Doc#: 1017313008 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 06/22/2010 10:30 AM Pg: 1 of 15

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: Jay R. Goldberg Field and Goldberg, LLC 10 South LaSalle Street Suite 2910 Chicago, IL 60603

PERMANENT INDEX NO.:

13-22-202-004-0000

Chicago, IL 6064 i

3404 North Southport Avanue

ADDRESS OF PROPERTY:

4217-21 West in ing Park Road

Chicago, IL 60657

2519 West North Avenue Chicago, IL 60647

1214 Fairfield Road Glencoe, IL 60022 16-01-205-004-0000

14-20-311-053-0000

04-01-403-018-0000

FOURTH LOAN MODIFICATION AGREEMENT

THIS FOURTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 17th day of May, 2010 by and among FIRST EAGLE BANK, formerly known as First Eagle National Bank ("Lender"), 4217 W. IRVING PARK LLC, an Illinois limited liability company ("Borrower"), MO' GELT INC., an Illinois corporation ("Mo'gelt"), 2519 W. NORTH AVE. LLC, an Illinois limited liability company ("2519 North"), SARAH MILLER ("Sarah"), and STUART MILLER ("Stuart") and STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999 ("Stuart Miller Trust" and, together with Stuart, individually and collectively referred to as "Guarantors").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate (the "Irving Park Fremises") commonly known as 4217-21 West Irving Park Road, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 1 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mo'gelt is the owner of certain real estate (the "Southport Premises") commonly known as 3404 North Southport, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 2 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, 2519 North is the owner of certain real estate (the "North Avenue Premises" and, together with the Irving Park Premises and Southport Premises, herein individually and collectively called the "Premises") commonly known as 2519 West North Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 3 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Two Million Nine Hundred Thousand Dollars and No Cents (\$2,900,000.00) which was subsequently increased to Three Million Eighty Nine Thousand Dollars and No Cents (\$3,089,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of May 17, 2007 unless otherwise stated:

- (a) Non-Revolving Line of Credit Note (the "Note") made by Borrower in the stated principal sum of Two Million Nine Hundred Thousand Dollars and No Cents (\$2,900,000.00);
- (b) Guaranty of Completion (the "Completion Guaranty") made by Guarantors in favor of Lender;
- (c) Guaranty (herein, together with the Completion Guaranty, individually and collectively called the "Guaranty");
- (d) Mortgage (herein called the "Mortgage") made by Borrower, Mo'gelt and 2519 North to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0714542130;
- (e) Assignment of Rents and Leases (herein called the "Assignment of Rents") made by Borrower, Mo'gelt and 2519 North to Lender, recorded in the Recorder's Office as Document No. 0714542131;
- (f) Undated Uniform Commercial Code Financing Statements made by Borrower, Mo'gelt and 2519 North, as debtors, to Lender, as secured party, which were recorded in the Recorder's Office as Document No. 0714542132 and filed with the Illinois Secretary of State as Document No. 1215434;
- (g) Loan Modification Agreement dated May 17, 2008 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's Office as Document No. 0817634092;

- (h) Second Loan Modification Agreement dated November 17, 2008 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's office as Document No. 0836529006;
- (i) Third Loan Modification Agreement dated August 17, 2009 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's office as Document No. 0926631136;
- (j) Pledge Agreement dated August 17, 2009 made by Stuart in favor of Lender; and
- (k) Undated Uniform Commercial Code Financing Statement made by Stuari, as debtor, to Lender, as secured party, which was filed with the Illinois Secretary of State as Document No. 1215434; and

WHEREAS, Stuart and Sarah are the owners not as joint tenants or tenants in common but as tenants by the entirety of certain real estate (the "Glencoe Premises") commonly known as 1214 Fairfield Road, which is located in the Village of Glencoe, County of Cook, State of Illinois and more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Stuart and Sarah are financially and otherwise substantially interested in Lender agreeing to extend the maturity date of the Loan and have agreed not as joint tenants or tenants in common but as tenants by the entirety to provide Lender with a fourth mortgage and assignment of rents (the "Glencoe Mortgage") on the Glencoe Premises as additional collateral further securing the Loan, and Lender has agreed to accept the Glencoe Mortgage as additional collateral; and

WHEREAS, the current outstanding principal balance of the Loan is Three Million Seventy Thousand Five Hundred Ninety Four Dollars and No Cents (\$3,070,594.00); and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. <u>Preambles</u>. The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

- 2. <u>Definitions</u>. All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
- 3. <u>Payment of Fee</u>. For and as additional consideration of Lender agreeing to enter into this Agreement, Borrower shall pay Lender a fee of Seven Thousand Six Hundred Seventy Six Dollars and No Cents (\$7,676.00).
- 4. Additional Collateral. The Glencoe Premises are hereby added as additional collateral securing the Loan and this Agreement shall be construed as a fourth mortgage and assignment of rents on the Glencoe Premises. Any reference to Premises in the Loan Documents, including but not limited to the Mortgage and Assignment of Rents, shall mean and refer individually and collectively to the Irving Park Premises, the Southport Premises, the North Avenue Premises and the Glencoe Premises.
- 5. Amendment to Note. In addition to any other modifications contained in this Agreement, the terms of the Note are hereby amended as follows:
 - (a) Subsection 3.F is deleted in its entirety and is replaced with the following:

"Regular Rate" shall mean interest payable at the rate equal to the **greater of:** (i) Prime Rate plus One Percent (1%) per annum, or (ii) Seven Percent (7%) per annum.

- (b) The Maturity Date of the Note shall be November 17, 2011.
- (c) Any forbearance by Lender in exercising any right or remedy under the Note, the Mortgage, or any other Loan Documents or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all officer payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the Loan Documents with respect to Borrower's obligations under the Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.
- 6. <u>Amendment to Mortgage</u>. In addition to any other modifications contained in this Agreement, the terms of the Mortgage are hereby amended as follows:
 - (a) The first paragraph after Subsection D on page 5 of the Mortgage is deleted in its entirety and is replaced with the following:

provided that the aggregate of the Indebtedness Hereby Secured shall at no time exceed One Hundred Million Dollars and No Cents (\$100,000,000.00).

- (b) Mortgagor waives any and all rights to a trial by jury.
- (c) The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
- Amendment to Guaranty. The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
- 8. <u>Continued Priority</u>. In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, <u>nunc protunc</u>, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the and that the priority of the Loan Documents shall not be impaired.
- 9. <u>Title Insurance</u>. Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to (i) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286546 F1, (ii) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286549 F1, and (iii) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286558 F1, (herein individually and collectively called the "Title Policies"), which endorsements shall be acceptable to Lender and shall guarantee as of the date hereof that.
 - (a) there are no exceptions to title except (a) the exceptions to title other than real estate taxes reflected on the Title Policies, and (b) general real estate taxes for the year 2009 (second installment) and subsequent years;
 - (b) reflects the recording of this Agreement; and
 - (c) re-dates the effective date of the Title Policy to the date of recording of this Agreement;

together with such other endorsements required by Lender.

In addition Borrower shall provide to Lender a mortgagee's title insurance policy (the "Glencoe Title Policy") which Glencoe Title Policy properly reflects this Agreement as

Lender's fourth mortgage and assignment of rents on the Glencoe Premises, which Glencoe Title Policy shall be acceptable to Lender in Lender's sole discretion.

- 10. <u>Lender Expenses</u>. Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.
- Mon-Waiver. In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.
- approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.
- Release. Borrower, Sarah, Mogelt, 2519 North and Guarantors and any 13. other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters

described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement

14. <u>Joinder of Guarantors</u>. Guarantors have entered into this Agreement for the purpose of ratifying and confirming Guarantors' obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

(Signature Page Follows)

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

	as First Eagle National Bank	2519 W. NORTH AVE. LLC, an Illinois
	ao i not Eagle National Bank	limited liability company
	By: BRAUN BRAUN	By:
	Name: ACHARY BRAUN Title: TYP	Stuart Miller, Manager
	4217 W. IRVING PARK LLC, an Illinois limited liability sympany	Silling
	minted habites annipally	SARAH MILLER
	By:	
/	Stuart Miller, Manager	STUART MILLER
	No.	
	MO'GELT INC., an Illinois corporation	STUART MILLER DECLARATION OF
		TRUST DATED FEBRUARY 2, 1999
	Bv: // // /	and the second s
	Stuart Miller President	By:
	Stuart Miller, President	By: Stuart Miller Tryoto
		By: Stuart Miller Frustee
		Stuart Miller Trustee
		Stuart Miller, Trustee

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UNOFFICIAL COPY

STATE OF ILLINOIS)		
COUNTY OF COOK) SS		
I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that ZACHAM SCAULE, the HSST U.C. of FIRST EAGLE BANK, formerly known as First Eagle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said FIRST EAGLE BANK for the uses and purposes therein set forth.		
Given under my hand and notarial seal this 17th day of JUNE, 2010.		
Many Sillichten Notary Public		
"OFFICIAL SEAL" MARY E. SCHLICHTER Notary Public, State of Illinois My Commission Expires 08/13/11		
C/Oppinion of the contract of		

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Manager of **4217 W. IRVING PARK LLC**, **an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **4217 W. IRVING PARK LLC** for the uses and purposes therein set forth.

Given under my hand and notarial seal this

_day of _______, 2010.

Notary Public

STATE OF ILLINOIS

, ss

"OFFICIAL SEAL"
ZACHARY A. BRAUN
Notary Public, State of Illinois
My Commission Expires 07/01/13

COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the President of **MO'GELT INC.**, an **Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **MO'GELT INC**. for the uses and purposes therein set forth.

Given under my hand and notarial seal this

day of

2040

Notary Public

"OFFICIAL SEAL"
ZACHARY A. BRAUN
Notary Public, State of Illinois
My Commission Expires 07/01/13

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STATE OF ILLINOIS)) SS	
COUNTY OF)	
hereby certify that Stuart I limited liability company subscribed to the foregoin and acknowledged that he and as the free and volume purposes therein set forth.	a Notary Public in and for the County and State aforesaid, do Miller, the Manager of 2519 W. NORTH AVE. LLC, an Illinois, personally known to me to be the same person whose name is g instrument as such Manager, appeared before me in person delivered the said instrument as his own free and voluntary act stary act of said 2519 W. NORTH AVE. LLC for the uses and and and notarial seal this	
4		
STATE OF ILLINOIS COUNTY OF	Notary Public "OFFICIAL SEAL" ZACHARY A. BRAUN Notary Public, State of Illinois My Commission Expires 07/01/13	
	4	
I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that SARAH MILLER, personally known to nie to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.		
Given under my ha	and and notarial seal this day of, 2010.	
	Notany Public	
	Notary Public "OFFICIAL SEAL" ZACHARY A. BRAUN Notary Public, State of Illinois My Commission Expires 07/01/13	

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STATE OF ILL INOIS

COUNTY OF) ss)
hereby certify that STUAR whose name is subscribed t acknowledged that he signe	A Notary Public in and for the county and state aforesaid, do T MILLER, personally known to me to be the same person to the foregoing instrument, appeared before me in person and d, sealed and delivered the said instrument as his own free and nd purposes therein set forth.
<i>X</i> 5,	d and notarial seal this 17 day of 2010.
De Pri	283
	Notary Public
STATE OF ILLINOIS COUNTY OF	"OFFICIAL SEAL" ZACHARY A. BRAUN Notary Public, State of Illinois My Commission Expires 07/01/13

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Trustee of the **STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999** for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of 2010.

Notary Public

"OFFICIAL SEAL"
ZACHARY A. BRAUN
Notary Public, State of Illinois
My Commission Expires 07/01/13

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EXHIBIT A

Legal Description of Irving Park Premises, Southport Premises and North Avenue Premises

Parcel 1:

Lot 2 (except the West 25 feet thereof) and Lot 3 in the resubdivision of Lots 1, 4, 5, 8 and 9 (except the South 6 feet of said Lot 9) in Block 32 in Irving Park, according to the plat of said resubdivision recorded May 16, 1900 in Book 78 of Plats Page 37 as Document Number 2961992, of Sections 15 and 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 4217-21 West Irving Park Road, Chicago, IL 60641

Permanent Index No.: 13-22-202-004-0000

AND

Parcel 2:

That part of Lot 27 in Block 8 in Lane Park Addition to Lakeview in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

That property and space contained within and between that certain horizontal plane located 19.72 feet above Chicago City Datum and that certain other horizontal plane located 33.99 feet above Chicago City Datum lying within the boundaries projected vertically of that part of Lot 27 in Block 8 in Lane Park Addition to Lakeview in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cool, County, Illinois described as follows:

Commencing at a point on the North line of said Lot 27, distant 82.90 feet West from the Northeast corner thereof; thence South along a line making an angle of 89 degrees 35 minutes 11 seconds measured clockwise, East to South from the said incriting of Lot 27, a distance of 0.19 feet to a point on the exterior face of four story brick, and concrete building commonly known as 3404 North Southport Avenue in Chicago; thence continuing South along the last described course extended, a distance of 0.87 feet to a point on the vertical line of intersection of the interior faces of two walls of said building, being the point of beginning of the parcel herein described; thence along the interior faces of the walls of the enclosed spaces described herein, the following courses and distances: East at right angles to the last described course, a distance of 75.51 feet; South at right angles to the last described course, a distance of 1.38 feet; East at right angles to the last described course, a distance of 1.69 feet; East at right angles to the last described course, a distance of 2.95 feet; South at right angles to the last described course, a distance of 1.12 feet; East at right angles to the last described course, a distance of 1.12 feet; East at right angles to the last described course, a distance of 1.12 feet; East at right angles to the last described course, a distance of 1.12 feet; East at right angles to the last described course, a distance of 1.85 feet; South at right angles to the last

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described course, a distance of 13.30 feet; West at right angles to the last described course, a distance of 0.84 feet; South at right angles to the last described course, a distance of 3.31 feet; North at right angles to the last described course, a distance of 1.55 feet; West at right angles to the last described course, a distance of 1.07 feet; West at right angles to the last described course, a distance of 1.07 feet; South at right angles to the last described course, a distance of 0.93 feet; West at right angles to the last described course, a distance of 24.68 feet; South at right angles to the last described course, a distance of 7.34 feet; West at right angles to the last described course, a distance of 6.84 feet; North at right angles to the last described course, a distance of 7.34 feet; West at right angles to the last described course, a distance of 3.30 feet; West at right angles to the last described course, a distance of 3.30 feet; West at right angles to the last described course, a distance of 3.30 feet; West at right angles to the last described course, a distance of 3.77 feet to the point of beginning;

and

That part of said Lot 27 described as follows:

Commencing at a point on the South line of said Lot 27 a distance of 82.76 feet West from the Southeast corner thereof, being also the Southwest corner of said four story brick and concrete block building; thence North along a line making an angle of 90 degrees 21 minutes 48 seconds, measured counter-clockwise, East to North from the said South line of Lot 27, being along the exterior face of said building, a distance of 4.02 feet to the point of beginning of the parcel herein described; West at right angles to the last described course, a distance of 3.50 feet; North at right angles to the last described course, a distance of 2.54 feet; North at right angles to the last described course, a distance of 2.54 feet; North at right angles to the last described course, a distance of 15.91 feet; East at right angles to the last described course, a distance of 5.92 feet to the aforesaid exterior face of wall of said building; thence South along the exterior face of said wall a distance of 18.77 feet to the point of beginning.

Address of Property: 3404 North Southport Avenue, Chicago, L 60657

Permanent Index No.: 14-20-311-053-0000

AND

Parcel 3:

Lot 8 in Block 3 in Winslow, Jacobson and Tallman's Subdivision of the Northeast ¼ of the Northeast ¼ of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 2519 West North Avenue, Chicago, IL 60647

Permanent Index No.: 16-01-205-004-0000

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EXHIBIT B

Legal Description of Glencoe Premises

Lot 10 (except the South 90 feet thereof) and all of Lot 11 in Westwood Acres, being a subdivision in the west ½ of the Southeast ¼ of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1214 Fairfield Road, Glencoe, IL 60022

Permanent index No.: 04-01-403-018-0000