated terms), or between such terms and the terms of any other Loan Documents, Bank may elect which terms shall govern and prevail. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein.

18. Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

19. Any notice, demand or other communication required or permitted hereunder or under the Loan Documents shall be in writing and shall be deemed to have been given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth in the Loan Documents or to such other address the party to receive such notice may have

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designated to all other parties by notice in accordance herewith or therewith. Notices to the Grantee shall be delivered in care of Guarantor.

20. This Agreement has been negotiated, executed and delivered at Chicago, Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of that State and without regard to the drafter hereof, it being acknowledged that all parties were separately represented by the counsel of their choice.

21. THE GRANTOR, GUARANTOR AND THE GRANTEE (A) HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY ILLINOIS STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE GRANTOR, GUARANTOR AND THE GRANTEE HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ILLINOIS STATE OR FEDERAL COURT, AND (B) AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST THE BANK OR THE DIRECTORS, OFFICERS, EMPLOYEES OF BANK OR PROPERTY OF THE BANK ARISING OUT OF OR RELATING TO THIS AGREEMENT, IN ANY COURT OTHER THAN AS HEREINABOVE SPECIFIED IN THIS SECTION. THE GRANTOR, GUARANTOR AND THE GRANTEE HEREBY IRREVOCABLY WAIVE ANY OBJECTION THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY ACTION OR PROCEEDING (WHETHER BROUGHT BY THE GRANTOR, GUARANTOR, THE GRAND AVENUE LCC, THE BANK OR OTHERWISE) IN ANY COURT HEREINABOVE SPECIFIED IN THIS SECTION AS WELL AS ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO REMOVE ANY SUCH ACTION OR PROCEEDING, ONCE COMMENCED, TO ANOTHER COURT ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. THE GRANTOR, GUARANTOR AND THE GRANTEE AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

22. GRANTOR, GUARANTOR, GRANTEE AND BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BY, BETWEEN OR AMONG GRANTOR, GUARANTOR, GRANTEE AND BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO THE CONSENT DESCRIBED IN THIS AGREEMENT OR IN THE LOAN DOCUMENTS.

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23. This Agreement constitutes the entire agreement between the parties, superceding any oral discussions, offers, negotiations or agreements. This Agreement shall not be amended absent writing signed by the party to be charged.

24. This Agreement may be executed by the parties hereto in several counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument the day and year aforesaid.

GRANTOR:

SM REAL ESTATE, INC., a defunct Illinois corporation

By: [Signature]
Name: RATKO MUSIKIC
Its: PRESIDENT

GUARANTOR/MUSIKIC:

[Signature]
Ratko Musikic, Individually

GRANTEE:

3515-23 W. GRAND AVE LLC, an Illinois limited liability company

By: [Signature]
Name: RATKO MUSIKIC
Its: SOLE MEMBER

BANK:

RAVENSWOOD BANK

By: [Signature]
Name: RONALD H. FRIEDMAN
Its: EXECUTIVE VICE PRESIDENT

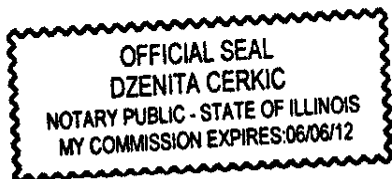
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STATE OF IL)
)
COUNTY OF Cook) SS.

On this 31st day of December, 2009, before me, Notary Public in and for said County and State, appeared RATKO MUSIKIC, to me known to be the person who subscribed the name of SM REAL ESTATE, INC., a defunct Illinois domestic corporation to the foregoing instrument as its PRESIDENT who, being by me duly sworn, did state that he is the PRESIDENT of said defunct corporation and that said instrument was signed and delivered by him on behalf of said corporation by authority of its Board of Directors for the winding down of the affairs of the corporation, and said PRESIDENT acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said corporation.

Given under my hand and notarial seal this 31st day of DECEMBER, 2009.



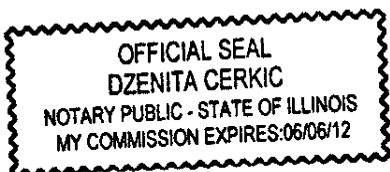
[Signature]
Notary Public

My Commission Expires: 06.06.2012

STATE OF IL)
)
COUNTY OF Cook) SS.

I, DZENITA CERKIC, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RATKO MUSIKIC, 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 the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this 31st day of DECEMBER, 2009.



[Signature]
Notary Public

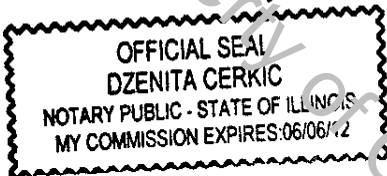
My Commission Expires: 06.06.2012

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STATE OF IL)
)
COUNTY OF Cook) SS.

I, DZENITA CERKIC, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RATKO MUSIKIC, of 3515-23 W. GRAND AVE, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SOLE MEMBER, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 31st day of DECEMBER, 2009.



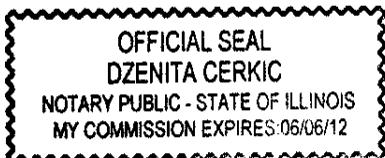
[Signature]
Notary Public

My Commission Expires: 06.06.2012

STATE OF IL)
)
COUNTY OF Cook) SS.

On this 31st day of December, 2009, before me, Notary Public in and for said County and State, appeared RONALD H. FRIEDMAN, to me known to be the person who subscribed the name of Ravenswood Bank, to the foregoing instrument as its Executive Vice President who, being by me duly sworn, did state that he is the Executive Vice President of said Illinois banking corporation and that said instrument was signed and delivered by him on behalf of said Illinois banking corporation by authority of its Board of Directors, and said Executive Vice President acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said Illinois banking corporation.

Given under my hand and notarial seal this 31st day of DECEMBER, 2009.



[Signature]
Notary Public

My Commission Expires: 06.06.2012

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: THAT PART OF LOT 16 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 16, 5 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL TO THE WEST LINE OF SAID LOT 16, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG THE NORTHWESTERLY LINE AND WESTERLY LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING; ALSO ALL OF LOTS 17 AND 18, ALL IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: LOT 16 EXCEPT THE PART THEREOF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE WESTERLY AND WESTERLY LINES OF SAID LOT TO THE PLACE OF BEGINNING; IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 20, 1916 AS DOCUMENT NO. 5914109 (EXCEPTING THAT PART OF SAID LAND TAKEN FOR OPENING OF ST. LOUIS AVENUE), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 12 TO 15 INCLUSIVE IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA: 3515-23 W. Grand Avenue, Chicago, IL 60651

PIN: 16-02-403-003-0000; 16-02-403-004-0000 and 16-02-403-005-0000