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Doc#: 1020118004 Fee: \$102.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2010 10:06 AM Pg: 1 of 13

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:
Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

Property of Cook County

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 1st day of July, 2010, by and among **2000 W. Greenleaf, LLC**, an Illinois limited liability company ("Borrower"), **Daniel Herlo, Ioan Lohan, Vasile Mois** (each of the foregoing, except Borrower, is individually referred to as a "Guarantor", and are collectively referred to as the "Guarantors"), **Chicago Title Land Trust Company, successor trustee to Fifth Third Bank, successor trustee to Grand Premier Trust & Investment, Inc., as Trustee under Trust Agreement dated April 10, 1998, and known as Trust No. 6003800** ("Trustee") and **Ecaterina Mois** (Borrower, Guarantors, Trustee and Ecaterina Mois are hereinafter collectively referred to as the "Obligors") and **Ravenwood Bank** ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender that certain amended and restated mortgage note dated as of October 24, 2008 in the original principal sum of Two Million Six Hundred Sixty-Six Thousand and no/100 Dollars (\$2,666,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of April 24, 2006, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0611618084 (the "Greenleaf Mortgage") encumbering property commonly known as 2000-2008 W. Greenleaf and 7046-7056 North Damen Avenue, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Greenleaf Premises");
- (ii) assignment of rents and of lessor's interest in leases dated as of April 24, 2006 made by Borrower in favor of Lender, encumbering the Greenleaf Premises, recorded in the Recorder's Office as Document No. 0611618085 (the "Greenleaf Assignment of Rents");

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NCS 379740B

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- (iii) guaranty dated as of April 24, 2006 made by Guarantors in favor of Lender (the "Guaranty");
- (iv) environmental indemnity agreement with regard to the Greenleaf Premises dated as of April 24, 2006 made by Obligors in favor of Lender;
- (v) construction loan agreement with regard to the Greenleaf Premises dated as of April 24, 2006 between Borrower and Lender (the "Loan Agreement");
- (vi) security agreement and assignment of contractual agreements affecting real estate with regard to the Greenleaf Premises dated as of April 24, 2006 made by Borrower in favor of Lender;
- (vii) assignment of sales contracts and security agreement with regard to the Greenleaf Premises dated as of April 24, 2006 made by Borrower in favor of Lender;
- (viii) UCC-1 financing statement, authorized by Borrower, as debtor, in favor of Lender, as secured party;
- (ix) mortgage and security agreement dated as of October 24, 2008 from Trustee, as mortgagor, in favor of Lender, as mortgagee (the "Devon Mortgage"), recorded in the Recorder's Office as Document No. 0901331016, encumbering property commonly known as 1320-1324 W. Devon and 6403-6407 N. Wayne, Chicago, Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Devon Premises");
- (x) assignment of rents and of lessor's interest in leases dated as of October 24, 2008 from Trustee, Robert Oberheide, Margery Oberheide, Vasile Mois and Ecaterina Mois, in favor of Lender, encumbering the Devon Premises recorded in the Recorder's Office as Document No. 0901331017 (the "Devon Assignment of Rents"); and
- (xi) collateral assignment of beneficial interest and security agreement dated as of October 24, 2008, made by Vasile Mois and Ecaterina Mois, collectively, in favor of Lender, encumbering the Devon Premises (the "Collateral AB").

WHEREAS, the Loan Documents were previously modified pursuant to and certain modification agreement dated as of October 24, 2008, by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0900739018, whereby among other modifications, (i) the principal amount of the loan was increased by \$153,769.28, and the Note was executed and delivered to Lender as a renewal of and replacement and substitution for that certain mortgage note dated April 24, 2006 in the original principal amount of \$4,932,000.00 executed by Borrower in favor of Lender, (ii) the maturity date of the loan was extended to October 24, 2009, (iii) the interest rate charged on the loan was adjusted, and (iv) the minimum release prices for the condominium units were adjusted.

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WHEREAS, pursuant to that certain assignment of beneficial interest dated on December 18, 2008, Robert Oberheide and Margery Oberheide assigned their collective fifty percent (50%) beneficial interest in Trustee to Vasile Mois and Ecaterina Mois.

WHEREAS, the Loan Documents were previously modified pursuant to that certain second modification agreement dated as of October 24, 2009, by and between Obligors and Lender, recorded in the Recorder's Office as Document No. 1002144099, whereby among other modifications, (i) maturity date of the Note was extended to July 24, 2010, (ii) the interest rate floor on the Note was adjusted, and (iii) the release fees to be paid upon the release of each of the various parcels of collateral securing the repayment of the Note were adjusted.

WHEREAS, Obligors are desirous of extending the maturity date of the Note to July 24, 2011, and Lender is willing to consent to such request, subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Greenleaf Mortgage held by Lender is a valid, first and subsisting lien on the Greenleaf Premises and that the execution of this Modification Agreement will not impair the lien of said Greenleaf Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Greenleaf Mortgage held by Lender that will not be paid in full and released concurrently herewith (in breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. As of the date hereof, the construction loan evidenced by the Note has been fully disbursed, and the total outstanding principal balance of the Note is \$630,824.86. Effective as of the date hereof, the Note is hereby modified as follows:
 - a. The date "July 24, 2010" as it appears in the first paragraph on page 1 is deleted and replaced with the date "July 24, 2011".
 - b. The phrase "July 24, 2010 (the "Maturity Date")" as it appears in the third paragraph on page 1 is deleted and replaced with the phrase "July 24, 2011 (the "Maturity Date")".
 - c. The second sentence of the first full paragraph on page 2 of the Note, which paragraph commences with "All payments on account of...", is hereby amended and restated in its entirety to read as follows: "Interest shall be payable on the basis of a year consisting of three hundred sixty-five (365) days and charged for the number of days actually elapsed."
3. The Greenleaf Mortgage is hereby modified by deleting the date "July 24, 2010" as it appears in the first "Whereas" paragraph on page 1, and replacing it with the date "July 24, 2011".
4. The Devon Mortgage is hereby modified by deleting the date "July 24, 2010" as it appears in the first "Whereas" paragraph on page 1, and replacing it with the date "July 24, 2011".

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5. The Loan Agreement is hereby modified by deleting the phrase "July 24, 2010 (the "Maturity Date")" as it appears in section 8.1, and replacing it with the phrase "July 24, 2011 (the "Maturity Date")".

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby amended, and this Modification Agreement. Each reference in the Note and the Loan Documents to the term "Maturity Date" shall hereafter mean July 24, 2011.

7. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note, as hereby amended, and the other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Note, as hereby amended, shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Note, as hereby amended, and the other Loan Documents, to forgive or waive any violation, default or breach under the Note, as hereby amended, or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee for this current loan modification in the amount of \$6,308.25, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Note).

9. The Greenleaf Premises described in the Greenleaf Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Greenleaf Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Greenleaf Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, as hereby amended, or any of the Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Note, the Guaranty and the other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he, she or it have no defenses,

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claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, the Guaranty and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

15. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before July 16, 2010 (the "Modification Termination Date"):

a. An endorsement to First American Title Insurance Company Loan Policy No. NCS-223061-CH12 (the "Greenleaf Title Policy") which (i) amends the description of the Greenleaf Mortgage insured under the Greenleaf Title Policy to include this Modification Agreement, (ii) amends the description of the Greenleaf Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Greenleaf Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Greenleaf Premises which are due and payable as of the date of such endorsement have been paid in full;

b. An endorsement to First American Title Insurance Company Loan Policy No. NCS-378746-CHI2 (the "Devon Title Policy") which (i) amends the description of the Devon Mortgage insured under the Devon Title Policy to include this Modification Agreement, (ii) amends the description of the Devon Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Devon Title Policy to the date

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of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Devon Premises which are due and payable as of the date of such endorsement have been paid in full;

c. Certified copy of land trust agreement showing Lender's Collateral ABI as lodged; and

d. Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

16. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

BORROWER:

2000 W. GREENLEAF, an Illinois limited liability company

By:

Daniel Herlo
Daniel Herlo, a member

By:

Vasile Mois
Vasile Mois, a member

GUARANTORS:

Daniel Herlo
DANIEL HERLO, individually

Vasile Mois
VASILE MOIS, individually

ECATERINA MOIS:

Ecaterina Mois
ECATERINA MOIS, individually

IOAN LOHAN, individually

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

TRUSTEE:

CHICAGO TITLE LAND TRUST COMPANY, not personally, but as successor trustee as aforesaid *WTIA # 6003800*

By:

Mary M. Bray

Name:

MARY M. BRAY

Its:

Trust Officer

LENDER:

RAVENSWOOD BANK

By:

Elin Aulland

Its:

President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL HERLO and VASILE MOIS personally known to me as members of 2000 W. GREENLEAF, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such members of said limited liability company, pursuant to authority, given by the members of said limited liability company, as their own and 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 notarial seal this 8th day of July, 2010.

Charles E Eck
Notary Public

My Commission Expires: 9/30/2013



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL HERLO, 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 own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, 2010.

Charles E Eck
Notary Public

My Commission Expires: 9/30/2013



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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IOAN LOHAN, 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 own free and voluntary act, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

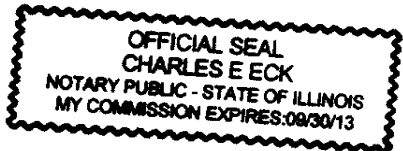
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that VASILE MOIS, 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 own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, 2010.

Charles E Eck
Notary Public

My Commission Expires: 9/30/2013



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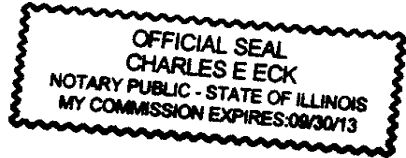
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ECATERINA MOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, 2010.

Charles E Eck
Notary Public

My Commission Expires: 9/30/2013



STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS
)
)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY MARY M. BRAY, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said land trust company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of July, 2010.



Eva Higi
Notary Public

My Commission Expires: _____

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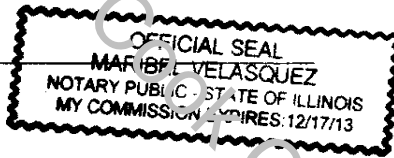
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Zac W. Hubbard, of RAVENSWOOD BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said bank.

Given under my hand and notarial seal this 9th day of July, 2010.

Maribel S
Notary Public

My Commission Expires:



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EXHIBIT "A"

Legal Description – Greenleaf Premises

Original Legal Description:

PIN: 11-31-107-024-0000

ADDRESS: 2000-08 West Greenleaf Avenue and 7046-56 North Damen Avenue, Chicago, Illinois 60626

LOTS 20 AND 21 (EXCEPT THE EAST 90 FEET OF THE NORTH 40 FEET) IN BLOCK 21 IN ROGERS PARK, A SUBDIVISION IN SECTIONS 30, 31, AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Current Legal Description (remaining collateral):

PIN:	11-31-107-030-1005 (Unit 2004-1)	11-31-107-030-1014 (Unit 7046-G)
	11-31-107-030-1026 (Unit 7052-3)	11-31-107-030-1027 (Unit 7054-1)
	11-31-107-030-1018 (Unit 7048-1)	11-31-107-030-1030 (Unit 7056-G)

ADDRESS: 2000-08 West Greenleaf Avenue and 7046-56 North Damen Avenue, Chicago, Illinois 60626

PARCEL 1:

UNITS 2004-1, 7046-G, 7048-1, 7052-3, 7054-1 AND 7056-G TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE BLOND CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0702415159, IN SECTIONS 30, 31 AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE SPACES, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

Legal Description – Devon Premises

PIN: 11-32-329-040-0000

ADDRESS: 1320-1324 W. Devon and 6403-3407 N. Wayne, Chicago, Illinois 60660

LOTS 17 AND 18 IN BLOCK 4 IN A.T. GALT'S EDGEWATER GOLF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.