This instrument prepared by and after recording should be returned to:

Clark Hill PLC 150 North Michigan Ave Suite 2700 Chicago, Illinois 60601 Attention: Thomas L. Vicario, Esq.

PIN: 19-03-400-024-0000

Common Address: 4344 W. 45th Street, Chicago, Illinois 60641



Doc#: 1023718021 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/25/2010 11:25 AM Pg: 1 of 16

MODIFICATION OF MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASUS AND FIXTURE FILING

This Modification of Mortgage, Security Agreement, Assignment of rents and Leases and Fixture Filing (this "Modification") is executed and delivered as of the 26 day of May, 2010, by ("Trustee"), under a Trust Agreement dated May 5 1989 and known as Trust Number 12116; OLIVER B. FIFER AND ROBERT J. MCGEE, JR., 25 beneficiaries under the Trust (together, "Beneficiary"); ROBERT J. McGEE, JR. (individually), THERESE McGEE (individually), OLIVER B. FIFER (individually) and OLIVER FIFER (individually) (the Trustee, the Beneficiary, and each of the referenced individuals are collectively, the "Mortgaf, or"), ROBERT J. MCGEE, JR. ("McGee") and OLIVER B. FIFER ("Fifer", and together with McGee "Guarantors"), and FIFTH THIRD BANK, an Ohio banking corporation, its successors and assigns ("Londer").

WITNESSETH:

WHEREAS, II IN ONE CONTRACTORS, INC., an Illinois corporation ("Contractors"), II IN ON REBAR, INC., an Illinois corporation ("Rebar"), II IN ONE CONTRACTORS/REBAR A JOINT VENTURE, a joint venture between Contractors and Rebar ("Joint Venture") and 43-44-45 BUILDING PARTNERSHIP, an Illinois general partnership ("Building Partnership", and together with Contractors, Rebar and Joint Venture, collectively, "Borrowers") Borrowers and Lender entered into that certain Loan and Security Agreement, dated as of October 26, 2006 (the "Original Closing Date"), as amended by that certain First Amendment to Loan and Security Agreement and Other Loan Documents dated as of November 9, 2006, as amended by that Second Amendment to Loan and Security Agreement and Other Loan Documents dated as of October 2, 2007, as amended by that certain Third Amendment to Loan and Security Agreement and Other Loan Documents dated as of October 26, 2008 and as amended by that certain Fourth Amendment to Loan and

Security Agreement dated as of January 26, 2009 (as so amended, and as such may have been or may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the parties hereto desire to restructure the existing debt, by amending and restating the Loan Agreement, as in effect immediately prior to the date hereof (as so amended, the "Existing Agreement"), in its entirety as provided herein while maintaining all preferences and priorities currently held by Lender; and

WHEREAS, Borrowers desires to borrow funds and obtain other financial accommodations from Lender; and

WHEREAS, pursuant to Borrowers' request, Lender is willing to extend such financial accommodations to Borrowers under the terms and conditions set forth in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, Mortgagor previously executed and delivered that certain Mortgage, Security Agreement Assignment of Rents and Leases and Fixture Filing (the "Mortgage") on October 26, 2006 to Lender to secure the existing debt pursuant to the Existing Agreement encumbering the real property legally described on Exhibit A attached hereto and incorporated herein by this reference, which Mortgage was recorded on October 30, 2006, as Document Number 0630345048, in the Recorder of Deeds Office in Cook County, Illinois, on November 1, 2006 as Document Number 2096K120030 in the Recorder of Deeds Office in Kane County, Illinois on November 1, 2006 as Document Number 20067632 in the Recorder of Deeds Office in Kankakee County, Illinois.

WHEREAS, Mortgagee and Lender desire to amend the terms of the Mortgage to continue the encumbrance of the Mortgage against a certain parcel of real estate described on Exhibit A to secure the restructured existing debt as set forth in the Loan Agreement, and to release certain parcels of the real estate described on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration are hereby acknowledged, Mortgager hereby covenants unto and agrees with Lender as set forth in this Mortgage.

- 1. Release of Mortgage: The real estate legally described in Exhibit ? ("Released Property", attached hereto and incorporated herein by this reference, is hereby released from the lien of the Mortgage. Lender agrees to prepare and deliver to Mortgagee a Release Deed for the Released Property contemporaneously with the execution of this Modification.
- 2. <u>Representations and Warranties of Borrower</u>. Borrower hereby represents, covenants and warrants to Lender as follows:
- a. The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents, as defined in the Loan Agreement, are true and correct as of the date hereof.

- b. There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.
- c. The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- d. There has been no material adverse change in the financial condition of Mortgagor, Guarantors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- e. As of the date hereof, Mortgagor have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein. Mortgagor hereby waives, discharges and forever releases Lender and its employees, officers, directors, attorneys, stockholders, successors and assigns (the "Released Parties") from and of any and all claims, causes of action, allegations or assertions that have, had, or may have had at any time up through and including the date of this Modification against any or all of the Released Parties relating to the Loan Documents or Lender's actions or omissions in connection with the Loan, regardless of when any of such claims, causes of action, allegations or assertions arose.
- f. Mortgagor is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Modification has been duly executed and delivered on behalf of Mortgagor.
- 3. <u>Title Policy</u>. Mortgagor shall, at its sole cost and expense, cause Commonwealth Land Title Insurance Company to issue an endorsement to Lender's title insurance policy number MPG 32-11138962 (8009359) (the "<u>Title Policy</u>"), as of the date this Modification is recorded, reflecting the recording of this Modification and insuring the first priority of the lien of the Mortgage with respect to the Property, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

4. Miscellaneous.

- a. This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.
- b. This Modification shall not be construed more strictly against Lender than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor and Lender have contributed substantially and materially to the preparation of this Modification, and Mortgagor and Lender each acknowledge(s) and waive(s) any claim contesting the existence and the adequacy of the consideration given by the other in entering into

this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

- c. Mortgagor and Lender each acknowledge(s) that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Modification. Except as expressity modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- d. This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- e. Any references to the "Mortgage" contained in any of the Loan Documents shall be deemed to refer to the Mortgage as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- f. This Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.
- 5. Customer Identification USA Patriot Act Notice: OFAC and Bank Secrecy Act.

 Lender hereby notifies Mortgagor and each Guarantor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is requited to obtain, verify and record certain information and documentation that identifies Mortgagor and each Guarantor, which information includes the name and address of Mortgagor and such Guarantor and such other information that will allow Lender to identify Mortgagor and such Guarantor in accordance with the Act. In addition, Mortgagor shall (a) ensure that no person who owns a controlling interest in or otherwise controls Mortgagor or any subsidiary of Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable, Bank Secrecy Act ("BSA") laws and regulations, as amended.
- 6. <u>Trustee's Exculpation</u>. This Modification is executed by the Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such

Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Modification, all such liability being expressly waived by the Lender and by every person now or hereafter-claiming any right or security hereunder, and the owner of any of the Indebtedness (as defined in the Mortgage) or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.

Pemainder of page intentionally left blank signature page follows]

IN WITNESS WHEREOF this Modification has been duly executed and delivered as of the Marquette Bank, FINIA day and year first above written. Marquette National Bank **MORTGAGOR:** MARQUETTE NATIONAL BANK, an Illinois banking corporation not personally, but solely as Trustee under Trust Agreement dated May 5, 1989, and know as Trust Number 12116 DOOR COOK By: Name. Glenn E Skinner Jr ASSISTANT VICE PRESIDENT Title: JR. (individually) (individually)

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UNOFFICIAL COPY

••	STATE OF ILLINOIS)			
	COUNTY OF COOK) S.S.)			
	aforesaid, DO HEREE MARQUETTE NATIO me to be the same person me this day in person a his/her own free and volution. GIVEN under my "OFFICIAL MARY GO Notary Public, St. My Commission Ex	and acknowledge that intary act for the uses a hand and notarial seal SEAL" DINEZ ate of line is	ois banking corporations banking corporations is been to the foregoing in the second and deputy of the purposes therein second purposes the second purpose the second purposes the second purpose the second	on, is personally instrument, appealivered said inset forth. MAY Public	vice PRESIDENT y known to ared before strument as , 2010.
				Oge	

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The undersigned	a Notary Public in and for the said County :
COUNTY OF COOK) S.S.
STATE OF IFFINOIS)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. McGEE, JR., who is 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 there set forth.

GIVEN under my hand and notarial seal this 26 day of MA, 2010.

Notary Public

My Commission Expires:

OFFICIAL SEAL
EDWARD T. BODINET
Notary Public - State of Illinois
My Commission Expires Jun 26, 2012

STATE OF ILLINOIS
)
S.S.

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that THERESE J. McGEE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, approach 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 there set forth.

GIVEN under my hand and notarial seal this 26th day of 1/2, 2010.

that I Bus

Notary Public

My Commission Expires:

FUNDED TO SEAL

ED MARD T. BODINET

Notary Public - State of Illinois

My Commission Expires Jun 26, 2012

6-26-12

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STATE OF ILLINOIS)
COUNTY OF COOK) S.S.)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER B. FIFER, who is 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 there set forth.

GIVEN under my hand and notarial seal this 21th day of MAY, 2010.

OFFICIAL SEAL

Notary Public Notary Public - State of Illinois

My Commission Expires:

6-26-12

STATE OF ILLINOIS) S.S. COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER FIFER, who is 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 is his own free and voluntary act, for the uses and purposes there set forth.

GIVEN under my hand and notarial seal this 2th day of MAY, 2010.

Notary Public

My Commission Expires:

6-26-12

OFFICIAL SEAL
EDWARD T. BODINET
Notary Public - State of Illinois
My Commission Expires Jun 26, 2012

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STATE OF ILLINOIS)	
COUNTY OF COOK) S.S.	
•	
I, a Notary Public in and for the said County aforesaid, DO HEREBY CERTIFY that, the of I BANK, an Ohio banking corporation, is personally known to me to be the same person subscribed to the foregoing instrument, appeared before me this day in person and ack he/she signed and delivered said instrument as his/her own free and voluntary act for purposes therein set forth.	FIFTH THIRD whose name is
GIVE: under my hand and notarial seal this day of, 20	010.
Notary Public	-
My Commission Expires:	
04	
STATE OF ILLINOIS)	
COUNTY OF COOK) 5.5.	
STATE OF ILLINOIS) STATE OF ILLINOIS) SS.S. COUNTY OF COOK) The undersigned, a Notary Public in and for the soid County, in the State af HEREBY CERTIFY that ROBERT J. McGEE, JR., who is personally known to me to person whose name is subscribed to the foregoing instrument, appeared before me this dand acknowledged that he signed and delivered the said instrument as his own free and very for the uses and purposes there set forth. GIVEN under my hand and notarial seal this 20th day of 1994, 2010. Motary Public	be the same
EDW	OFFICIAL SEAL VARD T. BODINET Vublic - State of Illinois

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UNOFFICIAL COP

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER B. FIFER, who is 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 there set forth.

GIVEN under my hand and notarial seal this 26th day of MAY, 2010. roberty of Cook County Clerk's Office

OFFICIAL SEAL EDWARD T. BODINET Notary Public - State of Illinois dy Commission Expires Jun 26, 2012

EXHIBIT "A" TO MORTGAGE LEGAL DESCRIPTIONS

PARCEL 1: THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 119.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 953.57- FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARAILLEL LINE TO A POINT 24.93 FEET EAST OF SAID NORTH AND won! CENTER LINE OF SAID SECTION 3; THENCE NORTHWESTERLY TO A POINT ON A LINE PARALLEL TO AND 93522 FEET soma OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; WHICH POINT IS 33 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 249.28 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY TO A POINT ON A LINE PARALLEL TO AND 97037 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; SAID POINT BEING 3.25 FEET EAST OF. SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG, LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 45TH STREET, THENCE EAST ALONG, SAID NORTH LINE OF WEST 45TH STREET TO THE POINT OF BEGINNING', THE FOREGOING 'DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

THE WEST 45TH STREET IS DEFINED AS A STRIP OF LAND LYING P. LOT "B" OF THE 'SUBDIVISION RECORDED IN BOOK 67 OF PLATS, PAGE 44, ON AFPIL 29, 1897 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH EXTENDING WEST FRLY FROM A STRAIGHT LINE PARALLEL TO AND 1008.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, BEING THE EAST LINE OF SOUTH TRIP? AVENUE EXTENDED NORTHERLY, TO A STRAIGHT LINE PARALLEL TO AND'473.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, TO A POINT

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ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER

19-03-400-024 0000 (Cook County, Illinois)

PROPERTY ADDRESS.

4344 W. 45TH STREET CHICAGO, ILLINOIS

PARCEL 2: UNIT NUMBER 2-4, AS DELINEATED UPON THE PLAT OF SURVEY OF THE REAL ESTATE DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 6 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS. IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 6 WHICH IS 125 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK RUNNING THENCE NORTH ALONG SAID EAST BLOCK LINE A DISTANCE OF 38.84 FEET TO A CORNER OF SAID BLOCK; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID BLOCK, A DISTANCE OF 116.13 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY BLOCK LINE A DISTANCE OF 41.13' FEET TO AN INTERSECTION WITH A LINE 107 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 100 FEET TO A POINT 125 FEET NOPTH OF THE SOUTH LINE OF SAID BLOCK, AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 107 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 9, 1972 AND KNOWN AS TRUST NO. 77323 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22467238, TOGETHER WITH THE PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED.

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PERMANENT INDEX NUMBER:

20-12-102-007-1001 (Cook County, Illinois)

PROPERTY ADDRESS:

4940 S. EAST END

CHICAGO, ILLINOIS

PARCEL 3: LOT 94 OF VALLEY CREEK, UNIT NO. 1, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

06-09-453-015 (Kan : County, Illinois)

PROPERTY ADDRESS 528 SHENANDOAH TRAIL

ELGIN, ILLINOIS

PARCEL 4: THE NORTHEAST QUARTEP (1/4) OF THE NORTHEAST QUARTER:(1/4) OF SECTION 21, JAK L

VGE 31, WLL

ER:

, Illinois)

VACANT LAND
SW CORNER OF ILLINOIS ROAD & CHARLIE MORRIS ROAD

**ANKAKEE, ILLINOIS TOWNSHIP 30 NORTH, RANGE 31, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

19-21-200-007 (Kankakee County, Illinois)

PROPERTY ADDRESS:

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EXHIBIT "B" RELEASED PROPERTY

PARCEL 2: UNIT NUMBER 2-A, AS DELINEATED UPON THE PLAT OF SURVEY OF THE REAL ESTATE DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 6 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS. IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 6 WHICH IS 125 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK RUNNING THENCE NORTH ALONG SAID EAST BLOCK LINE A DISTANCE OF 38.84 FEET TO A CORNER OF SAID BLOCK; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID BLOCK, A DISTANCE OF 116.13 FEET: THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY BLOCK LINE A DISTANCE OF 41.13' FEET TO AN INTERSECTION WITH A LINE 107 FEET EAST OF AND PARALLEL TO THE WYST LINE OF SAID BLOCK; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 100 FEET TO A POINT 125 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK, AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 107 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMEER 9, 1972 AND KNOWN AS TRUST NO. 77323 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22457238 TOGETHER WITH THE Ni Cotto PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED.

PERMANENT INDEX NUMBER:

20-12-102-007-1001 (Cook County, Illinois)

PROPERTY ADDRESS:

4940 S. EAST END CHICAGO, ILLINOIS

PARCEL 3: LOT 94 OF VALLEY CREEK, UNIT NO. 1, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

06-09-453-015 (Kane County, Illinois)

PROPERTY ADDRESS:

528 SHENANDOAH TRAIL

ELGIN, ILLINOIS

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PARCEL 4: THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER:(1/4) OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 31, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

19-21-200-007 (Kankakee County, Illinois)

PROPERTY ADDRESS:

DDRES.

COOK COUNTY CLERK'S OFFICE