



1102503067

Doc#: 1102503067 Fee: \$116.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2011 04:14 PM Pg: 1 of 41

**This document was prepared by,  
and after recording, return to:**

Drew J. Scott, Esq.  
SCOTT & KRAUS, LLC  
150 South Wacker Drive, Suite 2900  
Chicago, IL 60606

Property Addresses:

2455-59 W. Division, Chicago, IL  
1016 N. California, Chicago, IL  
6203-09 N. Ravenswood, Chicago, IL  
2652 W. Cortez, Chicago, IL  
2500 W. Thomas, Chicago, IL  
2609 W. Division, Chicago, IL  
4935 W. Ferdinand, Chicago, IL  
1801 W. 33<sup>rd</sup> Street, Chicago, IL  
5239 W. Congress, Chicago, IL  
3454 W. North Ave., Chicago, IL  
2706 W. Thomas St., Chicago, IL  
4918 W. Harrison St., Chicago, IL  
2522 W. Fullerton, Chicago, IL  
2651 W. Augusta, Chicago, IL  
2612 W. Cortez St., Chicago, IL  
2646 W. Augusta, Chicago, IL  
1809 W. Augusta, Chicago, IL  
2530 W. Augusta, Chicago, IL

PIN(s):

16-01-403-001-0000; 16-01-312-024-0000;  
14-06-209-007-0000; 16-01-409-028-0000;  
16-01-406-050-0000; 16-01-401-046-0000;  
16-09-228-009-0000; 17-31-217-017-0000;  
16-16-122-007-0000; 13-35-419-050-0000;  
16-01-404-043-0000; 16-16-221-047-0000;  
13-25-429-030-0000; 16-01-418-003-0000;  
16-01-409-043-0000; 16-01-413-025-0000;  
17-06-424-008-0000; 16-01-414-029-0000.

*This space reserved for Recorders use only*

## OMNIBUS MODIFICATION TO LOAN DOCUMENTS

THIS OMNIBUS MODIFICATION TO LOAN DOCUMENTS (this "Modification") is made and entered into effective as of December 27, 2010, by and among MONSERRATE HERNANDEZ, an individual ("Borrower"), and INLAND BANK AND TRUST, an Illinois

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banking corporation, successor in interest to AmeriMark Bank (the "Lender"), whose address is 2805 Butterfield Road, Oak Brook, Illinois 60523, and Chicago Title Land Trust Company, not personally, but as Successor Trustee to Cole Taylor Bank, as Trustee under Trust Agreement dated June 20, 2003, and known as Trust No. 03-9801 ("Trust #03-9801"), Chicago Title Land Trust Company, not personally, but as Successor Trustee to Pinnacle Bank, as Trustee under Trust Agreement dated November 10, 1995, and known as Trust No. 11222 ("Trust #11222"); Chicago Title Land Trust Company, not personally, but as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 3, 1992, and known as Trust No. 116237-09 ("Trust #116237-09"), and Chicago Title Land Trust Company, not personally, but as Successor Trustee to LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 9, 1992, and known as Trust No. #116366-02 ("Trust #116366-02", and together with Trust #03-9801, Trust #11222 and Trust #116237-09, collectively, the "Land Trusts" or "Mortgagors").

## WITNESSETH:

A. Lender has made certain loans (collectively, the "Monserrate Loans") to Borrower under and pursuant to the agreements, documents and/or instruments set forth on Exhibits A-1 through A-15 attached hereto and made a part hereof (collectively referred to herein, and together with any and all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof, as the "Monserrate Loan Documents").

B. In addition to the Monserrate Loans, Lender has extended additional loans (the "Other Loans") to Borrower and certain other parties (the "Other Borrowers") set forth, and as defined, on Exhibits A-16 through A-18 attached hereto and made a part hereof (collectively referred to herein, and together with any and all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof, as the "Other Loan Documents").

C. The Monserrate Loans and other Other Loans are referred to herein, collectively, as the "Loans".

D. The Monserrate Loan Documents and the Other Loan Documents are referred to herein, collectively, as the "Loan Documents".

E. The 2455-59 Division Note, California Note, Ravenswood Note, 2652 Cortez Note, 2500 Thomas Note, 2609 Division Note, Ferdinand Note, W. 33rd Note, Congress Note, North Ave. Note, Thomas/Harrison Note, Fullerton/Augusta Note, Cortez/Augusta Note, 1809 Augusta Note, 2530 Augusta Note, Central Park Note, Diversey Note and the Marshfield/Augusta Note are referred, collectively, to herein as the "Notes".

F. The 2455-59 Division Mortgage, California Mortgage, Ravenswood Mortgage, 2652 Cortez Mortgage, 2500 Thomas Mortgage, 2609 Division Mortgage, Ferdinand Mortgage, W. 33rd Mortgage, Congress Mortgage, North Ave. Mortgage, 2706 Thomas Mortgage, 4918 Harrison Mortgage, 2522 Fullerton Mortgage, 2651 Augusta Mortgage, Cortez/Augusta Mortgage, 1809 Augusta Mortgage, 2530 Augusta Mortgage, Central Park Mortgage, Diversey Mortgage, and Marshfield/Augusta Mortgage are referred to herein, collectively, as the "Mortgages" and encumber those certain respective parcels of land legally described on Exhibit B attached hereto (the "Mortgaged Properties").

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G. The Mortgagors are the sole owners in fee simple of certain of the Mortgaged Properties.

H. The Loans, with the exception of the Marshfield/Augusta Loan, are cross-defaulted and cross-collateralized.

I. At the present time Borrower and Lender are agreeable to modify the Monserrate Loan Documents to, among other things: (i) amend the maturity dates for each of the Monserrate Loans; (ii) modify the interest rates for each of the Monserrate Loans; (iii) modify the payment terms for each of the Monserrate Loans; (iv) provide for a monthly tax and insurance escrow deposit; (v) provide for the cross-default and cross-collateralization of the Marshfield/Augusta Loan with all of the Monserrate Loans; and (vi) to modify the Monserrate Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof 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 and Lender hereby agree as follows:

## 1. AGREEMENTS

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the respective Monserrate Loan Documents.

2. **AMENDMENTS TO THE MONSERRATE LOAN DOCUMENTS.** The "Maturity Date", "Interest Rate" (or other words of like import in any of the Monserrate Loan Documents) and the payment terms of each of the Monserrate Loans, however so described or stated in any of the Monserrate Loan Documents, are hereby amended as follows:

2.1 Amendments to the 2455-59 Division Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 2455-59 Division Note pursuant to the 2455-59 Division Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,710.45 shall be due and payable with the unpaid principal balance of the 2455-59 Division Note, if not sooner paid or declared to be due pursuant to the 2455-59 Division Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

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## 2.2 Amendments to the California Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the California Note pursuant to the California Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,472.94 shall be due and payable with the unpaid principal balance of the California Note, if not sooner paid or declared to be due pursuant to the California Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.3 Amendments to the Ravenswood Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Ravenswood Note pursuant to the Ravenswood Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$4,176.33 shall be due and payable with the unpaid principal balance of the Ravenswood Note, if not sooner paid or declared to be due pursuant to the Ravenswood Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.4 Amendments to the 2652 Cortez Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 2652 Cortez Note pursuant to the 2652 Cortez Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,049.52 shall be due and payable with the unpaid principal balance of the 2652 Cortez Note, if not sooner paid or declared to be due pursuant to the 2652 Cortez Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.5 Amendments to the 2500 Thomas Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 2500 Thomas Note pursuant to the 2500 Thomas Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,763.34 shall be due and payable with the unpaid

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principal balance of the 2500 Thomas Note, if not sooner paid or declared to be due pursuant to the 2500 Thomas Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.6 Amendments to the 2609 Division Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 2609 Division Note pursuant to the 2609 Division Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,972.80 shall be due and payable with the unpaid principal balance of the 2609 Division Note, if not sooner paid or declared to be due pursuant to the 2609 Division Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.7 Amendments to the Ferdinand Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Ferdinand Note pursuant to the Ferdinand Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,215.48 shall be due and payable with the unpaid principal balance of the Ferdinand Note, if not sooner paid or declared to be due pursuant to the Ferdinand Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.8 Amendments to the W.33<sup>rd</sup> Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the W. 33<sup>rd</sup> Note pursuant to the W. 33<sup>rd</sup> Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$978.55 shall be due and payable with the unpaid principal balance of the W. 33<sup>rd</sup> Note, if not sooner paid or declared to be due pursuant to the W. 33<sup>rd</sup> Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.9 Amendments to the Congress Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Congress Note pursuant to the Congress Loan Documents.



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(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$949.21 shall be due and payable with the unpaid principal balance of the Congress Note, if not sooner paid or declared to be due pursuant to the Congress Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.10 Amendments to the North Ave. Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the North Ave. Note pursuant to the North Ave. Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,786.48 shall be due and payable with the unpaid principal balance of the North Ave. Note, if not sooner paid or declared to be due pursuant to the North Ave. Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.11 Amendments to the Thomas/Harrison Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Thomas/Harrison Note pursuant to the Thomas/Harrison Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,116.53 shall be due and payable with the unpaid principal balance of the Thomas/Harrison Note, if not sooner paid or declared to be due pursuant to the Thomas/Harrison Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.12 Amendments to the Fullerton/Augusta Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Fullerton/Augusta Note pursuant to the Fullerton/Augusta Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,620.26 shall be due and payable with the unpaid principal balance of the Fullerton/Augusta Note, if not sooner paid or declared to be due pursuant to the Fullerton/Augusta Loan Documents, together with all accrued and unpaid interest thereon

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and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.13 Amendments to the Cortez/Augusta Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the Cortez/Augusta Note pursuant to the Cortez/Augusta Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,413.59 shall be due and payable with the unpaid principal balance of the Cortez/Augusta Note, if not sooner paid or declared to be due pursuant to the Cortez/Augusta Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.14 Amendments to the 1809 Augusta Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 1809 Augusta Note pursuant to the 1809 Augusta Loan Documents.

(b) Interest Rate: a per annum fixed rate of interest equal to five percent (5.0%).

(c) Payment Terms: commencing on February 1, 2011, equal monthly payments of principal and interest in the amount of \$1,462.91 shall be due and payable with the unpaid principal balance of the 1809 Augusta Note, if not sooner paid or declared to be due pursuant to the 1809 Augusta Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

## 2.15 Amendments to the 2530 Augusta Loan Documents:

(a) Maturity Date: the earlier of (i) June 1, 2012, or (ii) the occurrence of an Event of Default and acceleration of the 2530 Augusta Note pursuant to the 2530 Augusta Loan Documents.

(b) Payment Terms: commencing on February 1, 2011, monthly payments of interest only shall be due and payable with the unpaid principal balance of the 2530 Augusta Note, if not sooner paid or declared to be due pursuant to the 2530 Augusta Loan Documents, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder shall be due and payable in full on the Maturity Date.

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE FOREGOING TERMS SET FORTH IN SECTIONS 2.1 THROUGH SECTION 2.15 OF THIS

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MODIFICATION AND IN ANY OF THE MONSERRATE LOAN DOCUMENTS, THE TERMS CONTAINED IN THIS MODIFICATION SHALL CONTROL.

**3. TAX AND INSURANCE ESCROW.** Notwithstanding any other provisions of the Monserrate Loan Documents, commencing on February 1, 2011, and continuing on the first day of each month thereafter, Borrower shall deposit, in addition to each monthly payment required under the respective notes evidencing the Monserrate Loans, (i) an amount equal to  $1/12^{\text{th}}$  of the annual amount estimated by Lender to be sufficient to enable Lender to pay all real estate taxes and assessments which may be levied on the respective Mortgaged Properties securing the Monserrate Loans and the yearly premium for fire and other hazard insurance and such other insurance covering such Mortgaged Properties, as the Lender may require in its sole discretion, and (ii) pay Lender such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all such annual real estate taxes and assessments and/or insurance premiums. The monthly deposit required of Borrower under this provision is subject to change by Lender from time to time, based upon Lender's forecast of such annual real estate taxes in Lender's sole discretion. It is expressly understood that all amounts set forth in this provision shall be held by Lender in an escrow account which does not bear interest.

**4. RIGHT TO CURE.** Notwithstanding anything contained in any of the Monserrate Loan Documents to the contrary, in the event of any default or an Event of Default under the Monserrate Loan Documents, and provided such Event of Default is capable of being cured, Borrower shall have a period of fifteen (15) days (the "Extended Cure Period") to cure such Event of Default after Borrower receives notice from Lender of such Event of Default; provided, however, Borrower shall be entitled to no more than three (3) Extended Cure Periods in any one calendar year.

**5. DUE ON SALE / REFINANCING; EXCESS PROCEEDS.** Notwithstanding anything contained in any of the Monserrate Loan Documents to the contrary, Lender shall consent to the sale or refinancing of any of the Mortgaged Premises securing the Monserrate Loans, so long as the then current appraised value (which shall be acceptable to Lender in its sole discretion) of the remaining Mortgaged Premises in the aggregate results in an aggregate loan to value for the remaining Loans of not to exceed eighty percent (80%). The sale proceeds, net of such expenses as Lender approves in its sole discretion (the "Sale Proceeds"), or the proceeds of any refinancing (the "Refi Proceeds"), shall be paid directly to Lender. Lender shall apply such Sale Proceeds to the loan primarily secured by such Mortgaged Premises (the "Subject Loan") until the Subject Loan is paid in full. Any excess Sale Proceeds or Refi Proceeds (the "Excess Proceeds"), shall be divided equally between Borrower (for such use as Borrower shall determine) and Lender, with the Lender's portion being applied to reduce the principal amount of such Loans, as Lender shall determine in its sole discretion. Upon the indefeasible payment in full of all of the Borrower's Liabilities (as defined below), all Excess Proceeds shall be remitted to Borrower.

**6. CROSS-COLLATERALIZATION / CROSS-DEFAULT.** Borrower acknowledges and agrees that (A) any collateral pledged pursuant to the Monserrate Loan Documents secures all of the liabilities and indebtedness to Lender ("Borrower's Liabilities") under the Loan Documents, including, but not limited to, the indebtedness evidenced by the Notes and the other Loan Documents; and (B) Lender shall not release any lien or any of the Mortgages or any other collateral unless and until all of Borrower's Liabilities are paid in full, and (C) any "Default" or



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“Event of Default” (however those terms are defined in any of the Monserrate Loan Documents) by Borrower under any of the Monserrate Loan Documents shall be a default under all of the other Loan Documents.

## 7. REPRESENTATIONS AND WARRANTIES.

7.1 No Conflicts. The execution and delivery of this Modification and the performance by Borrower of his obligations under the Monserrate Loan Documents, as amended hereby, do not and will not conflict with any provision of law or of any other agreement binding upon Borrower.

7.2 Validity and Binding Effect. The Monserrate Loan Documents, as amended hereby, are the legal, valid and binding obligations of Borrower, enforceable against Borrower 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.

7.3 Compliance with Monserrate Loan Documents. The representations and warranties set forth in the Monserrate Loan Documents, as amended hereby, 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 and except for such changes as are specifically permitted under the Monserrate Loan Documents. In addition, Borrower has complied with and are in compliance with all of the covenants set forth in the Monserrate Loan Documents.

7.4 No Event of Default. As of the date hereof, no Event of Default under the Monserrate Loan Documents, as amended hereby, 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.

7.5 Release and Waiver. Borrower does not possess (or have knowledge of) any claims, defenses, offsets or counterclaims against Lender (or its officers, directors, members, shareholders, employees or agents) relating to this Modification or the Monserrate Loan Documents. In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the enforcement of this Modification or the Monserrate Loan Documents, Borrower hereby unconditionally, irrevocably, and unequivocally waives and fully releases Lender (and its officers, directors, shareholders, employees or agents) of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed therein with prejudice.

7.6 Omnibus Amendment. Each of the Monserrate Loan Documents shall be deemed amended to give effect to the provisions of this Modification without need for referencing each of the Monserrate Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the term “Related Documents”, “Other Agreements” or any other term of like import in any of the Monserrate Loan Documents shall mean all of the Monserrate Loan Documents as modified by this Modification (and any notes, amendments and agreements delivered in connection herewith). Additionally, as used in the other Loan Documents, the term “Documents” and/or “Loan Documents” shall now be deemed to include

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this Modification and any other documents, instruments or agreements executed in connection herewith.

**8. CONDITIONS PRECEDENT.** This Modification shall become effective as of the date above first written after receipt by Lender of the following:

8.1 Modification. This Modification duly executed by Borrower, Mortgagors and Lender.

8.2 Marshfield/Augusta Loan Documents. Fully executed copies of the Marshfield/Augusta Loan Documents duly executed by Borrower and Hector and delivered to Lender together with all other documents being entered into pursuant thereto.

8.3 Modification to Loan Documents. That certain Modification to Loan Documents of even date herewith duly executed by Borrower, Israel, Victor and Lender.

8.4 Modification to Loan Documents. That certain Modification to Loan Documents of even date herewith duly executed by Borrower, Victor and Lender.

8.5 Deed in Lieu Agreement. That certain Deed in Lieu Agreement of even date herewith duly executed by Borrower, Hector, Israel and Victor and delivered to Lender together with all documents, agreements and/or instruments in connection therewith.

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

## 9. GENERAL

9.1 Governing Law; Severability. This Modification shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Monserrate Loan Documents and this Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Monserrate Loan Documents and this Modification 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 the Monserrate Loan Documents and this Modification.

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

9.3 Continuing Force and Effect of Monserrate Loan Documents. Except as specifically modified or amended by the terms of this Modification, all other terms and provisions of the Monserrate Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. Borrower, by execution of this Modification, hereby reaffirms, assumes and binds himself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Monserrate Loan Documents.

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

9.5 Expenses. Borrower shall pay all costs and expenses in connection with the preparation of this Modification 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, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Modification 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.

9.6 Counterparts. This Modification may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

9.7 Jury Waiver. BORROWER AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MODIFICATION OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MODIFICATION OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9.8 Trustee Exculpation. This Modification is executed by the Mortgagors, not in their individual capacity, but solely as trustees as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that nothing contained herein or in the Loan Documents shall be construed as creating any liability on Mortgagors, in their individual capacity to pay the Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability in its individual capacity, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

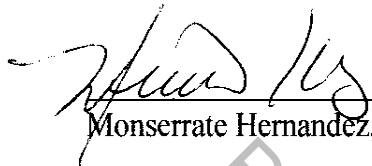
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Omnibus Modification to Loan Documents as of the date first above written.


Attached exoneration rider is incorporated herein

BORROWER:

  
 \_\_\_\_\_  
 Monserrate Hernandez, individually

MORTGAGORS:

CHICAGO TITLE LAND TRUST  
 COMPANY, successor trustee to Cole Taylor  
 Bank, as Trustee u/t/a #03-9801, as aforesaid

By:   
 Its: ASSISTANT VICE PRESIDENT

CHICAGO TITLE LAND TRUST  
 COMPANY, successor trustee to Pinnacle  
 Bank, as Trustee u/t/a #11222, as aforesaid

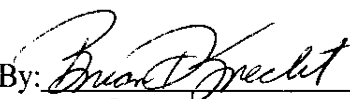
By:   
 Its: ASSISTANT VICE PRESIDENT

CHICAGO TITLE LAND TRUST  
 COMPANY, successor trustee to American  
 National Bank, as Trustee u/t/a #116237-09, as  
 aforesaid

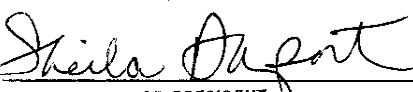
By:   
 Its: ASSISTANT VICE PRESIDENT

LENDER:

INLAND BANK AND TRUST,  
 an Illinois banking corporation

By:   
 Name: BRIAN D. SPOUT  
 Title: VICE PRESIDENT

CHICAGO TITLE LAND TRUST  
 COMPANY, successor trustee to American  
 National Bank and Trust Company, as Trustee  
 u/t/a #116366-02, as aforesaid

By:   
 Its: ASSISTANT VICE PRESIDENT

**UNOFFICIAL COPY****ACKNOWLEDGMENT**

STATE OF ILLINOIS       )  
   ) SS  
 COUNTY OF COOK       )

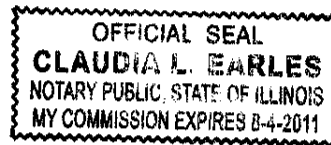
I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Monserrate Hernandez in his individual capacity, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for said uses and purposes.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of DECEMBER, 2010.

Claudia L. Earles

My Commission Expires: 8-4-11

Notary Public



STATE OF ILLINOIS       )  
   ) SS  
 COUNTY OF COOK       )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that \_\_\_\_\_, in his/her capacity as a trust officer of CHICAGO TITLE LAND TRUST COMPANY, as successor trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust(s), for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF ILLINOIS       )  
   ) SS.  
 COUNTY OF COOK       )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT BRIAN SPECHT of INLAND BANK & TRUST, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

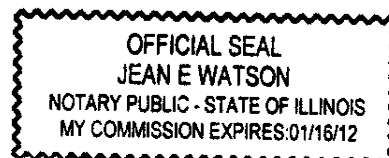
GIVEN under my hand and notarial seal this 27<sup>th</sup> day of DECEMBER 2010

Jean E. Watson

My Commission Expires: 1-16-2012

Notary Public

{00181783.DOC/v5/3037/243/12/28/2010 11:02 AM}





# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

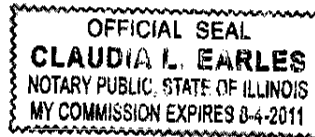
I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Monserrate Hernandez in his individual capacity, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for said uses and purposes.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

Claudia L. Earles

My Commission Expires: 8-4-11

Notary Public



STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that Sheila Davenport, in her capacity as a trust officer of CHICAGO TITLE LAND TRUST COMPANY, as successor trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust(s), for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of Jan., 2011.

Sherrithe Pearson

My Commission Expires: \_\_\_\_\_

Notary Public



STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ of INLAND BANK & TRUST, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

# UNOFFICIAL COPY

## EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Deputy Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A - 1

### 2455-59 DIVISION LOAN DOCUMENTS

The "2455-59 Division Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of January 1, 2010, made by Borrower payable to the order of Lender in the original principal amount of \$295,905.78 (the "2455-59 Division Note");

ii. Mortgage dated as of October 27, 2003 (the "2455-59 Division Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on December 12, 2003, as document no. 0334633109, as amended by that certain Modification to Mortgage dated as of July 1, 2005, recorded in the Cook County Recorder's Office on August 22, 2005, as document no. 0523433151, and that certain Modification to Mortgage dated as of January 1, 2010 recorded in the Cook County Recorder's Office on May 7, 2010, as document no. 1012733174, encumbering the property commonly known as 2455-59 W. Division Street, Chicago, IL 60622 (the "2455-59 Division Property");

iii. Assignment of Rents dated as of October 27, 2003, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on December 12, 2003, as document no. 0334633110, encumbering the 2455-59 Division Property; and

iv. the balance of the "Related Documents" (as defined in the 2455-59 Division Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "2455-59 Division Loan Documents")

# UNOFFICIAL COPY

## EXHIBIT A - 2

### CALIFORNIA LOAN DOCUMENTS

The "California Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of February 1, 2010, made by Borrower payable to the order of Lender in the principal amount of \$253,368.88 (the "California Note");

ii. Mortgage dated as of September 26, 2003 (the "California Mortgage"), made by Borrower in favor of Lender and recorded in Cook County Recorder's Office on December 18, 2003, as document no. 0335242284, as amended by that certain Modification to Mortgage dated as of October 1, 2007, recorded in the Cook County Recorder's Office on November 5, 2007, as document no. 0730957036, that certain Modification to Mortgage dated as of April 1, 2008, recorded in the Cook County Recorder's Office on May 8, 2008, as document no. 0812957001, that certain Modification to Mortgage dated as of April 1, 2009, recorded in the Cook County Recorder's Office on July 23, 2009, as document no. 0920457135, that certain Modification to Mortgage dated as of August 1, 2009, recorded in the Cook County Recorder's Office on December 8, 2009, as document no. 0934257136, and that certain Modification to Mortgage dated as of February 1, 2010, recorded in the Cook County Recorder's Office on April 22, 2010 as document no. 1011241061, encumbering the property commonly known as 1016 N. California Avenue, Chicago, IL 60622-3408 (the "California Property");

iii. Assignment of Rents dated as of September 26, 2003, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on December 18, 2003, as document no. 0335242285, encumbering the California Property; and

iv. the balance of the "Related Documents" (as defined in the California Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "California Loan Documents")

# UNOFFICIAL COPY

## EXHIBIT A – 3

### RAVENSWOOD LOAN DOCUMENTS

The “Ravenswood Loan” evidenced and/or secured by the following:

i. that certain Promissory Note dated as of February 1, 2010, made by Borrower payable to the order of Lender in the principal amount of \$718,351.52 (the “Ravenswood Note”);

ii. Mortgage dated as of October 27, 2003 (the “Ravenswood Mortgage”), made by Borrower in favor of Lender and recorded in the Cook County Recorder’s Office on December 15, 2003, as document no. 0334933017, as amended by that certain Modification to Mortgage dated as of February 20, 2004, recorded in the Cook County Recorder’s Office on March 11, 2004, as document no. 0407135122, that certain Modification to Mortgage dated as of April 1, 2009, recorded in the Cook County Recorder’s Office on June 4, 2009, as document no. 0915557614, that certain Modification to Mortgage dated as of August 1, 2009, recorded in the Cook County Recorder’s Office on December 8, 2009, as document no. 0934257137, and that certain Modification to Mortgage dated as of February 1, 2010, recorded in the Cook County Recorder’s Office on May 7, 2010, as document no. 1012733073, encumbering the property commonly known as 6203-09 N. Ravenswood, Chicago, IL 60660 (the “Ravenswood Property”);

iii. Assignment of Rents dated as of October 27, 2003, made by Borrower in favor of Lender and recorded in the Cook County Recorder’s Office on December 15, 2003, as document no. 0334933018, encumbering the Ravenswood Property; and

iv. the balance of the “Related Documents” (as defined in the Ravenswood Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the “Ravenswood Loan Documents”)



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## EXHIBIT A - 4

### 2652 CORTEZ LOAN DOCUMENTS

The "2652 Cortez Loan" evidenced and/or secured by the following:

i. That certain Promissory Note dated as of February 1, 2010, made by Borrower payable to the order of Lender in the principal amount of \$180,534.67 (the "2652 Cortez Note");

ii. Mortgage dated as of February 20, 2004 (the "2652 Cortez Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on March 4, 2004, as document no. 0406411067, as amended by that certain Modification to Mortgage dated as of April 1, 2009, recorded in the Cook County Recorder's Office on June 4, 2009, as document no. 0915557015, that certain Modification to Mortgage dated as of August 1, 2009, recorded in the Cook County Recorder's Office on December 8, 2009, as document no. 0934257125, and that certain Modification to Mortgage dated as of February 1, 2010, recorded in the Cook County Recorder's Office on April 22, 2010, as document no. 1011241062, encumbering the property commonly known as 2652 W. Cortez, Chicago, IL 60622 (the "2652 Cortez Property");

iii. Assignment of Rents dated as of February 20, 2004, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on March 4, 2004, as document no. 0406411068, encumbering the 2652 Cortez Property; and

iv. the balance of the "Related Documents" (as defined in the 2652 Cortez Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "2652 Cortez Loan Documents")

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## EXHIBIT A – 5

### 2500 THOMAS LOAN DOCUMENTS

The “2500 Thomas Loan” evidenced and/or secured by the following:

i. that certain Promissory Note dated as of October 1, 2007, made by Borrower payable to the order of Lender in the principal amount of \$320,808.69 (the “2500 Thomas Note”);

ii. Mortgage dated as of September 26, 2003 (the “2500 Thomas Mortgage”), made by Chicago Title Land Trust Company, not personally, but as Successor Trustee to LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 9, 1992, and known as Trust No. #116366-02 (“Trust #116366-02”), in favor of Lender and recorded in the Cook County Recorder’s Office on November 25, 2003, as document no. 0332942257, as amended by that certain Modification to Mortgage dated as of October 1, 2007, by and between Trust #116366-02 and Lender and recorded in the Cook County Recorder’s Office on November 8, 2007, as document no. 0731247088, encumbering the property commonly known as 2500 W. Thomas Street, Chicago, IL 60622 (the “2500 Thomas Property”);

iii. Assignment of Rents dated as of September 26, 2003, made by Trust #116366-02 in favor of Lender and recorded in the Cook County Recorder’s Office on November 25, 2003, as document no. 0332942258, encumbering the 2500 Thomas Property; and

iv. the balance of the “Related Documents” (as defined in the 2500 Thomas Mortgage).

(the foregoing (i) through (vi), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the “2500 Thomas Loan Documents”)

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## EXHIBIT A - 6

### 2609 DIVISION LOAN DOCUMENTS

The "2609 Division Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 23, 2006, made by Borrower payable to the order of Lender in the principal amount of \$360,000 (the "2609 Division Note");

ii. Mortgage dated as of March 23, 2006 (the "2609 Division Mortgage"), made by Chicago Title Land Trust Company, not personally, but as Successor Trustee to Cole Taylor Bank, as Trustee under Trust Agreement dated June 20, 2003, and known as Trust No. 03-9801 ("Trust #03-9801"), in favor of Lender and recorded in the Cook County Recorder's Office on April 13, 2006, as document no. 0610347121, encumbering the property commonly known as 2609 W. Division Street, Chicago, IL 60622 (the "2609 Division Property");

iii. Assignment of Rents dated as of March 23, 2006, made by Trust #03-9801 in favor of Lender and recorded in the Cook County Recorder's Office on April 13, 2006, as document no. 0610347122, encumbering the 2609 Division Property, encumbering the 2609 Division Property; and

iv. the balance of the "Related Documents" (as defined in the 2609 Division Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "2609 Division Loan Documents")

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## EXHIBIT A - 7

### FERDINAND LOAN DOCUMENTS

The "Ferdinand Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of July 28, 2006, made by Borrower payable to the order of Lender in the principal amount of \$220,000 (the "Ferdinand Note");

ii. Mortgage dated as of July 28, 2006 (the "Ferdinand Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on August 9, 2006, as document no. 0622147026, encumbering the property commonly known as 4935 W. Ferdinand Street, Chicago, IL 60644, (the "Ferdinand Property");

iii. Assignment of Rents dated as of July 28, 2006, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on August 9, 2006, as document no. 0622147027, encumbering the Ferdinand Property; and

iv. the balance of the "Related Documents" (as defined in the Ferdinand Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Ferdinand Loan Documents")

# UNOFFICIAL COPY

## EXHIBIT A - 8

### W. 33<sup>rd</sup> LOAN DOCUMENTS

The "W. 33<sup>rd</sup> Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of October 19, 2006, made by Borrower payable to the order of Lender in the principal amount of \$176,000 (the "W. 33<sup>rd</sup> Note");

ii. Mortgage dated as of October 19, 2006 (the "W. 33<sup>rd</sup> Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on November 7, 2006, as document no. 0631157066, encumbering the property commonly known as 1801 W. 33<sup>rd</sup> Street, Chicago, IL 60608 (the "W. 33<sup>rd</sup> Property");

iii. Assignment of Rents dated as of October 19, 2006, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on November 7, 2006, as document no. 0631157067, encumbering the W. 33<sup>rd</sup> Property; and

iv. the balance of the "Related Documents" (as defined in the W. 33<sup>rd</sup> Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "W. 33<sup>rd</sup> Loan Documents")



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## EXHIBIT A - 9

### CONGRESS LOAN DOCUMENTS

The "Congress Parkway Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 28, 2007, made by Borrower payable to the order of Lender in the principal amount of \$170,000 (the "Congress Note");

ii. Mortgage dated as of March 28, 2007 (the "Congress Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 3, 2007, as document no. 0709331027, encumbering the property commonly known as 5239 W. Congress Parkway, Chicago, IL 60644 (the "Congress Property");

iii. Assignment of Rents dated as of March 28, 2007, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 3, 2007, as document no. 0709331028, encumbering the Congress Property; and

iv. the balance of the "Related Documents" (as defined in the Congress Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Congress Loan Documents")

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## EXHIBIT A - 10

### NORTH AVE. LOAN DOCUMENTS

The "North Ave. Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 29, 2007, made by Borrower payable to the order of Lender in the principal amount of \$320,000 (the "North Ave. Note");

ii. Mortgage dated as of March 29, 2007 (the "North Ave. Mortgage"), made by Chicago Title Land Trust Company, not personally, but as Successor Trustee to Pinnacle Bank, as Trustee under Trust Agreement dated November 10, 1995, and known as Trust No. 11222 (Trust #11222), in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257056, encumbering the property commonly known as 3454 W. North Ave, Chicago, IL 60647 (the "North Ave. Property");

iii. Assignment of Rents dated as of March 29, 2007, made by Trust #11222 in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257057, encumbering the North Ave. Property; and

iv. the balance of the "Related Documents" (as defined in the North Ave. Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "North Ave. Loan Documents")

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## EXHIBIT A - 11

### THOMAS/HARRISON LOAN DOCUMENTS

The "Thomas/Harrison Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 29, 2007, made by Borrower payable to the order of Lender in the principal amount of \$200,000 (the "Thomas/Harrison Note");

ii. Mortgage dated as of March 29, 2007 (the "2706 Thomas Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257052, encumbering the property commonly known as 2706 W. Thomas St., Chicago, IL 60622 (the "2706 Thomas Property");

iii. Mortgage dated as of March 29, 2007 (the "4918 Harrison Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257054, encumbering the property commonly known as 4918 W. Harrison St., Chicago, IL 60644 (the "Harrison Property");

iv. Assignment of Rents dated as of March 29, 2007, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257053, encumbering the 2706 Thomas Property;

v. Assignment of Rents dated as of March 29, 2007, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 12, 2007, as document no. 0710257055, encumbering the Harrison Property; and

vi. the balance of the "Related Documents" (as defined in the 2706 Thomas Mortgage and the 4918 Harrison Mortgage).

(the foregoing (i) through (vi), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Thomas/Harrison Loan Documents")

# UNOFFICIAL COPY

## EXHIBIT A - 12

### FULLERTON/AUGUSTA LOAN DOCUMENTS

The "Fullerton/Augusta Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of April 27, 2007, made by Borrower payable to the order of Lender in the principal amount of \$290,000 (the "2651 Augusta Note");

ii. Mortgage dated as April 27, 2007 (the "2522 Fullerton Mortgage"), made Trust #11222 in favor of Lender and recorded in the Cook County Recorder's Office on May 15, 2007, as document no. 0713547004, encumbering the property commonly known as 2522 W. Fullerton Avenue, Chicago IL 60647 (the "Fullerton Property");

iii. Mortgage dated as of April 27, 2007 (the "2651 Augusta Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on May 15, 2007, as document no. 0713547006, encumbering the property commonly known as 2651 W. Augusta Blvd., Chicago, IL 60622 (the "2651 Augusta Property");

iv. Assignment of Rents dated as of April 27, 2007, made by Trust #11222 in favor of Lender and recorded in the Cook County Recorder's Office on May 15, 2007, as document no. 0713547005, encumbering the Fullerton Property;

v. Assignment of Rents dated as of April 27, 2007, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on May 15, 2007, as document no. 0713547007, encumbering the 2651 Augusta Property; and

vi. the balance of the "Related Documents" (as defined in the 2522 Fullerton Mortgage and the 2651 Augusta Mortgage).

(the foregoing (i) through (vi), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Fullerton/Augusta Loan Documents")

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## EXHIBIT A - 13

### CORTEZ/AUGUSTA LOAN DOCUMENTS

The "Cortez/Augusta Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 15, 2008, made by Borrower payable to the order of Lender in the principal amount of \$250,000 (the "Cortez/Augusta Note");

ii. Mortgage dated as of March 15, 2008 (the "Cortez/Augusta Mortgage"), made by Borrower and Chicago Title Land Trust Company, not personally, but as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 3, 1992, and known as Trust No. 116237-09 ("Trust #116237-09"), in favor of Lender and recorded in the Cook County Recorder's Office on March 24, 2008, as document no. 0808447012, encumbering the property commonly known as 2646 W. Augusta Boulevard, Chicago, IL 60622 and 2612 W. Cortez Street, Chicago, IL 60622, respectively (the "Cortez/Augusta Property");

iii. Assignment of Rents dated as of March 15, 2008, made by Borrower and Trust #116237-09 in favor of Lender and recorded in the Cook County Recorder's Office on March 24, 2008, as document no. 0808447013, encumbering the Cortez/Augusta Property (the foregoing (i) through (iii) the "Cortez/Augusta Loan Documents"); and

iv. the balance of the "Related Documents" (as defined in the Cortez/Augusta Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Cortez/Augusta Loan Documents")



# UNOFFICIAL COPY

## EXHIBIT A - 17

### DIVERSEY LOAN DOCUMENTS

The "Diversey Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 23, 2006, made by Borrower, Victor, Israel Garcia, an individual ("Israel"), payable to the order of Lender in the principal amount of \$275,000 (the "Diversey Note");

ii. Mortgage dated as of March 23, 2006 (the "2820 Diversey Mortgage"), made by Borrower, Victor and Israel in favor of Lender and recorded in the Cook County Recorder's Office on April 13, 2006, as document no. 0610347118, encumbering the property commonly known as 2820 W Diversey Avenue, Chicago, IL 60647 (the "Diversey Property");

iii. Assignment of Rents dated as of March 23, 2006, made by Borrower, Victor and Israel in favor of Lender and recorded in the Cook County Recorder's Office on April 13, 2006, as document no. 0610347119, encumbering the Diversey Property; and

iv. the balance of the "Related Documents" (as defined in the Diversey Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Diversey Loan Documents")

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTIONS

#### 2455-59 Division Loan Property:

Common Address: 2455-59 W. Division St., Chicago, IL 60622  
PIN: 16-01-403-001-0000

#### Legal Description:

LOTS 24 & 25 IN MCCREARY'S SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### California Loan Property:

Common Address: 1016 N. California Ave., Chicago, IL 60622  
PIN: 16-01-312-024-0000

#### Legal Description:

LOT 9 IN BLOCK 9 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3-5, 7-11, 13-15 AND LOTS 2, 4 AND 5 OF BLOCK 17 ALL IN CARTERS SUBDIVISION OF BLOCKS 1-4 AND 7 OF CLIFFORD ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Ravenswood Loan Property:

Common Address: 6203-09 N. Ravenswood Ave., Chicago, IL 60660  
PIN: 14-06-209-007-0000

#### Legal Description:

THE WEST 32 FEET OF LOT 15 IN BLOCK 15 IN HIGH RIDGE, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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## EXHIBIT A - 14

### 1809 AUGUSTA LOAN DOCUMENTS

The "1809 Augusta Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 15, 2008, made by Borrower payable to the order of Lender in the principal amount of \$375,000 (the "1809 Augusta Note");

ii. Mortgage dated as of March 15, 2008 (the "1809 Augusta Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on March 24, 2008, as document no. 0808447015, encumbering the property commonly known 1809 W. Augusta Blvd., Chicago, IL 60622 (the "1809 Augusta Property");

iii. Assignment of Rents dated as of March 15, 2008, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on March 24, 2008, as document no. 0808447016, encumbering the 1809 Augusta Property; and

iv. the balance of the "Related Documents" (as defined in the 1809 Augusta Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "1809 Augusta Loan Documents")

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## EXHIBIT A - 15

### 2530 AUGUSTA LOAN DOCUMENTS

The "2530 Augusta Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 27, 2008, made by Borrower payable to the order of Lender in the principal amount of \$400,000 (the "2530 Augusta Note");

ii. Mortgage dated as of March 27, 2008 (the "2530 Augusta Mortgage"), made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 9, 2008, as document no. 0810047049, encumbering the property commonly known as 2530 W. Augusta Blvd, Chicago, IL 60622 (the "2530 Augusta Property");

iii. Assignment of Rents dated as of March 27, 2008, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on April 9, 2008, as document no. 0810047050, encumbering the 2530 Augusta Property; and

iv. the balance of the "Related Documents" (as defined in the 2530 Augusta Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "2530 Augusta Loan Documents")

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## EXHIBIT A - 16

### CENTRAL PARK LOAN DOCUMENTS

The "Central Park Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated as of March 26, 2007, made by Borrower and Victor H. Garcia, an individual ("Victor"), payable to the order of Lender in the principal amount of \$195,000 (the "Central Park Note");

ii. Mortgage dated as of March 26, 2007 (the "Central Park Mortgage"), made by Borrower and Victor in favor of Lender and recorded in the Cook County Recorder's Office on April 6, 2007, as document no. 0709647230, encumbering the property commonly known as 614 N. Central Park Ave, Chicago, IL 60624 (the "Central Park Property");

iii. Assignment of Rents dated as of March 26, 2007, made by Borrower and Victor in favor of Lender and recorded in the Cook County Recorder's Office on April 6, 2007, as document no. 0709647231, encumbering the Central Park Property; and

iv. the balance of the "Related Documents" (as defined in the Central Park Mortgage).

(the foregoing (i) through (iv), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Central Park Loan Documents")



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## EXHIBIT A - 18

### MARSHFIELD/AUGUSTA LOAN DOCUMENTS

The "Marshfield/Augusta Loan" evidenced and/or secured by the following:

i. that certain Promissory Note dated of even date herewith made by Borrower and Hector Perez, an individual ("Hector"), payable to the order of Lender in the original principal amount of \$505,000.00 (the "Marshfield/Augusta Note");

ii. Business Loan Agreement dated as of December 27, 2010, by and among Monserrate, Hector and Lender;

iii. Mortgage dated as of December 27, 2010 (the "Marshfield/Augusta Mortgage"), made by Borrower, Hector and Maria Perez (wife of Hector) in favor of Lender and to be recorded in the office of the Cook County Recorder of Deeds (the "Cook County Recorder's Office"), encumbering the property commonly known as 2525 W. Augusta Blvd., Chicago, IL (the "2525 Augusta Property") and the property commonly known as 6405 S. Marshfield Avenue, Chicago, IL (the "Marshfield Property");

iv. Assignment of Rents dated as of December 27, 2010, made by Borrower, Hector and Maria Perez (wife of Hector) in favor of Lender and to be recorded in the Cook County Recorder's Office encumbering the 2525 Augusta Property and the Marshfield Property; and

v. the balance of the "Related Documents" (as defined in the Marshfield/Augusta Mortgage).

(the foregoing (i) through (vi), as may be amended, replaced, renewed, extended or restated from time to time, referred to, collectively, as the "Marshfield/Augusta Loan Documents")

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## 2652 Cortez Loan Property:

Common Address: 2652 W. Cortez St., Chicago, IL 60622

PIN: 16-01-409-028-0000

### Legal Description:

LOT 25 IN BLOCK 4 IN WATEISS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## 2500 Thomas Loan Property:

Common Address: 2500 W. Thomas St., Chicago, IL 60622

PIN: 16-01-406-050-0000

### Legal Description:

LOT 85 IN GROSS HUMBOLDT PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 1 SQUARE ACRE IN THE NORTHEAST CORNER AND 1 SQUARE ACRE IN THE NORTHWEST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

## 2609 Division Loan Property:

Common Address: 2609 W. Division St., Chicago, IL 60622

PIN: 16-01-401-046

### Legal Description:

LOT 1 (EXCEPT THE EAST 15 FEET) AND THE EAST 2 INCHES OF LOT 2 IN BLOCK 1 IN WETHERBEE AND GREGORY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 100 FEET THEREOF) ALSO THE WEST 6 3/4 INCHES OF LOT 1 IN GROSS' 3RD HUMBOLDT PARK ADDITION TO CHICAGO ALL IN COOK COUNTY, ILLINOIS.

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## Ferdinand Loan Property:

Common Address: 4935 W. Ferdinand St., Chicago, IL 60644  
PIN: 16-09-228-009

### Legal Description:

LOT 15 IN BLOCK 6 IN CRAFT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CENTRAL AND NORTHWEST RAILROAD), IN COOK COUNTY, ILLINOIS.

## W. 33<sup>rd</sup> Loan Property:

Common Address: 1801 W. 33rd St., Chicago, IL 60608  
PIN: 17-31-217-017 vol. 520

### Legal Description:

LOT 1 SUB-BLOCK 1 IN THE SUBDIVISION OF BLOCK 14, 16 AND 17 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Congress Parkway Loan Property:

Common Address: 5239 W. Congress Parkway, Chicago, IL 60644  
PIN: 16-16-122-007-0000

### Legal Description:

LOT 36 IN S. HAMBERG'S SUBDIVISION OF LOTS 82, 83, 84 AND THAT PART OF LOT 77 LYING WEST OF 52ND AVENUE IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## North Ave. Loan Property:

Common Address: 3454 W. North Ave., Chicago, IL 60647  
PIN: 13-35-419-050 Vol. 375

### Legal Description:

LOT 22 AND THE EAST 0.50 FEET OF LOT 23 IN C. B. SIMON'S RE-SUBDIVISION OF BLOCK 20 OF EDWARD SIMON'S ORIGINAL SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## Thomas/Harrison Loan Properties:

Common Address: 2706 W. Thomas St., Chicago, IL 60622

PIN: 16-01-404-043 Vol. 536

### Legal Description:

LOT 46 IN BLOCK 3 IN WETHERBEE AND GREGORY'S SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 4918 W. Harrison St., Chicago, IL 60644

PIN: 16-16-221-847 Vol. 565

### Legal Description:

LOT 112 IN MANDELL'S SUBDIVISION OF LOTS 14 TO 19 BOTH INCLUSIVE, IN SCHOLL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## Fullerton/Augusta Loan Properties:

Common Address: 2522 W. Fullerton Ave., Chicago, IL 60647

PIN: 13-25-429-030 Vol. 529

### Legal Description:

LOT 10 IN BLOCK 21 IN CROSBY AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Common Address: 2651 W. Augusta Blvd., Chicago, IL 60622

PIN: 16-01-418-003 Vol. 536

### Legal Description:

LOT 21 IN BLOCK 1 IN EASTON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Cortez/Augusta Loan Properties:

Common Address: 2612 W. Cortez St., Chicago, IL 60622

PIN: 16-01-409-043

### Legal Description:

LOTS 40 AND 41 (EXCEPT THE EAST 16 FEET OF LOT 41 TAKEN FOR ALLEY) IN BLOCK 4 IN WATRISS' SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 (EXCEPT THE EAST 115 FEET THEREOF)

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IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

Common Address: 2646 W. Augusta Blvd., Chicago, IL 60622

PIN: 16-01-413-025

Legal Description:

LOT 27 IN BLOCK 3 IN WATRISS' SUBDIVISION OF THE SOUTH 1/2 OF THE  
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 (EXCEPT THE EAST 115  
FEET THEREOF) IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1809 Augusta Loan Property:

Common Address: 1809 W. Augusta Blvd., Chicago, IL 60622

PIN: 17-06-424-008-0000 Vol. 585

Legal Description:

LOT 4 IN BOAKE'S RE-SUBDIVISION OF BLOCK 5 IN COCHRAN AND OTHERS  
SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

2530 Augusta Loan Property:

Common Address: 2530 W. Augusta Blvd., Chicago, IL 60622

PIN: 16-01-414-029 Vol. 536

Legal Description:

THE EAST 1/2 OF LOT 35 AND ALL OF LOT 36 IN LEHMER'S SUBDIVISION OF THE  
SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF  
SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Central Park Loan Property:

Common Address: 614 N. Central Park Ave., Chicago, IL 60624

PIN: 16-11-117-035 Vol. 552

Legal Description:

LOT 17 IN HENDERSON'S SUBDIVISION OF BLOCK 8 OF W.J. MORTON'S  
SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11,  
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

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## Diversey Loan Property:

Common Address: 2820 W. Diversey Ave., Chicago, IL 60647  
PIN: 13-25-136-035

### Legal Description:

LOT 298 IN GIVENS AND GILBERT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Marshfield/Augusta Loan Properties:

Common Address: 2525 W Augusta Blvd, Chicago, IL 60622  
PIN:16-01-419-013-0000

### Legal Description:

LOT 11 IN BLOCK 1 IN DEMAREST AND KAMERLING'S COLUMBIAN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6405 S Marshfield Avenue, Chicago, IL 60636  
PIN:20-19-215-003-0000

### Legal Description:

LOT 46 IN BLOCK 32 OF DREXEL PARK, BLOCKS IN THE 1/4 OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.