

# UNOFFICIAL COPY



Prepared by ~~and after recording return to:~~

Derek L. Cottier  
Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606

211373

Doc#: 1009144048 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/01/2010 12:17 PM Pg: 1 of 16

## FOURTH AMENDMENT TO LOAN AGREEMENT AND OTHER LOAN DOCUMENTS

This Fourth Amendment to Loan Agreement and Other Loan Documents (the "Fourth Amendment") is dated as of December 31, 2009 (the "Effective Date"), by and among **EAST LAKE/WEST END HOME OWNERSHIP, LLC**, an Illinois limited liability company ("Borrower"), **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Bank"), and **ELZIE HIGGINBOTTOM** ("Guarantor").

### RECITALS:

A. Bank has heretofore made a construction loan ("Loan") to Borrower in the aggregate amount not to exceed Seventeen Million Five Hundred Fifty Thousand Dollars (\$17,550,000.00). The Loan was evidenced by a Promissory Note dated as of June 1, 2006, in the stated principal amount of Seventeen Million Five Hundred Fifty Thousand Dollars (\$17,550,000.00) made payable by Borrower to the order of Bank (the "Original Note"), which Original Note was amended and restated by that certain Amended and Restated Promissory Note dated as of June 1, 2008 payable by Borrower to the order of Bank in the stated principal amount of \$6,271,876.00 (the "Amended Note").

B. The Loan was made pursuant to the terms and conditions of a Loan Agreement dated as of June 1, 2006 between Borrower and Bank, as modified by (i) that certain First Amendment to Loan Agreement and Other Loan Documents dated as of September 28, 2006 among Borrower, Guarantor and Bank; (ii) that certain Second Amendment to Loan Agreement and Other Loan Documents dated as of June 1, 2008 among Borrower, Guarantor and Bank, and (iii) that certain Third Amendment to Loan Agreement and Other Loan Documents (the "Third Amendment") dated as of September 1, 2008 among Borrower, Guarantor and Bank (collectively, the "Loan Agreement").

C. The Loan is secured by, amongst other documents and instruments:

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(i) a Construction Fee and Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 1, 2006, from Borrower to Bank recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on June 9, 2006, as Document No. 0616032095, as modified by (a) that certain First Mortgage Modification Agreement dated as of September 28, 2006, by and between Borrower and Bank recorded with the Recorder's Office on September 28, 2006 as Document No. 0627122137, and (b) that certain Second Mortgage Modification Agreement dated as of June 1, 2008, by and between Borrower and Bank recorded with the Recorder's Office on August 7, 2008 as Document No. 0822045056 (together, the "Mortgage"), which Mortgage encumbers the real property legally described on Exhibits A and B attached hereto and all improvements located thereon (collectively, the "Premises");

(ii) a Continuing Guaranty dated June 1, 2006, executed and delivered by Guarantor for the benefit of Bank (the "Payment Guaranty");

(iii) a Guarantee of Completion and Performance dated June 1, 2006, executed and delivered by Guarantor for the benefit of Bank (the "Completion Guaranty", and together with the Payment Guaranty, the "Guaranties");

(iv) an Environmental Indemnity Agreement dated June 1, 2006, executed and delivered by Borrower and Guarantor for the benefit of Bank (the "Environmental Indemnity");

(v) an Assignment of Existing and Future Sales Contracts dated June 1, 2006, executed and delivered by Borrower for the benefit of Bank (the "Assignment of Sales Contracts"); and

(vi) certain other documents and instruments (all such documents and instruments, together with the Second Amended Note [as defined below], the Loan Agreement, the Mortgage, the Guaranties, the Environmental Indemnity and the Assignment of Sales Contracts, collectively, the "Loan Documents").

D. Borrower has requested that Bank consent to the extension of the Facility Expiration Date (as defined in the Loan Agreement) to December 31, 2012, and Bank has agreed to do so pursuant to the terms and conditions of (i) this Fourth Amendment, and (ii) that certain Second Amended and Restated Promissory Note dated as of December 31, 2009 in the stated principal amount of \$5,177,931.27 made by Borrower in favor of Bank (as such promissory note hereafter may be amended, modified, extended, renewed, restated or supplemented from time to time, the "Second Amended Note"). The Second Amended Note amends and restates the Amended Note in its entirety.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

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2. Defined Terms. All capitalized terms not defined in this Fourth Amendment shall have the same meanings as set forth in the Loan Agreement. Whenever the context requires, the singular shall mean the plural, and the masculine shall mean and include the feminine, neuter or plural, as the case may be. The terms "herein," "hereof," and/or "hereunder" or similar terms used in this Fourth Amendment refer to this entire Fourth Amendment and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Sections, Subsections, paragraphs, subparagraphs or other provisions are references to sections, subsections, paragraphs, subparagraphs or other provisions of this Fourth Amendment.

3. Promissory Note. All references in the Loan Agreement and other Loan Documents to the "Note" are hereby amended and restated to reference the Second Amended Note.

4. Modification of Definitions. Effective as of the Effective Date, the Loan Documents are hereby amended and modified such that all references in the Loan Documents to the term "Loan Documents" shall have the meaning ascribed to it in this Fourth Amendment and shall be deemed to include this Fourth Amendment. Any and all references in any Loan Document to any other Loan Document (other than the Note) by whatever nomenclature shall be deemed to refer to the referenced Loan Document as amended by this Fourth Amendment.

5. Extension of Facility Expiration Date. The Facility Expiration Date, as defined in Section 1.1 of the Loan Agreement, is amended and restated to mean December 31, 2012. All references to the Facility Expiration Date, or the maturity date of the Loan, in any other Loan Document shall be deemed to mean December 31, 2012.

6. Outstanding Principal Balance. Bank and Borrower acknowledge and agree as follows:

(a) The outstanding principal balance of the Loan as of the date hereof is \$5,177,931.27; and

(b) As of the date hereof the Loan is fully funded and no further Advances shall be disbursed.

7. Fixed Unit Prices. Exhibit C to the Loan Agreement (as amended by the Third Amendment), the schedule of Fixed Unit Prices, shall be amended and restated in its entirety by Exhibit C to this Agreement.

8. Warranties and Representations. Borrower makes the following representations and warranties to Bank:

(a) The recitals set forth above are true and correct;

(b) The Loan Documents as modified by this Fourth Amendment, are the legal, valid, binding, enforceable and collectible obligations of the respective parties thereto, and the Borrower has no existing claim, defense or right of offset, personal or otherwise, with respect to the Second Amended Note or any other Loan Document;

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(c) Each of the Borrower and East Lake Management & Development Corp., an Illinois corporation ("East Lake"), hereby represents and warrants, and by executing this Fourth Amendment is deemed to represent and warrant in its individual capacity, that it is duly organized and validly existing under the laws of Illinois and duly qualified to do business and in good standing in the State of Illinois. All actions required to be taken by each in connection with the execution, delivery and performance of this Fourth Amendment, have been taken, and the execution and delivery and performance of this Fourth Amendment, by each does not conflict with any organizational document of any such entity or with any agreement to which any such entity is subject;

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Bank in connection with the Loan from the date of the most recent financial statement received by Bank for such person or entity; and

(e) All information, documents, reports, statements, financial statements, and data submitted by or on behalf of Borrower in connection with the Loan, or in support thereof, are true, accurate, and complete in all material respects, to the best of Borrower's knowledge, information and belief, as of the date made and contain no knowingly false incomplete or misleading statements;

(f) As of the date hereof, no default exists under any Project Agreement; and

(g) All of the representation and warranties contained in Section 7 of the Loan Agreement are true and correct, and Borrower hereby remakes all of such representations and warranties as of the date hereof.

9. Fees, Expenses and Taxes. At the time of execution and delivery of this Fourth Amendment, the Borrower shall pay to Bank all reasonable costs, fees and expenses incurred by Bank in connection with this Fourth Amendment and any other outstanding costs, fees and expenses, including without limitation all reasonable legal fees and expenses and all fees for appraisals. Concurrently with the execution and delivery of this Fourth Amendment and the Second Amended Note, the Borrower shall pay to Bank an extension fee in the amount of \$24,539.66.

10. Ratification and Release. Each of Borrower and Guarantor hereby expressly waives, releases and absolutely and forever discharges Bank and its affiliates and their respective shareholders, directors, officers, employees, agents, attorneys and insurers, and the respective heirs, personal representatives, successors and assigns of any of the foregoing, from any and all liabilities, claims, demands, damages, actions and causes of action that Borrower or Guarantor may now have or has ever had prior to the date hereof, including, without limiting the generality of the foregoing, any and all liability, claims, demands, damages, actions and causes of action arising out of, or in any way connected with, the Loan, its administration, any prior modifications or extensions thereof, or any negotiations or discussions relating thereto.

11. Title Policy Date Down Endorsement. Upon the execution of this Fourth Amendment by all parties hereto, Bank shall cause (i) the recording of this Fourth Amendment in

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the records of the Recorder of Cook County, Illinois, and (ii) the delivery to Bank of a date-down endorsement to Commonwealth Land Title Insurance Company policy No. H65-0358389 (a) acknowledging the recording of this Fourth Amendment; (b) bringing forward the date of the policy to the date of the recording of this Fourth Amendment, and (c) showing no additional exceptions to title not previously accepted by Bank or otherwise acceptable to Bank in Bank's sole discretion.

12. Entire Agreement. This Fourth Amendment and the other Loan Documents and other agreements referenced herein and other agreements executed in connection herewith, set forth all of the covenants, promises, agreements, conditions and understandings of the parties hereto with respect to the matters described herein. No alteration, modification, amendment, change or addition to this Fourth Amendment shall be effective unless the same is in writing and signed by all of the parties hereto.

13. Not a Novation. It is the intent of the Borrower, Bank and Guarantor that this Fourth Amendment shall not constitute a novation or in any way adversely affect the lien or operation of the Mortgage and/or any other Loan Document with respect to the Premises.

14. No Waiver of Defaults. Each of Borrower and Guarantor acknowledge and agree that Bank, by entering into this Fourth Amendment, does not waive any Default or Event of Default that may now, or may hereafter exist under the Loan Agreement or any other Loan Document.

15. Consent and Reaffirmation of Guarantor. The Guarantor, for good and valuable consideration, hereby:

(a) consents to all of the terms and conditions contained in this Fourth Amendment and Second Amended Note;

(b) warrants and represents to Bank that the Guaranties and the Environmental Indemnity are the legal, valid, binding, enforceable and collectible obligations of the Guarantor, and Guarantor does not have any existing claim, defense or right of offset, personal or otherwise, with respect thereto; and

(c) agrees that none of the terms, conditions and agreements contained in this Fourth Amendment shall impair, prejudice, hinder or impede Bank's ability to exercise any rights or remedies it may have against the Guarantor.

16. No Waiver. No extension, postponement, forbearance, delay or failure on the part of Bank in the exercise of any power, right or remedy under the Loan Agreement, Mortgage, Second Amended Note or any other Loan Document or instrument executed in connection therewith or evidencing or securing the Loan, or at law or in equity, shall operate as a waiver thereof, nor shall a single or partial exercise of any power, right or remedy preclude other or further exercise thereof or the exercise of any other power, right or remedy. Neither the acceptance of any payment nor the making of any concession by Bank at any time during the existence of a default shall be construed as a waiver of any continuing default or of any of Bank's rights or remedies. All powers, rights and remedies of Bank shall be cumulative, and may be exercised simultaneously or from time to time in such order and manner as Bank may

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elect. No waiver of any condition or covenant of Borrower or of the breach of any such covenant or condition shall be deemed to constitute a waiver of any other covenant or condition or of any subsequent breach of such covenant or condition or justify or constitute a consent to or approval by Bank of any violation, failure or default by Borrower of the same or any other covenant or condition contained in the Second Amended Note or any other Loan Document.

17. Further Assurances. The Borrower covenants and agrees that until all indebtedness evidenced by the Second Amended Note has been paid in full, Borrower will upon the request of the Bank promptly perform or cause to be performed any and all acts, execute or cause to be executed any and all documents (including without limitation, estoppel certificates, subordination agreements, consents, financing statements and continuation statements) for filing or recording under the provisions of any applicable law or any other legal requirement which may be necessary or convenient to more effectively and completely carry out the intention of this Fourth Amendment.

18. Governing Law. This Fourth Amendment and the performance of all covenants, conditions and terms hereof shall be governed by and interpreted in accordance with the laws of the State of Illinois.

19. Captions. The captions and headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Fourth Amendment.

20. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

21. Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, but may not be assigned by Borrower except as expressly permitted under the Loan Agreement.

22. Severability. If any term, clause or provision of this Fourth Amendment or any Loan Document shall be determined by any court to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such term, clause or provision shall not affect the legality, validity or enforceability of the remainder thereof or of any other term, clause or provision hereof or in any such Loan Document, and this Fourth Amendment and each such Loan Document shall be construed and enforced as if such illegal, invalid or unenforceable term, clause or provision had not been contained herein or therein, and all covenants, obligations and agreements contained herein or in any Loan Document shall be enforceable to the full extent permitted by law.

23. Limited Modification. Except to the limited extent expressly provided herein, the Loan Agreement, the Second Amended Note, the Mortgage and each of the other Loan Documents shall remain unmodified, and all parties originally liable or obligated with respect thereto shall remain so liable or obligated with respect to such Loan Documents, as heretofore modified and as modified hereby. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Loan Documents, and nothing herein and nothing done pursuant

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hereto, shall affect or be construed to affect the lien, charge and encumbrance of, or warranty of title in, any of said Loan Documents, nor the priority thereof over other liens, charges, encumbrances or conveyances. This Fourth Amendment shall not release or affect the liability of any party or parties who may now or hereafter be liable under or on account of any of the Loan Documents. If any obligation of any party or parties who may now or hereafter be liable under or on account of any of the Loan Documents is determined to be void or unenforceable on account of this Fourth Amendment and/or the modification of the Loan Documents as contemplated by this Fourth Amendment, the Borrower, as an additional and independent obligation, hereby agrees to indemnify and hold harmless Bank against and from all loss, cost, damage or expense (including attorney's fees, whether or not litigation has been commenced and in all trial, bankruptcy and appellate proceedings) suffered or incurred by Bank as a result of any such obligation being void or unenforceable. Whenever possible, this Fourth Amendment shall be read to harmonize, rather than conflict, with any term or provision contained in the Loan Documents which is not specifically modified by this Fourth Amendment. This Fourth Amendment constitutes a modification and not a novation. In the event of any inconsistency between the terms and conditions of any Loan Document and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall govern and control.

24. Waiver of Strict Construction Against Drafting Party. Should any provision contained in this Fourth Amendment be subject to judicial interpretation, the parties agree that the court interpreting or considering such provision should not apply any presumption or rule of construction that the terms of a document be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Fourth Amendment through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

**[Signature Page Follows]**

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IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be effective as of the Effective Date.

**BORROWER:**

**EAST LAKE/WEST END HOME OWNERSHIP, LLC,**  
an Illinois limited liability company

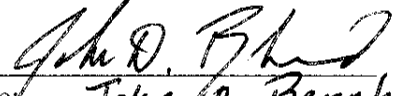
By: East Lake Management & Development Corp.,  
an Illinois corporation

Its: Member

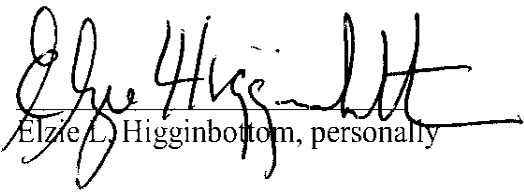
By:   
Elzie L. Higginbottom  
Its: President and CEO

**BANK:**

**JPMORGAN CHASE BANK, N.A.,**  
a national banking association

By:   
Name: John D. Bernhard  
Title: Vice President

**GUARANTOR:**

  
Elzie L. Higginbottom, personally



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STATE OF ILLINOIS )  
 )SS:  
COUNTY OF COOK )

I, Gloria J. Scardino, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that Elzie L. Higginbottom, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person on this 24th day of March, 2010, and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth in his capacity as the President and CEO of East Lake Management & Development Corp., an Illinois corporation, which corporation is the sole member of East Lake/West End Home Ownership, LLC, an Illinois limited liability company, on behalf of the limited liability company.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



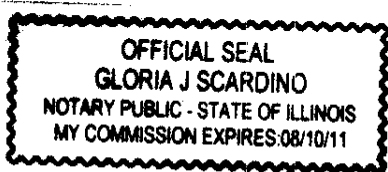
Gloria J. Scardino  
Notary Public

My Commission Expires:  
8-10-11

STATE OF ILLINOIS )  
 )SS:  
COUNTY OF COOK )

I, Gloria J. Scardino, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Elzie L. Higginbottom, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person on this 24th day of March, 2010, and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Gloria J. Scardino  
Notary Public

My Commission Expires:  
8-10-11

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STATE OF ILLINOIS        )  
  )SS:  
COUNTY OF COOK        )

I, Martha A Camarillo, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that John D. Bernhardt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person on this 26 day of March, 2010, and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth in his capacity as a VP of JPMorgan Chase Bank, N.A., a national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

M A Camarillo  
Notary Public

My Commission Expires:

12/04/10



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## EXHIBIT A

### LEASEHOLD REAL ESTATE

\*\*\*PARCEL 1: UNITS 1-218, 2-218, 1-220, 2-220, 1-222, 2-222, 1-224, 2-224, 1-320, 2-320, 1-322, 2-322, 2-324, 1-338, 2-338, 1-340, 1-342, 1-344 AND 2-344, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN WEST END CONDOMINIUM I AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 11, 2007 AS DOCUMENT NUMBER 0734515029 IN COOK COUNTY, ILLINOIS, WHICH UNITS AND COMMON ELEMENTS ARE COMPRISED OF PARTS OF:

(A) THE LEASEHOLD ESTATE CREATED BY GROUND LEASE I FOR A TERM OF 99 YEARS BEGINNING JUNE 1, 2006 AND ENDING ON MAY 31, 2105, ENTERED INTO BY THE CHICAGO HOUSING AUTHORITY AND EAST LAKE/WEST END HOME OWNERSHIP, LLC, DATED JUNE 1, 2006, AND RECORDED JUNE 9, 2006 WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0616032093, AS AMENDED BY ADD-ON AMENDMENT TO GROUND LEASE I (AMENDMENT NO. 1) DATED SEPTEMBER 28, 2006 AND RECORDED SEPTEMBER 28, 2006 AS DOCUMENT NUMBER 0627122135 WITH RESPECT TO THE DEMISED LAND, EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON, DEFINED AS FOLLOWS:

LOTS 4, 6 AND 9 IN EEE RESUBDIVISION BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B.W. THOMAS SUBDIVISION, G.M. BOGUE'S SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

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Legal Description – continued...

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

LOTS 4, 6 AND 9 IN EEE RESUBDIVISION BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B.W. THOMAS SUBDIVISION, G.M. BOGUE'S SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE II FOR A TERM OF 99 YEARS BEGINNING JUNE 1, 2006 AND ENDING ON MAY 31, 2105, ENTERED INTO BY THE CHICAGO HOUSING AUTHORITY AND EAST LAKE/WEST END HOME OWNERSHIP, LLC, DATED JUNE 1, 2006, AND RECORDED JUNE 9, 2006 WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0616032094, WITH RESPECT TO THE DEMISED LAND, EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON, DEFINED AS FOLLOWS:

LOT 16 IN EEE RESUBDIVISION BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B.W. THOMAS SUBDIVISION, G.M. BOGUE'S SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Continued...

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Legal Description – continued...

PARCEL 3:

OWNERSHIP, SUBJECT TO THE AFORESAID GROUND LEASE, OF THE BUILDINGS NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 2.

PERMANENT REAL ESTATE INDEX NUMBERS:

- 16-13-215-003 (PARCELS 2 AND 3 OF EXHIBIT A)
- 16-13-215-070-1001 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1002 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1003 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1005 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1006 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1007 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1008 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1009 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1010 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1011 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1012 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1014 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1017 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1018 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1019 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1020 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1021 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1022 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1023 (PARCEL 1 OF EXHIBIT A)
- 16-13-215-070-1024 (PARCEL 1 OF EXHIBIT A)

County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT B****FEE REAL ESTATE****Parcel 1:**

LOT 27 IN EEE RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B. W. THOMAS' SUBDIVISION, G.M. BOGUES SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2430 West Gladys Avenue, Chicago, Illinois

PINs: ~~16-13-221-025~~ 16-13-221-033

**Parcel 2:**

LOT 28 IN EEE RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B. W. THOMAS' SUBDIVISION, G.M. BOGUES SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2428 West Gladys Avenue, Chicago, Illinois

PINs: ~~16-13-221-025~~ 16-13-221-034

**UNOFFICIAL COPY****Parcel 3:**

LOT 31 IN EEE RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B. W. THOMAS' SUBDIVISION, G.M. BOGUES SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2418 West Gladys Avenue, Chicago, Illinois

PINs: ~~16-13-221-025~~ 16-13-221-037

**Parcel 4:**

LOT 32 IN EEE RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B. W. THOMAS' SUBDIVISION, G.M. BOGUES SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2416 West Gladys Avenue, Chicago, Illinois

PINs: ~~16-13-221-025~~ 16-13-221-037

**Parcel 5:**

LOT 35 IN EEE RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF CHAPMAN BROS. SUBDIVISION, B. W. THOMAS' SUBDIVISION, G.M. BOGUES SUBDIVISION AND CIRCUIT COURT PARTITION, ALL IN BLOCKS 6 AND 7 OF ROCKWELL'S ADDITION TO CHICAGO BEING THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2417 West Gladys Avenue, Chicago, Illinois

PINs: ~~16-13-222-034~~ 16-13-222-039

# UNOFFICIAL COPY

## EXHIBIT C

### FIXED UNIT PRICES

[Intentionally Deleted for Recording]

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