



Doc#: 1023833055 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/26/2010 09:45 AM Pg: 1 of 14

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:

Paul E. Fisher, Esq.  
McGuire Woods LLP  
77 West Wacker Drive, Ste. 4100  
Chicago, Illinois 60601  
(312) 849-8244

PROPERTY ADDRESS:

1707 S. State Street /  
Chicago, Illinois 60616

TAX IDENTIFICATION NUMBERS:

17-22-300-012, 17-22-300-052, 17-22-300-072

L. Hayes # 77-94-258-31

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND OTHER LOAN  
DOCUMENTS AND REAFFIRMATION OF GUARANTY AND COLLATERAL ASSIGNMENT**

This **AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND OTHER LOAN DOCUMENTS AND REAFFIRMATION OF GUARANTY AND COLLATERAL ASSIGNMENT** (this "**Amendment**"), dated as of June 22, 2010, but effective as of May 1, 2010 (the "**Effective Date**"), is executed by and among **CHICAGO TITLE LAND TRUST CO., AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, UNDER TRUST AGREEMENT DATED JANUARY 15, 1999 AND KNOWN AS TRUST NUMBER 99-8146 ("Borrower")**; **THOMAS DIPIAZZA**, an individual resident of Illinois ("**DiPiazza**"); and **COLE TAYLOR BANK**, an Illinois banking corporation ("**Lender**").

R E C I T A L S :

A. Lender agreed to loan to Borrower the amount of One Million Two Hundred Seventy-Eight Thousand Seven Hundred Eighty-Two and 46/100 Dollars (\$1,278,782.46) (the "**Loan**") for the acquisition of the land improved with an industrial building located at 1707 S. State Street, Chicago, Illinois (the "**Real Property**"), which is legally described on Exhibit A attached hereto and for use as working capital.

B. The Loan is evidenced by that certain Promissory Note, dated as of May 12, 2009, in the original principal amount of One Million Two Hundred Seventy-Eight Thousand Seven Hundred Eighty-Two and 46/100 Dollars (\$1,278,782.46) (as heretofore or hereafter amended, restated, supplemented, replaced, or otherwise modified from time to time, the "**Note**"; the Note is a replacement for the promissory note dated January 28, 1999 in the original principal amount of \$648,000.00 described in the Mortgage, as defined below).

C. In connection with the Loan, DiPiazza executed and delivered to Lender that certain Commercial Guaranty, dated as of May 12, 2009, in favor of Lender (as heretofore or hereafter amended, restated, supplemented, or otherwise modified from time to time, the "**Guaranty**").

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D. The Note is secured by, among other things, the following documents (collectively, with the other documents executed in connection with the Loan, including, without limitation, the Closing Affidavit, the Note, the "*Loan Documents*"):

(i) Mortgage (as heretofore or hereafter amended, restated, supplemented, or otherwise modified from time to time, the "*Mortgage*"; the Mortgage is the same document referred to in the Note as the "Land Trust Mortgage"), dated as of January 28, 1999, executed by Borrower in favor of Lender, encumbering the Real Property, and recorded with the Cook County Recorder on February 16, 1999 as document number 99153313, as modified by that certain Modification of Mortgage, dated as of May 3, 2006 and recorded on May 8, 2006 as document number 0612833139.

(ii) Assignment of Rents (as heretofore or hereafter amended, restated, supplemented, or otherwise modified from time to time, the "*Assignment of Rents*"; the Assignment of Rents is the same document referred to in the Note as the "Assignment of All Rents"), dated as of January 28, 1999, executed by Borrower in favor of Lender, encumbering the Real Property, and recorded with the Cook County Recorder on February 16, 1999 as document number 99153314;

(iii) Collateral Assignment of Beneficial Interest (as heretofore or hereafter amended, restated, supplemented, or otherwise modified from time to time, the "*Collateral Assignment*"), dated as of April 1, 2003 and recorded with the Cook County Recorder on October 22, 1999 as document number 99992694 and executed by DiPiazza in favor of the Lender; and

(iv) Certain other documents and instruments executed in connection with the Loan, which together with the Note, the Closing Affidavit executed by the Borrower, DiPiazza and other signatories thereto on or about the date hereof (the "*Closing Affidavit*"), the Guaranty, the Mortgage, and the Assignment of Rents, are referenced as the "*Loan Documents*".

E. At the present time, Borrower and DiPiazza request, and Lender is agreeable to, (i) an extension of the maturity date of the Loan, and (ii) certain other changes as more particularly described herein, pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, DiPiazza, and Lender hereby agree as follows:

## A G R E E M E N T S:

1. RECITALS. The foregoing Recitals are hereby made a part of this Amendment.

2. DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

3. AMENDMENTS TO THE LOAN DOCUMENTS.

3.1 Extension of Maturity Date. The maturity date of the Loan is hereby extended from May 1, 2010 to August 7, 2010. Any reference in the Loan Documents to the maturity date of the Loan is hereby deemed to be a reference to August 7, 2010.

3.2 Modified Note. The parties hereto agree that, pursuant to that certain Note Modification Agreement (the "*Note Modification*"), dated as of even date herewith, by and between Borrower and Lender, the Note is amended to reflect the extension of the maturity date of the Loan to

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August 7, 2010. All references to the Note in the Mortgage, the Collateral Assignment, the Guaranty, and the other Loan Documents are hereby deemed to mean and refer to the Note, as amended by the Note Modification.

### 3.3 Amendments to Mortgage.

(a) The following paragraphs are added to the Mortgage under the section thereof entitled "Events of Default" and the occurrence of an event described in the following paragraphs is hereby an Event of Default under the Mortgage<sup>1</sup>:

"A change in the beneficial ownership of the Trust or a collateral assignment of the beneficial interest in the Trust occurs without the prior written consent of Lender.

Failure of the Grantor to deliver such proof as the Lender may require, in its sole discretion, that any encumbrances, liens or title defects against the Real Property have been resolved within fifteen (15) days of Lender's reasonable request for resolution of such encumbrances, liens or title defects."

(b) The period appearing at the end of the subsection of the Mortgage entitled "Accelerate Indebtedness" under the section thereof entitled "Rights and Remedies on Default" is hereby deleted and replaced with the following:

"; provided, however, that upon the occurrence of an Event of Default under the subsection entitled "Insolvency" under the section hereof entitled "Events of Default," all commitments of Lender to Grantor under this Mortgage or the Note shall immediately terminate and all Indebtedness secured by this Mortgage shall be automatically due and payable, including any prepayment penalty which Grantor would be required to pay, all without demand, notice or further action of any kind required on the part of Lender."

(c) The Mortgage is hereby amended to reflect the terms of this Amendment. Any references in the Note or the other Loan Documents to the Mortgage are hereby deemed to mean and refer to the Mortgage, as amended. The parties hereto agree that Lender has the right to record this Amendment.

### 3.4 Amendments to Assignment of Rents.

(a) The following paragraphs are added to the Assignment of Rents under the section thereof entitled "Events of Default" and the occurrence of an event described in the following paragraphs is hereby an Event of Default under the Assignment of Rents<sup>2</sup>:

<sup>1</sup> Provided, however, that requiring such deliveries and payments on Lender's request is not intended to and does not waive any default or Event of Default that has occurred or might occur as a result of the Borrower's failure to deliver such items or make such payments on the date or dates otherwise required by the Mortgage or the other Loan Documents.

<sup>2</sup> Provided, however, that requiring such deliveries and payments on Lender's request is not intended to and does not waive any default or Event of Default that has occurred or might occur as a result of the Borrower's failure to deliver such items or make such payments on the date or dates otherwise required by the Assignment of Rents or the other Loan Documents.

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“A change in the beneficial ownership of the Trust or a collateral assignment of the beneficial interest in the Trust occurs without the prior written consent of Lender.

Failure of the Grantor to deliver such proof as the Lender may require, in its sole discretion, that any encumbrances, liens or title defects against the Property have been resolved within fifteen (15) days of Lender’s reasonable request for resolution of such encumbrances, liens or title defects.”

(b) The period appearing at the end of the subsection of the Assignment of Rents entitled “Accelerate Indebtedness” under the section thereof entitled “Rights and Remedies on Default” is hereby deleted and replaced with the following:

“, provided, however, that upon the occurrence of an Event of Default under the subsection entitled “Insolvency” under the section hereof entitled “Events of Default” all commitments of Lender to Grantor shall immediately terminate and all Indebtedness shall be automatically due and payable, including any prepayment penalty which Grantor would be required to pay, all without demand, notice or further action of any kind required on the part of Lender.”

(c) The Assignment of Rents is hereby amended to reflect the terms of this Amendment. Any references in the Note or the other Loan Documents to the Assignment of Rents are hereby deemed to mean and refer to the Assignment of Rents, as amended. The parties hereto agree that Lender has the right to record this Amendment.

3.5 Other Amendments. The Loan Documents are hereby amended to reflect the amendments and modifications herein. All requirements, conditions, and obligations under the Note or any other Loan Document, as amended, apply, govern, and control the repayment of the Loan.

4. REAFFIRMATION OF GUARANTY AND COLLATERAL ASSIGNMENT. DiPiazza hereby expressly (a) consents to the execution by Borrower and Lender of this Amendment, and all of the terms and conditions of this Amendment, including, without limitation, the extension of the maturity date of the Loan; (b) acknowledges that the “Indebtedness” (as defined in the Guaranty) includes all of the obligations and liabilities owing from time to time by Borrower to Lender, including, but not limited to, the obligations and liabilities of Borrower to Lender under and pursuant to the Mortgage and the Assignment of Rents, each as amended from time to time, and as evidenced by the Note, as modified by the Note Modification, and as otherwise modified, extended, and/or replaced from time to time; (c) acknowledges that all references in the Guaranty and the Collateral Assignment to the “Note” are hereby deemed to include the Note, as modified by the Note Modification, and as otherwise modified, extended, and/or replaced from time to time; (d) acknowledges that he does not have any set-off, defense, or counterclaim to the payment or performance of any of the obligations of Borrower under the Note, the Collateral Assignment, or the other Loan Documents, or under the Guaranty or the Collateral Assignment; (e) reaffirms, assumes, and binds himself in all respects to all of the obligations, liabilities, duties, covenants, terms, and conditions that are contained in the Guaranty, the Collateral Assignment and the other Loan Documents, if any, to which DiPiazza is party; (f) agrees that all such obligations and liabilities under the Guaranty shall continue in full force and that the execution and delivery of this Amendment to, and its acceptance by, Lender shall not in any manner whatsoever (i) impair or affect the liability of DiPiazza to Lender; (ii) prejudice, waive, or be construed to impair, affect, prejudice, or waive the rights and abilities of Lender at law, in equity, or by statute, against DiPiazza pursuant to the Guaranty or the Collateral Assignment; or (iii) release or discharge, or be construed to release or discharge, any of the obligations and liabilities owing to Lender by DiPiazza under the Guaranty or the Collateral

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Assignment; (g) represents and warrants that each of the representations and warranties made by DiPiazza in any of the documents executed in connection with the Loan remain true and correct as of the date hereof; and (h) certifies, represents, and warrants to Lender that the Guaranty, the Collateral Assignment and the other Loan Documents to which DiPiazza is a party, are legal, valid, and binding obligations of DiPiazza, enforceable against DiPiazza in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

5. ACKNOWLEDGEMENT. The Borrower and DiPiazza hereby acknowledge that the Borrower has incurred (i) late fees in connection with the Loan in the amount of \$[1,911.97] and (ii) the appraisal review fee, in the amount of \$375.00, (the "**Outstanding Fees**"). At the present time, the Lender is not requiring payment of the Outstanding Fees, however, nothing in this Amendment shall be construed as a waiver of Lender's rights to enforce such payment. Until paid, the Outstanding Fees shall continue to accrue interest in accordance with the Loan Documents.

6. REPRESENTATIONS AND WARRANTIES. To induce Lender to enter into this Amendment and to modify the Loan Documents, Borrower hereby certifies, represents, and warrants to Lender that:

6.1 Authorization. Borrower is duly authorized to execute and deliver this Amendment and the other documents delivered simultaneous herewith, and to perform its obligations under the Note and the other Loan Documents, each as amended.

6.2 No Conflicts. The execution and delivery of this Amendment and the other documents delivered simultaneous herewith and the performance by Borrower of its obligations under the Note and the other Loan Documents, each as amended, does not and will not conflict with any provision of law or of that certain Trust Agreement dated as of January 15, 1999 or of any agreement binding upon Borrower.

6.3 Validity and Binding Effect. The Note and the other Loan Documents, each as amended, are each the legal, valid, and binding obligation of Borrower, and each is enforceable against Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.4 Compliance with Representations and Warranties. The representation and warranties set forth in the Loan Documents, each as amended, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender. In addition, Borrower and DiPiazza, respectively, have complied with and are in compliance with all of the covenants set forth in the Loan Documents, as amended. All financial statements delivered to Lender by Borrower and DiPiazza are true, accurate, and complete as of the date thereof and not misleading in any respect.

6.5 No Event of Default. As of the date hereof, no event of default under the Loan Documents, each as amended, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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7. CONDITIONS PRECEDENT. This Amendment shall become effective as of the Effective Date after receipt by Lender of the following:

7.1 Documents. Lender shall have received fully executed originals of the following documents, each in form and substance satisfactory to Lender, and all of the transactions contemplated by each such document shall have been consummated or each condition to the effectiveness of such agreement shall have been satisfied.

(a) This Amendment, executed by Borrower, DiPiazza, and Lender;

(b) The Note Modification, executed by Borrower and Lender;

(c) Amendment to Mortgage and other Loan Documents and Reaffirmation of Guaranties, executed by Chicago Title Land Trust Co., as successor Trustee to Cole Taylor Bank, under Land Trust Agreement dated April 1, 2003 and known as Trust Number 03-9722, DiPiazza, MJS Commercial Real Estate, LLC and Lender, and all documents referenced therein as a condition to the effectiveness of same;

(d) Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, Assignment of Rents and Leases, and other Loan Documents, executed by DiPiazza, Laura DiPiazza, PH 202 Madeira, LLC, a Florida limited liability company, and Lender, and all documents referenced therein as a condition to the effectiveness of same;

(e) The Closing Affidavit, executed by the Borrower, DiPiazza and the other signatories thereto; and

(f) A written direction to the Trustee of the Borrower to execute this Amendment, the other documents to be executed by Borrower described in this *Section 7*, and any other documents executed in connection with the foregoing to which Borrower is party.

7.2 Opinion of Counsel. An opinion of legal counsel to Borrower and DiPiazza in form and substance acceptable to Lender in its sole discretion, including, among other things, organizational status of Borrower, authority of Borrower and DiPiazza, good standing of Borrower, enforceability of the documents referred to in *Section 7* hereof and valid execution and delivery of all such documents.

7.3 Search Results; Lien Terminations. Copies of Uniform Commercial Code search reports, including without limitation, litigation, judgments and bankruptcy, dated such a date as is reasonably acceptable to Lender, listing all effective financing statements which name Borrower or DiPiazza, each under their present names and any previous names, as debtors, together with copies of such financing statements as Lender may reasonably request.

7.4 Organizational and Authorization Documents. Certified copies of (i) the Trust Agreement of Borrower; (ii) a statement that the Trustee has the power and authority to (A) to borrow money from any source, and to pledge, mortgage, or otherwise encumber the trust property for such purpose, and take other actions consistent with this Amendment, the Note, the Mortgage, the Assignment of Rents, and the other Loan Documents, and all of the other instruments, documents and agreements executed in connection therewith; (B) enter into, execute and deliver this Amendment, the other documents to be executed by Borrower described in this *Section 7* and any other documents executed in

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connection with the foregoing to which Borrower is party; and (C) enter into any amendments, modifications, substitutions, extensions, or renewals of any of the Note or the other Loan Documents, on behalf of Borrower, and to bind Borrower, it being understood that Lender may conclusively rely on each such document and certificate until formally advised by Borrower of any changes therein.

7.5 Interest Payments. Payment of any accrued but unpaid interest on the outstanding principal balance of the Loan.

7.6 Fees and Expenses. Indefeasible payment in full in immediately available funds of all expenses incurred by Lender in connection with the preparation, negotiation and consummation of this Amendment and the related documents, including without limitation, legal fees and expenses, and any filing fees required in connection with the filing of any documents necessary to consummate the provisions of this Amendment, including, without limitation, those expenses described in *Section 8.5* hereof.

7.7 Other Documents. Such other documents, certificates, resolutions, and/or opinions of counsel as Lender may request.

## 8. GENERAL.

8.1 Governing Law; Severability. This Amendment shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of this Amendment and the other Loan Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment or the other Loan Documents shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment and the other Loan Documents.

8.2 Successors and Assigns. This Amendment shall be binding upon Borrower, DiPiazza, and Lender and their respective successors and assigns, and shall inure to the benefit of Borrower, DiPiazza, and Lender and the successors and assigns of Lender.

8.3 Continuing Force and Effect of Loan Documents and Guaranty. Except as specifically modified or amended by the terms of this Amendment, all other terms and provisions of the Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. Borrower, by execution of this Amendment, hereby reaffirms, assumes, and binds itself to all of the obligations, duties, rights, covenants, terms, and conditions that are contained in the Note and the other Loan Documents to which Borrower is a party. DiPiazza, by execution of this Amendment, hereby reaffirms, assumes, and binds himself or itself to all of the obligations, duties, rights, covenants, terms, and conditions that are contained in the Guaranty and any other Loan Document to which DiPiazza is a party.

8.4 References to Loan Documents. Each reference in each Loan Document to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to such Loan Document in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to such Loan Document, as amended.

8.5 Expenses. Borrower shall pay all costs and expenses in connection with the preparation of this Amendment and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrower shall pay any and all stamp and other taxes, Uniform Commercial Code

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search fees, filing fees, and other costs and expenses in connection with the execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. If Lender pays any such expenses on behalf of Borrower, Borrower hereby authorizes and directs Lender to debit such amount from any operating account or lockbox account of Borrower currently held by Lender.

8.6 Waiver and Release of Claims. Borrower and DiPiazza each hereby waives and releases any and all current existing claims, counterclaims, defenses, or set-offs of every kind and nature which he or it has or may have against Lender arising out of, pursuant to, or pertaining in any way to the Loan Documents, and any and all documents and instruments in connection with or relating to any of the foregoing, and this Amendment. Borrower and the DiPiazza each hereby further covenants and agrees not to sue Lender or assert any claims, defenses, demands, actions, or liabilities against Lender arising out of, pursuant to, or pertaining in any way to the Loan Documents, or any and all documents and instruments in connection with or relating to the foregoing, and this Amendment.

8.7 Further Assurances. At any time, and from time to time, upon request of Lender, Borrower and/or DiPiazza will make, execute and deliver, or will cause to be made, executed and delivered, to Lender or Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve the obligations of Lender under the Loan Documents, each as amended.

8.8 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

[SIGNATURE PAGES FOLLOWS]



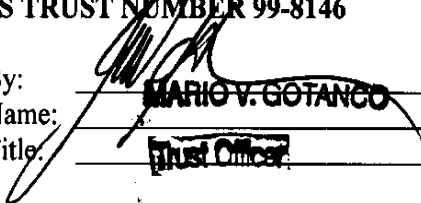
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**BORROWER:**

**CHICAGO TITLE LAND TRUST CO., AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, UNDER TRUST AGREEMENT DATED JANUARY 15, 1999 AND KNOWN AS TRUST NUMBER 99-8146**

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 not personally. No personal liability or personal responsibility is 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.

By:   
Name: MARIO V. GOTANCO  
Title: Trust Officer

**DIPIAZZA:**   
\_\_\_\_\_  
THOMAS DIPIAZZA, an individual resident of Illinois

**LENDER:**

**COLE TAYLOR BANK,**  
an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**BORROWER:**

**CHICAGO TITLE LAND TRUST CO., AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, UNDER TRUST AGREEMENT DATED JANUARY 15, 1999 AND KNOWN AS TRUST NUMBER 99-8146**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DIPIAZZA:**

\_\_\_\_\_  
**THOMAS DIPIAZZA**, an individual resident of Illinois

**LENDER:**

**COLE TAYLOR BANK,**  
an Illinois banking corporation

By: \_\_\_\_\_  
Name: DENNIS V. ROURKE  
Title: SENIOR VICE PRESIDENT

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Borrower Acknowledgement

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 MARIO V. GOTANCO, personally known to me to be the authorized signer for Chicago Title Land Trust Company, and known to me to be an authorized trustee or agent of the trust that executed the foregoing instrument, and 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 as such he or she signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30~~th~~ day of June, 2010.

Grace Marin  
Notary Public

My Commission expires:

3/20/2013



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DiPiazza Acknowledgement

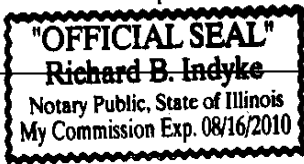
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, RICHARD B. INDYKE a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas DiPiazza, 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 as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of JUNE, 2010.

[Signature]  
Notary Public

My Commission expires:



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Lender Acknowledgement

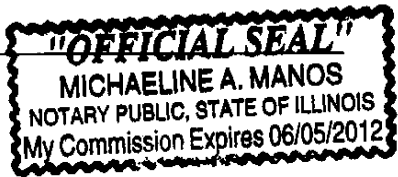
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, MICHAELINE MANOS notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DENNIS ROURKE personally known to me to be a SVP of Cole Taylor Bank, an Illinois banking corporation, and 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 as such he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said Illinois banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 2010.

Michaeline Manos  
Notary Public

My Commission expires:



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE 20 FEET 10 1/2 INCHES LYING NORTH OF AND ADJOINING THE SOUTH 20 FEET OF LOT 10 (EXCEPT THE EAST 39 FEET THEREOF AND THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN BLOCK 5 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF STATE STREET 290 FEET SOUTH OF SOUTH LINE OF CLARKE'S ADDITION TO CHICAGO; THENCE SOUTH ALONG THE EAST LINE OF STATE STREET 20 FEET; THENCE EAST 191.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF STATE STREET 20 FEET; THENCE WEST 101.65 FEET TO POINT OF BEGINNING OTHERWISE KNOWN AND DESCRIBED AS THE NORTH 10 FEET OF LOT 10 AND THE SOUTH 10 FEET OF LOT 11 IN BLOCK 5 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID (EXCEPT THAT PART OR PORTION OF SAID PREMISES CONVEYED TO THE CHICAGO AND SOUTH SIDE RAPID TRANSIT COMPANY BY DAVID COEY AND WIFE BY DEED DATED JANUARY 3, 1891 AND RECORDED JANUARY 3, 1891 IN BLOCK 3239, PAGE 328) AND (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS CASE NO. 68L6265, FOR RAPID TRANSIT FACILITIES), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 14 (EXCEPT THE N 75 FEET AND EXCEPT THAT PART TAKEN FOR WIDENING STATE STREET AND EXCEPT EAST 34 FEET THEREOF) AND (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO IN CIRCUIT COURT OF COOK COUNTY ILLINOIS CASE NO. 68L6265, FOR RAPID TRANSIT FACILITIES) IN BLOCK 5 IN ASSESSOR'S DIVISION OF SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 40 FEET OF LOT 11 (EXCEPT THE EAST 34 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR WIDENING OF STATE STREET) AND (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO IN CIRCUIT COURT OF COOK COUNTY ILLINOIS CASE NO. 68L6265) IN BLOCK 5 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 12 AND 13 IN BLOCK 5 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT PARTS THEREOF TAKEN OR CONVEYED FOR STREET ALLEY AND ELEVATED RAILROAD PURPOSES) AND (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO IN CIRCUIT COURT OF COOK COUNTY ILLINOIS CASE NO. 68L6265, FOR RAPID TRANSIT FACILITIES), IN COOK COUNTY, ILLINOIS

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COMMON PROPERTY ADDRESS: 1707 S. State Street, Chicago, IL. 60616