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1108418074

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

James A. Schraidt, Esq.
SCOTT & KRAUS, LLC
150 South Wacker Drive, Suite 2900
Chicago, IL 60606

Doc#: 1108418074 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2011 02:55 PM Pg: 1 of 15

PIN(s):

17-32-300-078; 17-32-300-079;
17-32-300-080; 17-32-300-081;
17-32-300-184.

Property Address:

3815 Ashland
Chicago, Illinois

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EIGHTH MODIFICATION TO LOAN DOCUMENTS

THIS EIGHTH MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is dated as of January 31, 2011, by and among JAMES P. AVGERIS, an individual (the "Borrower"), STEWART W. MILLS, AS CO-TRUSTEE OF THE J.C.A. GIFT TRUST UNDER TRUST AGREEMENT DATED JULY 9, 1992, as amended from time to time (the "Guarantor"), 3815 ASHLAND L.L.C., an Illinois limited liability company ("3815 Ashland" or "Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation (the "Lender"), whose address is 225 West Washington Street, Ninth Floor, Chicago, Illinois 60606.

WITNESSETH:

A. Lender made a loan to Borrower in the principal amount of \$3,740,154.65 (the "Loan").

B. One or more of Borrower, Guarantor, 3815 Ashland and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and securing the Loan (collectively, the "Loan Documents"):

1. Amended and Restated Note dated as of August 1, 2009, made by Borrower payable to the order of Lender in the maximum principal amount of \$3,740,154.65 (the "Note");

2. Revolving Credit Loan Agreement dated as of January 15, 2003, by

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and between Borrower and Lender, as supplemented by that certain Rider and Supplement to Revolving Credit Loan Agreement Property Number 2 (the "Loan Agreement").

3. Mortgage dated as of February 10, 2003, made by 3815 Ashland in favor of Lender (the "Mortgage"), and recorded in the office of the Cook County Recorder of Deeds ("Cook County Recorder") on March 6, 2003, as document no. 0030311206, encumbering the property identified on Exhibit "A" thereto (the "Mortgaged Property");

4. Collateral Assignment of Rents and Leases dated as of February 10, 2003, made by 3815 Ashland in favor of Lender, and recorded in the office of the Cook County Recorder of Deeds on March 6, 2003, as document no. 0030311207, encumbering the Mortgaged Property;

5. Security Agreement dated as of February 10, 2003, made by 3815 Ashland in favor of Lender;

6. Security Agreement (Collateral Account) dated as of August 1, 2009, made by Borrower in favor of Lender;

7. Absolute and Unconditional Guaranty dated as of January 15, 2003 (the "Guaranty"), made by the Guarantor in favor of Lender;

8. Environmental Indemnity Agreement dated as of February 10, 2003, made by Borrower and 3815 Ashland in favor of Lender;

9. Hypothecation Agreement dated as of February 10, 2003, made by 3815 Ashland in favor of Lender; and

10. any and all other documents, agreements or instruments executed or delivered at any time in connection with the Loan.

C. The Loan Documents have been modified and amended by the following (collectively, the "Prior Modification Agreements"):

1. Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents dated as of January 31, 2006, by and among Borrower, Guarantor, 3815 Ashland, 2775 Office L.L.C., an Illinois limited liability company ("2775 Office") and Lender and recorded with the Cook County Recorder on May 9, 2006, as document no. 612931028;
2. Second Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and

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Loan Documents dated as of January 31, 2007, by and among Borrower, Guarantor, 3815 Ashland, 2775 Office and Lender and recorded with the Cook County Recorder on April 18, 2007, as document no. 0710801200;

3. Third Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents dated as of March 5, 2008, by and among Borrower, Guarantor, 3815 Ashland, 2775 Office, and Lender and recorded with the Cook County Recorder on April 15, 2008, as document no. 810618051;
4. Fourth Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents dated as of January 31, 2009, by and among Borrower, Guarantor, 3815 Ashland, and Lender and recorded with the Cook County Recorder on April 1, 2009 as document no. 0909118039 and recorded with the Cook County Recorder on April 1, 2009, as document no. 0909118039;
5. Fifth Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents dated as of May 1, 2009, by and among Borrower, Guarantor, 3815 Ashland and Lender and recorded with the Cook County Recorder on June 4, 2009, as document no. 0915531069;
6. Sixth Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents dated as of August 1, 2009, by and among Borrower, Guarantor, 3815 Ashland and Lender and recorded with the Cook County Recorder on October 8, 2009, as document no. 0928144020; and
7. Seventh Modification to Loan Documents dated as of January 31, 2010, by and among Borrower, Guarantor, 3815 Ashland and Lender and recorded with the Cook County Recorder on March 17, 2010, as document no. 1007631124.

D. The parties desire to make certain modifications and amendments to the Loan Documents as previously modified and amended by the Prior Modification Agreements to, among other things: (i) extend the maturity date of the Note to August 31, 2011, (ii) modify periodic payments under the Note, (iii) provide for a mandatory deposit into the Pledge Account, (iii) provide for mandatory principal prepayment, and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals,

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restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

E. As of the date of this Agreement, there is an outstanding balance of \$3,565,614.13 due and owing by Borrower to Lender under the Note.

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

1. AGREEMENTS

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

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

1.3 REFERENCES TO DOCUMENTS. Except as otherwise stated in this Agreement, all references in this Agreement to any one or more of the Loan Documents shall be deemed to include the previous modifications and amendments to the Loan Document provided for in the Prior Modification Agreements, whether or not express reference is made to such previous modifications and amendments.

2. AMENDMENT TO THE LOAN DOCUMENTS

2.1 Extension of Maturity Date. All references in the Loan Documents to the maturity or the "Maturity Date" of the Note shall mean August 31, 2011. The words and figures "January 31, 2011" in reference to the maturity or the "Maturity Date" of the Note are hereby replaced with the words and figures "August 31, 2011" in each place they appear in the Loan Documents.

3. AMENDMENT TO THE NOTE. Section 1.2 of the Note is hereby amended and restated as follows:

1.2 Payment.

FOR VALUE RECEIVED, Borrower hereby promises to pay on or before August 31, 2011 (the "Maturity Date"), in lawful money of the United States of American to the order of Lender the principal amount of Three Million Five Hundred Sixty-Five Thousand Six Hundred Fourteen and 13/100 Dollars (\$3,565,614.13) (the "Principal Sum"), together with interest on the principal balance of this Note remaining from time to time unpaid (the "Principal Balance") as follows:

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Seven (7) equal consecutive monthly payments of principal in the amount of Seventeen Thousand Four Hundred Sixty-Seven and 18/100 Dollars (\$17,467.18) each, together with monthly payments of interest at the Loan Rate (as hereinafter defined) shall be payable commencing on February 1, 2011, and thereafter on the first day of each succeeding month through and including August 1, 2011. A final balloon payment of all of the Principal Balance hereunder and unpaid interest accrued thereon shall become due, if not sooner paid or due by acceleration or otherwise, on the Maturity Date. Notwithstanding the foregoing, after maturity of this Note or upon the occurrence and continuation of an Event of Default (as hereinafter defined), the interest rate on the Principal Balance of this Note shall be increased to the Default Rate (as hereinafter defined) until this Note is fully paid.

The time is hereby extended for the payment of any monthly payment or for performance of any act or for the exercise of any right if the due date thereof falls on a Saturday, Sunday or any other day which is not a business day of Lender. Such payment shall be made or act performed or right exercised on the next succeeding business day of Lender with the same force and effect as if done on the nominal dates provided in this Note.

4. MANDATORY PLEDGE ACCOUNT DEPOSIT. Contemporaneously herewith, Borrower shall deposit into the Pledge Account an amount not less than One Hundred Six Thousand and No/100 Dollars (\$106,000.00) (the "Pledge Account Deposit"). Provided no default or Event of Default shall have occurred and then be continuing under the Loan Documents, funds in the Pledge Account may be used to pay interest which shall accrue on the Loan during the six (6) month period preceding the maturity date of the Note and shall be withdrawn and applied by Lender to make such interest payments in accordance with the Note.

5. MANDATORY PRINCIPAL PREPAYMENT. Contemporaneously herewith, Borrower shall pay to Lender, as a principal prepayment of the Note, the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Mandatory Prepayment"). Such principal prepayment shall be in addition to any periodic payment of principal and interest due under the Note.

6. DOCUMENTS TO REMAIN IN EFFECT; CONFIRMATION OF OBLIGATIONS; REFERENCES. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended by the Prior Modification Agreements and as expressly modified and amended herein. Each of the Borrower, Guarantor and 3815 Ashland hereby (i) confirms and reaffirms all of its or his obligations under the Loan Documents, as previously modified and amended by the Prior Modification Agreements and as modified and amended herein; (ii) acknowledges and agrees that the Lender, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Loan Documents, or any

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rights or remedies under any of the Loan Documents except as expressly provided herein; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that it or he does not have any defense, set off or counterclaim to the payment or performance of any of its or his obligations under the Loan Documents as previously modified and amended by the Prior Modification Agreements and as modified and amended herein. All references in the Loan Documents to any one or more of the Loan Documents, or to the "Loan Documents" shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Prior Modification Agreements and as modified and amended by this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Authorization; No Conflicts. This Agreement has been duly authorized, executed and delivered by Borrower, Guarantor and 3815 Ashland and constitutes a valid and legally binding obligation enforceable against Borrower, Guarantor and 3815 Ashland. The execution and delivery of this Agreement and the Loan Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of organization or operating agreement of 3815 Ashland, or any agreement or other instrument to which Borrower, Guarantor or 3815 Ashland is a party, or by which any such party is bound, or to which any of his or its properties are subject, or any existing law, administrative regulation, court order or consent decree to which any such party is subject.

7.2 Compliance with Loan Documents. The representations and warranties set forth in the 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 Loan Documents. In addition, each of Borrower, Guarantor and 3815 Ashland has complied with and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

7.3 No Litigation. There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Loan Documents, or questioning the validity thereof, or in any way contesting the existence or powers of Borrower or any Guarantor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Loan Documents, or would result in any material adverse change in the financial condition, properties, business or operations of Borrower or any Guarantor.

7.4 Recitals. The statements contained in the recitals to this Agreement are true and correct.

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7.5 Validity and Binding Effect of Loan Documents. The Loan Documents, as amended hereby, are legal, valid and binding obligations of Borrower, Guarantor and 3815 Ashland, enforceable against Borrower, Guarantor and 3815 Ashland in accordance with their respective 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.

8. RELEASE AND WAIVER. Each of Borrower, Guarantor and 3815 Ashland does hereby release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the administration of the Loan Documents, all indebtedness, obligations and liabilities of Borrower, Guarantor and/or 3815 Ashland to Lender and any agreements, documents and instruments relating to the Loan Documents (collectively, the "Claims"), which Borrower, Guarantor and/or 3815 Ashland now have against Lender or ever had, or which might be asserted by their heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Agreement. Each of Borrower, Guarantor and 3815 Ashland expressly acknowledges and agrees that they have been advised by counsel in connection with this Agreement and that they each understand that this Paragraph constitutes a general release of Lender and that they each intend to be fully and legally bound by the same.

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

9.1 Agreement. This Agreement duly executed by Borrower, Guarantor, 3815 Ashland and Lender.

9.2 Pledge Account Deposit. The Pledge Account Deposit.

9.3 Mandatory Prepayment. The Mandatory Prepayment.

9.4 Trust Certificate. Trust Certificate duly executed by the trustee of Guarantor.

9.5 Certified Resolutions. A certified copy of resolutions of the manager of 3815 Ashland authorizing the execution, delivery and performance of this Agreement and the related loan documents.

9.6 Extension Fee. An extension fee in the amount of \$17,828.00, which fee shall be fully earned by and paid to Lender upon execution of this Agreement.

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9.7 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel, and pay such fees as Lender may request or have listed on the Closing Index of even date herewith.

10. GENERAL.

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

10.2 Successors and Assigns. This Agreement shall be binding upon Borrower, Guarantor, 3815 Ashland and Lender and their respective successors, assigns and personal representatives, and shall inure to the benefit of Borrower, Guarantor, 3815 Ashland and Lender and the successors and assigns of Lender.

10.3 Expenses. Borrower shall pay all costs and expenses in connection with the preparation of this Agreement 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 Agreement 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.

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

10.5 Jury Waiver. BORROWER, GUARANTOR, 3815 ASHLAND 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 AMENDMENT 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 AMENDMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE

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THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

10.6 Compliance with Certain Financial Institution Regulatory Restrictions. Borrower shall ensure that no person who owns a controlling interest in or otherwise controls Borrower is or shall be (a) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (b) a person designated under Section 1(a), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders. Borrower shall comply with all applicable Bank Secrecy Act and anti-money laundering laws and regulations.

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

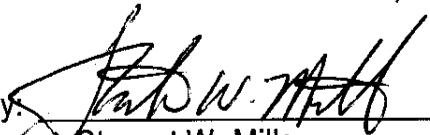
BORROWER:



JAMES P. AVGERIS, individually

GUARANTOR:


J.C.A. GIFT TRUST UNDER TRUST AGREEMENT DATED JULY 9, 1992

By: 

Name: Stewart W. Mills
Title: Co-Trustee

LENDER:

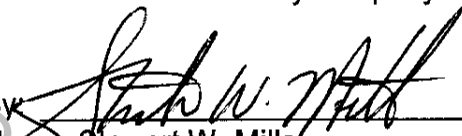
COLE TAYLOR BANK,
an Illinois banking corporation

By: 

Name: DENNIS ROURKE
Title: SENIOR VICE PRESIDENT

MORTGAGOR:

3815 ASHLAND, L.L.C.,
an Illinois limited liability company

By: 

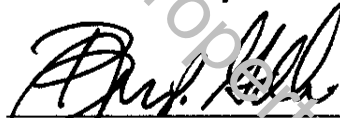
Name: Stewart W. Mills
Title: Manager

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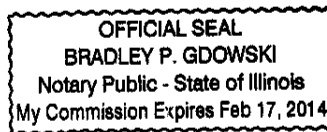
STATE OF ILLINOIS)
 DUNAGE)
COUNTY OF COOK) SS

I, BRADLEY P. GDOWSKI, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES P. AVGERIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument in the capacity described herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of March, 2011.



Notary Public



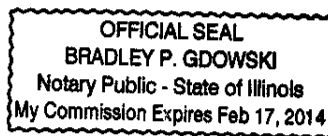
STATE OF ILLINOIS)
 DUNAGE)
COUNTY OF COOK) SS

I, BRADLEY P. GDOWSKI, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEWART W. MILLS, Co-Trustee of the J.C.A. GIFT TRUST UNDER TRUST AGREEMENT DATED JULY 9, 1992, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument in the capacity described herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of March, 2011.



Notary Public



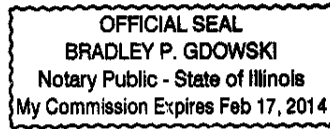
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STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ ^{DWAGE})

I, BRADLEY P. GDOWSKI, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEWART W. MILLS, Manager of 3815 ASHLAND, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument in the capacity described herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of March, 2011.

Bradley P. Gdowski
Notary Public

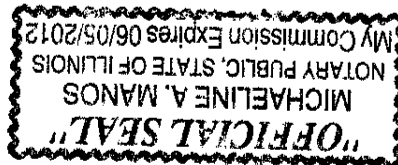


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MICHAELINE A. MANOS, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DENNIS ROURKE, the S.V.P. of COLE TAYLOR BANK, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument in the capacity described herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of March, 2011.

Michaeline A. Manos
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32, WITH A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 462.93 FEET; THENCE NORTHEASTERLY ON CURVE CONVEX TO SOUTH EAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SECTION 32 AFORESAID; THENCE NORTH ON LAST DESCRIBED LINE 41.03 FEET TO A POINT 77.2 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 227.2 FEET, A DISTANCE OF 180.25 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 145 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE WEST ON LAST DESCRIBED LINE 338 FEET TO A POINT IN A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID; THENCE SOUTH ON LAST DESCRIBED LINE 130 FEET TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 303.54 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 192 FEET, A DISTANCE OF 273.82 FEET MORE OR LESS, TO A POINT 526.56 FEET EAST OF THE WEST LINE AND 427.5 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE A DISTANCE OF 44.89 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SAID SECTION 32, SAID POINT BEING 471.93 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTH ON LAST DESCRIBED PARALLEL LINE A DISTANCE OF 75.07 FEET MORE OR LESS TO A POINT WHICH IS 118.23 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON A

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CURVE CONVEXED TO SOUTHEAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, SAID POINT BEING 495.93 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ON LAST DESCRIBED PARALLEL LINE 462.93 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON LAST DESCRIBED PARALLEL LINE 127.35 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE A DISTANCE OF 280 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 313 FEET EAST OF THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 63 FEET TO A POINT OF CURVE; THENCE ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO NORTHWEST, WITH A RADIUS OF 208 FEET A DISTANCE OF 193.92 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SECTION 32, AFORESAID; THENCE WEST ON LAST DESCRIBED LINE A DISTANCE OF 354.05 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 (BEING THE EAST LINE OF SOUTH ASHLAND AVENUE); THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 230 FEET TO A POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THE EAST 43 FEET OF THE WEST 576 FEET OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF WEST 38TH STREET AND NORTH OF THE NORTH LINE OF WEST 39TH STREET (PERSHING ROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 303.54 FEET TO A POINT OF CURVE AND POINT OF

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BEGINNING; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 192 FEET, A DISTANCE OF 273.82 FEET MORE OR LESS, TO A POINT 526.56 FEET EAST OF THE WEST LINE AND 427.5 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE A DISTANCE OF 44.89 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SAID SECTION 32, SAID POINT BEING 471.93 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 85.23 FEET MORE OR LESS TO A POINT WHICH IS 386.68 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 208 FEET, A DISTANCE OF 123 FEET, MORE OR LESS, TO A POINT 461.55 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND 289.6 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 42.70 FEET TO A POINT 426.23 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE WEST ALONG A LINE 263 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32, 89.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 20 FEET TO A LINE PARALLEL TO AND 596 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 484.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 262.70 FEET AN ARC DISTANCE OF 128.24 FEET TO A POINT 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 AND 626.57 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ALONG A LINE 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, 50.57 FEET TO A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON SAID PARALLEL LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN NOS. 17-32-300-078, 17-32-300-079, 17-32-300-080, 17-32-300-081 AND 17-32-300-184