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Doc#: 1025241009 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/09/2010 09:40 AM Pg: 1 of 12

# 000 PM 0 FOURTH AMENDMENT TO MORTGAGE AGREEMENT, COLLATERAL ASSIGNMENT OF LEASIS AND RENTS, AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO MORTGAGE AGREEMENT, COLLATERAL ASSIGNMENT OF LEASES AND RINTS, AND SECURITY AGREEMENT (this "Agreement") is made as of the 27th day of August. 2010, by and between 2101 W. PERSHING, LLC, an Illinois limited liability company ("Mortgagor") and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, is successors and assigns ("Mortgagee").

#### Recitals

- Α. Mortgagee has heretofore made a loan ("Loan") to Mortgagor pursuant to the terms and conditions of a Loan Agreement dated as of December 17, 2004 between Mortgagor and Mortgagee, as amended by the following (collectively, the "Amendments"):
  - First Amendment to Loan Agreement between Mortgager and Mortgagee, dated December 17, 2005;
  - Second Amendment to Loan Agreement between Mortgagor and Mortgagee, dated December 17, 2006;
  - Third Amendment to Loan Agreement between Mortgagor and Mortgagee, dated June 17, 2007;
  - Fourth Amendment to Loan Agreement between Mortgagor and Mortgagee, dated February 17, 2008;
  - Fifth Amendment to Loan Agreement between Mortgagor and Mortgagee, 5. dated September 17, 2008;

Box 400-CTCC

C-616162 v3 Pershing

- 6. Sixth Amendment to Loan Agreement between Mortgagor and Mortgagee, dated January 17, 2009; and
- 7. Seventh Amendment to Loan Agreement between Mortgagor and Mortgagee, dated April 17, 2009.

Such Loan Agreement, as amended by the Amendments, is referred to herein as the "Loan Agreement". Initially capitalized terms used but not expressly defined herein have the respective meanings given them in the Loan Agreement.

- B. To further evidence the Loan, Mortgagor executed and delivered to Mortgagee a Seventh Amended and Restated Promissory Note dated April 17, 2009 (the "Seventh Amended Note"), which are noted and restated that certain Promissory Note from Mortgagor to Mortgagee dated December 17, 2004, as amended and restated by the following:
  - 1. First Amended and Restated Promissory Note from Mortgagor to Mortgagee, dated December 17, 2005;
  - 2. Second A ner ded and Restated Promissory Note from Mortgagor to Mortgagee, dated December 17, 2006 (the "Second Amended Note");
  - 3. Third Amended and Restated Promissory Note from Mortgagor to Mortgagee, dated June 17, 2007;
  - 4. Fourth Amended and Restated Promissory Note from Mortgagor to Mortgagee, dated February 17, 2008;
  - 5. Fifth Amended and Restated Promissory Note from Mortgagor to Mortgagee, dated September 17, 2008; and
  - 6. Sixth Amended and Restated Promissory Note from Mortgagor to Mortgagee, dated January 17, 2009.

Such Promissory Note, as amended and restated through the Seventh Amended Note, is referred to herein as the "Note".

- C. As security for the Note, Mortgagor has executed and delivered to Mortgagee the following, all of which encumber or relate to the real property commonly known as 2101 W. Pershing, Chicago, Illinois (the "Real Property"):
  - 1. Mortgage Agreement encumbering the Real Property made by Mortgagor in favor of Mortgagee, dated December 17, 2004 and recorded December 27, 2004 with the Cook County Recorder as document no. 0436214284, as amended by the following (collectively, the "Amendments"):
    - (a) First Amendment to Mortgage Agreement, Collateral Assignment of Rents and Leases, and Security Agreement between Mortgagor and Mortgagee,

dated as of December 17, 2005 and recorded January 24, 2006 with the Cook County Recorder as document no. 0602433081;

- (b) Second Amendment to Mortgage Agreement, Collateral Assignment of Rents and Leases, and Security Agreement between Mortgagor and Mortgagee, dated as of December 17, 2006 and recorded April 5, 2007 with the Cook County Recorder as document no. 0709533189; and
- (c) Third Amendment to Mortgage Agreement, Collateral Assignment of Rents and Leases, and Security Agreement between Mortgagor and Mortgagee, dated as of June 17, 2007 and recorded October 1, 2007 with the Cook County Recorder as document no. 0727433000.
- Collateral Assignment of Rents and Leases encumbering the Real Property made by Morigagor in favor of Mortgagee, dated December 17, 2004 and recorded December 27, 2004 with the Cook County Recorder as document no. 0436214285, as amended by the Amandments.
- 3. Security Agreement made by Mortgagor in favor of Mortgagee, dated December 17, 2004, as amended by the Amendments.

The legal description of the Real Property is attached hereto as Exhibit A.

- D. Pursuant to a Loan A Amended and Restated Loan Agreement of even date herewith between Mortgagor and Mortgagee (as hereafter amended, restated, replaced or supplemented, the "Loan A Loan Agreement"), and a Loan B Amended and Restated Loan Agreement of even date herewith between Mortgagor and Mortgagee (as hereafter amended, restated, replaced or supplemented, the "Loan B Loan Agreement"), Mortgagee has amended and restated the terms and conditions of the Loan. Among other things, the Loan A Loan Agreement and the Loan B Loan Agreement bifurcate the Loan into two loans, one in the principal amount of \$7,600,000 ("Loan A"), and the other in the principal amount of \$500,000 ("Loan B"). Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Loan A Loan Agreement.
- E. Loan A is evidenced by a Loan A Amended and Restated Promissory Note from Mortgagor to Mortgagee of even date herewith in the principal amount of Loan A (as hereafter amended, restated, replaced or supplemented, "the Loan A Note").
- G. Mortgagor and Mortgagee desire to amend the Mortgage, the Assignment of Rents and the Security Agreement so as to secure the Loan A Note only, subject to the terms and conditions of this Agreement.

#### **Agreements**

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Mortgagee to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained

herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>Amendment to Mortgage</u>. The first "WHEREAS" clause on the first page of the Mortgage is hereby deleted, and the following is inserted in its place:

WHEREAS, Mortgagor is justly indebted to Mortgagee in an aggregate principal sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) pursuant to a Loan A Amended and Restated Promissory Note dated as of August 27, 2010 (as hereafter amended, restated, replaced or supplemented, the "Note"). The Note is made payable to the order of and delivered to Mortgagee, bears interest at a variable rate, is payable on demand, and is subject to the terms and conditions of that certain Loan A Amended and Restated Loan Agreement dated as of August 27, 2010, by and between Mortgagor and Mortgagee (as hereafter amended, restated, replaced or supplemented, the "Loan Agreement"). All terms and conditions of the Loan Agreement are hereby incorporated herein by this reference; and

- (b) The day. "February 17, 2008" appearing in Section 37 is deleted, and the phrase "on demand" is it serted in its place.
- 2. <u>Amendment to Assignment of Rents</u>. The Assignment of Rents is amended as follows:
  - (a) The definition of "Loan Agreement" in Section 1 is deleted, and the following is inserted in its place:

Loan Agreement: That certain Loan A Amended and Restated Loan Agreement dated as of August 27, 2010, as amended, restated, replaced or supplemented from time to time, by and between Assigner and Assignee pursuant to which Assignee has, subject to the terms and conditions thereof, interalia, made a loan to Assignor in the principal amount of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00), and as security for which loan Assignor has executed and delivered this Assignment.

(b) The definition of "Note" in Section 1 is deleted, and the following is inserted in its place:

Note: That certain secured Loan A Amended and Restated Promissory Note in the principal sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) made by Assignor to the order of Assignee, dated as of August 27, 2010, as hereafter amended, restated, replaced or supplemented.

(c) The first "WHEREAS" clause on the second page of the Assignment is hereby deleted, and the following is inserted in its place:

WHEREAS, in connection with the Premises, Assignee has made, pursuant to the Loan Agreement, a secured loan to Assignor in the principal sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) evidenced by the Note, and

secured by this Assignment and the other Security Documents (the Loan Agreement, the Note and the Security Documents, as amended, restated, replaced or supplemented, being referred to herein as the "Loan Documents"); and

3. <u>Amendment to Security Agreement</u>. The Security Agreement is amended by deleting the second "WHEREAS" clause on the first page of the Security Agreement and inserting the following in its place:

WHEREAS, in connection with the Property, Lender has made a secured loan to Debtor in the principal sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) pursuant to a Loan A Amended and Restated Loan Agreement dates as of August 27, 2010, by and between Debtor and Lender (as hereafter amended restated, replaced or supplemented, the "Loan Agreement"), as evidenced by that certain Loan A Amended and Restated Promissory Note dated as of August 27, 2010 (as hereafter amended, restated, replaced or supplemented, the "Note"), and as secured by certain other loan documents (as amended, restated, replaced or supplemented, the "Loan Documents"); and

#### 4. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Agreement, and Mortgagor and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, 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 Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and encowered to execute it.
- (c) Notwithstanding the execution of this Agreement by Mortgagee, the same shall not be deemed to constitute Mortgagee a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.
- (d) Except as expressly modified hereby, the terms of the Mortgage are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

- (f) Any references to the "Loan Agreement", "Note", the "Mortgage" or the "Loan Documents" contained in the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents 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.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- Time is of the essence of each of Mortgagor's obligations under this Agreement

SIGNATURE PAGE FOLLOWS

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

#### **MORTGAGEE**:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation

By:

Property of County Clark's Office

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STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )
I Par lette Kinnelly, a Notary Public in and for said County, in the Sta
distribution of the control of the c
The PrivateBank and Trust Company, an Illinois banking corporation, who is personally know
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 (she) signed and delivered sa
instrument as his (her) own free and voluntary act for the uses and purposes therein set forth.
GIVAN and on my hand and notarial and this NOB 1
GIVEN under my hand and notarial seal this 37 day of Qusur, 2010.
January Comments of the second
OFFICIAL SEAL
PAULETTE KENNYOU Saulet Kenney Notary Public - State of infinois
My Commission Expires Mar 10 20 4 NOTARY PUBLIC
(SEAL)
My commission against 3 m 1/4 IM
My commission expires 3-10-14.
4
STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )
The undersigned, a Notary Public in and for the said County, in the State aforesaid, De HEREBY CERTIFY that Robert Levin, the Manager of 2101 W. Pershing, LLC, an Illino
limited liability company, who is personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in parson and acknowledge
that he signed and delivered the said instrument as his own free and voluntary act and as the free
and voluntary act of said company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this // day of // day of // 2010.
OFFICIAL AFAI
OFFICIAL SEAL EARL WEISS
EARL WEISS NOTARY PUBLIC - STATE OF ILLINOIS
EARL WEISS

#### **EXHIBIT A**

#### **Legal Description**

#### PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALIEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEY TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING:

#### PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH FINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAS TO A OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINF OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PAKALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING;

#### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4, THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING:

#### PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 3/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 3/8 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 3/1 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 5/3 FEET SOUTH OF THE NORTH LINE AND 8/60 FEET WEST OF THE

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EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING:

#### PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4. SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

#### PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 6 WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD FROM A POINT IN SAID SOUTH LINE OF W. PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 371 FEET SAID CURVED LINE EXTENDING FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH THE PARALLEL LINE FIRST HEREINABOVE DESCRIBED, WHICH IS PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6. THENCE WEST ALONG CAST DESCRIBED PARALLEL LINE A DISTANCE OF 125.98 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 20-06-100-013 thru 016 p22, 023, 076 and 079 Address: 2055-2101 W. Perching Rd., Chicago, IL