



1127731065

Doc#: 1127731065 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/04/2011 04:48 PM Pg: 1 of 20

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-17-215-011-0000

Address:

Street: 4616-20 North Clarendon

Street line 2:

City: Chicago

State: IL

ZIP Code: 60640

Lender: First Chicago Bank & Trust

Borrower: 4616 N Kenmore LLC

Loan / Mortgage Amount: \$676,186.34

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 65F62331-D05A-46DA-8A3A-A91D4AF118B2

Execution date: 07/05/2011

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This instrument prepared by
and please return to:

Polsinelli Shughart PC
161 North Clark Street, Suite 4200
Chicago, Illinois 60601-3316
Attention: Kimberly K. Enders, Esq.

Loan No. 112007589-1

Loan No. 112028067

Loan No. 807

Loan No. 112029871

Parcel No. 1:

P.I.N.:

14-17-215-011-0000

COMMONLY KNOWN AS:

4616-10 North Clarendon, Chicago, IL 60640

Parcel No. 2:

P.I.N.:

14-19-329-056-0000

COMMONLY KNOWN AS:

2252-58 W. Belmont Avenue, Commercial Unit 1, Commercial Unit 2 and
Commercial Unit 3, Chicago, IL 60618

Parcel No. 3:

P.I.N.:

14-17-210-024-1001, 14-17-210-024-1005, 14-17-210-024-1008 and
14-17-210-024-1015

COMMONLY KNOWN AS:

4616-18 N. Kenmore, Units 201, 205, 301 and 401, Chicago, IL 60640

Parcel No. 4:

P.I.N.:

11-30-409-001-0000

COMMONLY KNOWN AS:

7363-83 North Winchester, Chicago, IL 60626

TENTH EXTENSION, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

Northbrook Bank & Trust Company, as successor to First Chicago Bank & Trust, an Illinois state chartered bank ("**Lender**"), and 4614 North Clarendon, LLC, an Illinois limited liability company ("**Clarendon LLC**"), 4616 North Kenmore LLC, an Illinois limited liability company ("**Kenmore LLC**"), 7363-83 North Winchester, LLC, an Illinois limited liability company ("**Winchester LLC**"), Oakley Commercial LLC, an Illinois limited liability company ("**Oakley LLC**") and John C. O'Flaherty ("**Guarantor**") hereby enter into the following Tenth Extension, Cross-Collateralization and Cross-Default Agreement ("**Tenth Extension Agreement**"). Clarendon LLC, Kenmore LLC and Winchester LLC are collectively referred to as "**Borrowers.**" Borrowers, Oakley LLC and Guarantor are collectively referred to as "**Obligors.**"

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RECITALS

Lender and the Obligors herewith acknowledge that:

1. Borrowers have borrowed loans outstanding in the aggregate amount of \$4,920,629.00 as of June 30, 2011 from Lender under the terms of four (4) loans ("**Loans**"), described, evidenced and secured as follows:

A. A loan in the original note amount of \$4,073,048.00 ("**Original Clarendon Loan**") evidenced by a Promissory Note executed by Clarendon LLC dated May 6, 2005 under loan number 112007589-1 ("**Clarendon Note**"). The Clarendon Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing dated May 6, 2005 ("**Clarendon Mortgage**"), under which Clarendon LLC granted to Lender a security interest in property more fully described therein, and commonly known as 4616-20 North Clarendon, Chicago, Illinois ("**Clarendon Property**"). The Clarendon Mortgage was recorded with the Cook County, Illinois Recorder of Deeds on May 12, 2005 as Document No. 0513235181. Clarendon LLC also executed a Construction Loan Agreement ("**Clarendon Loan Agreement**"), an Environmental, ADA and ERISA Indemnification Agreement, an Assignment of Project Documents and an Assignment and Pledge of Earnest Money and Real Estate Sale Contracts. Guarantor executed a Guaranty of Note, Mortgage and Other Undertakings of the Clarendon Loan ("**Clarendon Guaranty**"). As of December 1, 2006, Clarendon LLC, Guarantor and Lender entered into a Loan Modification Agreement ("**Clarendon First Modification**"), pursuant to which Lender extended the maturity date of the Clarendon Loan until June 1, 2007. The Clarendon First Modification was recorded with the Cook County, Illinois Recorder of Deeds on January 11, 2007 as Document No. 0701122117. As of June 1, 2007, there was \$1,446,992 of Clarendon Loan proceeds outstanding which were used to acquire the Clarendon Property. Clarendon LLC, Guarantor and Lender entered into a Second Loan Modification Agreement ("**Clarendon Second Modification**"), pursuant to which the parties agreed that additional funds for construction would no longer be disbursed, however Lender increased the amount of the Clarendon Loan by \$49,008.00 to \$1,496,000.00 ("**Clarendon Additional Loan**") in order to pay interest on the Clarendon Loan, and extended the maturity date of the Clarendon Loan until December 1, 2007. Clarendon LLC executed and delivered to Lender a Revised Promissory Note in the amount of \$1,496,000.00 ("**Clarendon Revised Note**"), a copy of which was attached as Exhibit B to the Clarendon Second Modification, and Guarantor executed and delivered to Lender his Revised Guaranty of Second Modification, Revised Note, Loan Agreement, Mortgage and Other Undertakings concurrently therewith ("**Clarendon Revised Guaranty**"). The Clarendon Second Modification was recorded with the Cook County, Illinois Recorder of Deeds on July 6, 2007 as Document No. 0718703113. On December 13, 2007, to take effect as of December 1, 2007, Clarendon LLC, Guarantor and Lender entered into a Third Loan Modification Agreement ("**Clarendon Third Modification**"), pursuant to which Lender increased the amount of the Clarendon Loan by \$64,000.00 to \$1,560,000.00 in order to pay interest on the Loan, and extended the maturity date of the Loan until June 1, 2008. Clarendon LLC executed and delivered to Lender a Second Revised Promissory Note in the amount of \$1,560,000.00 ("**Clarendon Second Revised Note**") and Guarantor

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executed and delivered to Lender his Second Revised Guaranty of Third Modification, Second Revised Note, Loan Agreement, Mortgage and Other Undertakings (“**Clarendon Second Revised Guaranty**”). The Clarendon Third Modification was recorded with the Cook County, Illinois Recorder of Deeds on December 28, 2007 as Document No. 0736209125. On September 5, 2008, Clarendon LLC, Lender and Guarantor entered into a Change in Terms Agreement, pursuant to which Lender increased the amount of the Clarendon Loan by \$25,000.00 and extended the maturity date of the Loan from June 1, 2008 until January 5, 2009. On March 25, 2009, to take effect as of January 5, 2009, Clarendon LLC, Lender and Guarantor entered into a Fourth Loan Modification Agreement (“**Clarendon Fourth Modification**”), pursuant to which Lender (i) extended the maturity date of the Loan from January 5, 2009 until January 5, 2010 and (ii) decreased the rate of interest charged on the Loan to a fixed rate of 3.75% per annum. Clarendon LLC executed and delivered to Lender a Third Revised Promissory Note in the amount of \$1,585,000.00 (“**Clarendon Third Revised Note**”), a copy of which was attached to the Clarendon Fourth Modification as Exhibit B. 2252-58 N. Belmont LLC, an Illinois limited liability company (“**Belmont LLC**”) and Kenmore LLC executed and delivered to Lender a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing covering 2252-58 W. Belmont Avenue, Commercial Unit 1, Commercial Unit 2 and Commercial Unit 3, Chicago, IL 60618 (“**Belmont Property**”) and the Kenmore Property (“**Clarendon Mortgage No. 2**”). Guarantor executed and delivered to Lender his Third Revised Guaranty of Fourth Modification, Third Revised Note, Loan Agreement, Mortgages and Other Undertakings (“**Clarendon Third Revised Guaranty**”). The Clarendon Fourth Modification was recorded on June 5, 2009 with the Cook County Recorder of Deeds as Document No. 0915644059. Clarendon Mortgage No. 2 was recorded on June 5, 2009 with the Cook County Recorder of Deeds as Document No. 0915644060 and re-recorded on October 14, 2009 as Document No. 0928729027, to correct the legal description. The Clarendon Mortgage and Clarendon Mortgage No. 2 are referred to collectively herein as the “**Clarendon Mortgages.**” The Original Clarendon Loan, the Clarendon Additional Loan and the Clarendon Second Additional Loan hereinafter defined are collectively referred to herein as the “**Clarendon Loan.**” The Clarendon Note, the Clarendon Revised Note, the Clarendon Second Revised Note, the Clarendon Third Revised Note and the Clarendon Fourth Revised Note A and Clarendon Fourth Revised Note B hereinafter defined are referred to collectively herein as the “**Clarendon Notes.**”

B. A loan in the original note amount of \$4,791,610.00 (“**Original Kenmore Loan**”) evidenced by a Promissory Note executed by Kenmore LLC dated May 6, 2005 under loan number 112007597 (“**Kenmore Note**”). The Kenmore Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing dated May 6, 2005 (“**Kenmore Mortgage**”), under which Kenmore LLC granted to Lender a security interest in property more fully described therein, and commonly known as 4616-18 North Kenmore, Chicago, Illinois (“**Kenmore Property**”). The Kenmore Mortgage was recorded with the Cook County, Illinois Recorder of Deeds on May 12, 2005 as Document No. 0513235185. Kenmore LLC also executed a Construction Loan Agreement (“**Kenmore Loan Agreement**”), an Environmental, ADA and ERISA Indemnification Agreement, an Assignment of Project Documents and an Assignment and Pledge of Earnest Money and Real Estate Sale Contracts. Guarantor executed a

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Guaranty of Note, Mortgage and Other Undertakings of the Kenmore Loan. On September 28, 2006, Kenmore LLC, Guarantor and Lender entered into a Loan Modification Agreement ("**Kenmore First Modification**"), pursuant to which Lender increased the amount of the Loan by \$180,000.00 ("**Kenmore Additional Loan**"). The Kenmore First Modification was recorded with the Cook County, Illinois Recorder of Deeds on October 4, 2006, as Document No. 0627722166. In connection with the Kenmore Additional Loan, Kenmore LLC executed and delivered to Lender a Revised Promissory Note in the amount of \$4,971,610.00 ("**Kenmore Revised Note**"), a copy of which was attached as Exhibit B to the Kenmore First Modification, and Guarantor executed and delivered to Lender his Revised Guaranty of Note, Mortgage and Other Undertakings concurrently therewith ("**Kenmore Revised Guaranty**"). As of December 1, 2006, one of the Units and three parking spaces were sold and released from the Kenmore Mortgage and other Security Documents. The outstanding principal balance of the Loan was \$4,612,617.00. Kenmore LLC, Guarantor and Lender entered into a Second Loan Modification Agreement ("**Kenmore Second Modification**"), pursuant to which Lender increased the amount of the Loan by \$180,000.00 to \$4,792,617.00 in order to pay interest on the Loan and extended the maturity date of the Loan until June 1, 2007 ("**Kenmore Second Additional Loan**"). The Kenmore Second Modification was recorded with the Cook County, Illinois Recorder of Deeds on January 11, 2007 as Document No. 0701122119. In connection with the Kenmore Second Additional Loan, Kenmore LLC executed and delivered to Lender a Second Revised Promissory Note in the amount of \$4,792,617.00 ("**Kenmore Second Revised Note**"), a copy of which was attached as Exhibit B to the Kenmore Second Modification, and Guarantor executed and delivered to Lender his Revised Guaranty of Note, Mortgage and Other Undertakings concurrently therewith ("**Kenmore Second Revised Guaranty**"). As of June 1, 2007, Kenmore LLC, Guarantor and Lender entered into a Third Loan Modification Agreement ("**Kenmore Third Modification**"), pursuant to which Lender increased the amount of the Kenmore Loan by \$33,000.00 to \$1,444,432.00 ("**Kenmore Third Additional Loan**") in order to pay interest on the Kenmore Loan, and extended the maturity date of the Loan until December 1, 2007. The Kenmore Third Modification was recorded with the Cook County Recorder of Deeds on July 6, 2007 as Document No. 0718703112. In connection with the Kenmore Third Modification, Kenmore LLC executed and delivered to Lender a Third Revised Promissory Note in the amount of \$1,444,432.00 ("**Kenmore Third Revised Note**"), a copy of which was attached as Exhibit B to the Kenmore Third Modification, and Guarantor executed and delivered to Lender his Third Revised Guaranty of Note, Mortgage and Other Undertakings ("**Kenmore Third Revised Guaranty**"). On or about December 13, 2007, to take effect December 1, 2007, Kenmore LLC, Guarantor and Lender entered into a Fourth Loan Modification Agreement ("**Kenmore Fourth Modification**"), pursuant to which Lender extended the maturity date of the Kenmore Loan until June 1, 2008. The Kenmore Fourth Modification was recorded with the Cook County, Illinois Recorder of Deeds on December 28, 2007 as Document No. 0736209126. On June 1, 2008, Kenmore LLC and Lender entered into a Change In Terms Agreement, pursuant to which Lender extended the maturity date of the Kenmore Loan until September 5, 2008 ("**Kenmore First Change In Terms Agreement**"). On September 5, 2008, Kenmore LLC and Lender entered into a Change In Terms Agreement, pursuant to which Lender extended the maturity date of the

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Kenmore Loan until December 14, 2008 ("**Kenmore Second Change In Terms Agreement**"). On December 14, 2008, Kenmore LLC and Lender entered into a Change In Terms Agreement, pursuant to which Lender extended the Kenmore Loan until March 15, 2009 ("**Kenmore Third Change In Terms Agreement**"). On March 15, 2009, Kenmore LLC and Lender entered into a Change In Terms Agreement, pursuant to which Lender extended the maturity date of the Kenmore Loan until March 15, 2010 ("**Kenmore Fourth Change In Terms Agreement**"). The Original Kenmore Loan, the Kenmore Additional Loan, the Kenmore Second Additional Loan and the Kenmore Third Additional Loan are referred to collectively herein as the "**Kenmore Loan.**" The Kenmore Note, the Kenmore Revised Note, the Kenmore Second Revised Note, the Kenmore Third Revised Note, the Kenmore Fourth Revised Note, the Kenmore Fifth Revised Note and the Kenmore Sixth Revised Note hereinafter defined are referred to collectively herein as the "**Kenmore Notes.**"

C. A loan in the original note amount of \$2,850,000.00 ("**Winchester Loan A**") evidenced by a Promissory Note executed by Winchester LLC dated April 6, 2005, under loan number 807 ("**Winchester Note A**"). The Winchester Note A is secured by a Mortgage dated April 6, 2005 ("**Winchester Mortgage A**"), under which Winchester LLC granted to Lender a security interest in property more fully described therein, and commonly known as 7367-83 North Winchester, Chicago, Illinois ("**Winchester Property**"). The Winchester Mortgage A was recorded with the Cook County Recorder of Deeds on April 18, 2005 as Document No. 0510802277. Winchester LLC also executed an Assignment of Rents covering the Winchester Property, which was recorded with the Cook County Recorder of Deeds on April 18, 2005 as Document No. 0510802278, a Loan Agreement-Real Estate Loans, a Business Loan Agreement (collectively with the Loan Agreement-Real Estate Loans, the "**Winchester Loan Agreement**") and an Environmental Indemnity Agreement. On March 1, 2006, Lender granted a loan to Winchester LLC in the amount of \$800,000.00 under loan number 1037 ("**Winchester Loan B**"), which is evidenced by a Promissory Note in the principal amount of \$800,000.00 ("**Winchester Note B**"). Winchester Note B is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing covering the Winchester Property, which was recorded with the Cook County Recorder of Deeds on March 28, 2006 as Document No. 0608747222 ("**Winchester Mortgage B-1**"). Winchester LLC also executed and delivered an Environmental, ADA and ERISA Indemnification Agreement to Lender and Guarantor executed and delivered to Lender his Guaranty of Note, Mortgage and Other Undertakings ("**Winchester Guaranty**"). On June 26, 2006, to be effective as of June 1, 2006, Lender, Winchester LLC and Guarantor entered into a Loan Modification Agreement ("**Winchester First Modification**"), pursuant to which the maturity date of Winchester Loan B was extended to August 1, 2006. The Winchester First Modification was recorded on June 29, 2006 with the Cook County Recorder of Deeds as Document No. 0618034087. As of August 1, 2006, Lender, Winchester LLC and Guarantor entered into a Second Loan Modification Agreement ("**Winchester Second Modification**"), pursuant to which Lender extended the maturity date of Winchester Loan B until April 1, 2007. The Winchester Second Modification was recorded on October 11, 2006 with the Cook County Recorder of Deeds as Document No. 0628418149. Concurrently therewith, 2136-42 W. Division LLC, an Illinois limited liability company ("**Division LLC**") delivered to Lender a Real Estate

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Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("**Winchester Mortgage B-2**") covering 2136-42 West Division, Chicago, IL ("**Division Property**"), which Winchester Mortgage B-2 was recorded with the Cook County Recorder of Deeds on October 11, 2006 as Document No. 0628418148, and 4603 North Racine, L.L.C., an Illinois limited liability company ("**Racine LLC**"), delivered to Lender a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("**Winchester Mortgage B-3**") covering 4603 N. Racine, Chicago, IL ("**Racine Property**"), which Winchester Mortgage B-3 was recorded with the Cook County Recorder of Deeds on October 11, 2006 as Document No. 0628418147. Division LLC and Racine LLC are affiliates of Winchester LLC and Guarantor. Racine LLC and Division LLC authorized the filing of UCC Financing Statements and executed and delivered Environmental, ADA and ERISA Indemnification Agreements in connection with the Winchester Mortgage B-2 and Winchester Mortgage B-3. On April 6, 2007, Lender, Winchester LLC and Guarantor entered into a Change In Terms Agreement ("**Winchester First Change In Terms Agreement**"), pursuant to which the maturity date of Winchester Note A was extended to July 6, 2007. On April 30, 2007, to be effective as of April 1, 2007, Winchester LLC, Division LLC, Racine LLC, Guarantor and Lender entered into a Third Loan Modification Agreement ("**Winchester Third Modification**"), pursuant to which Lender extended the maturity date of Winchester Loan B from April 1, 2007 until July 1, 2007. The Winchester Third Modification was recorded with the Cook County Recorder of Deeds on May 15, 2007 as Document No. 0713560086. As of July 1, 2007, Winchester LLC, Division LLC, Racine LLC, Guarantor and Lender entered into a Fourth Loan Modification Agreement ("**Winchester Fourth Modification**"), pursuant to which Lender extended the maturity date of Winchester Note B from July 1, 2007 until July 1, 2008. The Winchester Fourth Modification was not recorded. On July 6, 2007, Lender, Winchester LLC and Guarantor entered into a Change In Terms Agreement ("**Winchester Second Change In Terms Agreement**"), pursuant to which the maturity date of Winchester Note A was extended to July 6, 2008. On April 21, 2008, Winchester LLC, Lender and Guarantor entered into a Fifth Loan Modification Agreement ("**Winchester Fifth Modification**"), pursuant to which Lender extended the maturity date of the Note until July 1, 2009 and Winchester LLC caused Kenmore LLC to grant a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("**Winchester Mortgage B-4**") on the Kenmore Property, as substitute collateral for Winchester Mortgage B-2 and Winchester Mortgage B-3. Winchester Mortgage B-2 and Winchester Mortgage B-3 were subsequently released. The Winchester Fifth Modification was recorded on April 30, 2008 as Document No. 0812134109. Winchester Mortgage B-4 is dated April 21, 2008 and was recorded on April 30, 2008 as Document No. 0812134110. On July 6, 2008, Lender, Winchester LLC and Guarantor entered into a Change In Terms Agreement ("**Winchester Third Change In Terms Agreement**"), pursuant to which the maturity date of Note A was extended to July 6, 2009. On July 29, 2009, to be effective as of July 1, 2009, Winchester LLC, Guarantor and Lender entered into a Sixth Loan Modification Agreement ("**Winchester Sixth Modification**") pursuant to which Lender extended the maturity date of Winchester Loan A and Winchester Loan B until July 5, 2010 and modified the payment dates of Winchester Note B. The Winchester Sixth Modification was recorded on August 26, 2009 with the Cook County Recorder of Deeds as Document

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No. 0923829094. Winchester Loan A and Winchester Loan B are referred to collectively herein as the “**Winchester Loan.**” Winchester Note A and Winchester Note B, the Winchester Revised Note hereinafter defined and the Winchester Second Revised Note hereinafter defined are referred to collectively herein as the “**Winchester Notes.**”

D. On November 11, 2010, Belmont LLC conveyed the Belmont Property to Oakley LLC and Lender made a loan in the original note amount of \$210,000.00 (“**Oakley Loan**”), evidenced by a Promissory Note executed by Oakley LLC dated December 7, 2010 (“**Oakley Note**”). The Oakley Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing (“**Oakley Mortgage**”), under which Oakley LLC granted to Lender a security interest in the Belmont Property, and Borrowers granted to Lender second liens on the Clarendon Property, the Winchester Property and the Kenmore Property. The Oakley Mortgage was recorded with the Cook County Recorder of Deeds on December 29, 2010 as Document No. 14-17-210-024-1001. Oakley LLC also executed and delivered to an Environmental, ADA, and ERISA Indemnification Agreement and Guarantor executed and delivered to Lender his Guaranty of Note, Mortgage and Other Undertakings (“**Oakley Guaranty**”).

2. On February 23, 2010, to be effective as of January 5, 2010, Borrowers, Guarantor and Lender entered into a Seventh Extension, Cross-Collateralization and Cross-Default Agreement (“**Seventh Extension Agreement**”), pursuant to which Lender extended the maturity date of the Clarendon Loan from January 5, 2010 to December 5, 2010, increased the amount of the Winchester Loan A by \$800,000.00 to the amount of \$3,650,000.00, for the purpose of restating and amending the Winchester Loan B (“**Winchester Revised Loan**”), and made a new loan to Kenmore LLC under loan number 112028067 in the amount of \$193,500.00 for the purpose of restating and amending the Kenmore Loan and to provide additional funds to pay interest and taxes and liens against the Kenmore Property (“**Kenmore Revised Loan**”). Winchester LLC executed and delivered to Lender a Promissory Note in the amount of \$3,650,000.00 (“**Winchester Revised Note**”), and Kenmore LLC executed and delivered to Lender a Promissory Note in the amount of \$193,500.00 (“**Kenmore Fourth Revised Note**”), copies of which were attached to the Seventh Extension Agreement as Exhibits B and C, respectively. Borrowers executed and delivered to Lender a Restated and Amended Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing, which was recorded with the Cook County Recorder of Deeds on March 15, 2010 as Document No. 1007492035 (“**Restated Mortgage**”). The Seventh Extension Agreement was recorded with the Cook County Recorder of Deeds on March 15, 2010 as Document No. 1007429036. Guarantor executed and delivered to Lender his Revised Guaranty of Seventh Extension Agreement, Notes, Loan Agreements, Mortgages and Other Undertakings (“**Seventh Extension Revised Guaranty**”). The Seventh Extension Agreement also served as a Correction of Scrivener’s Error to Clarendon Mortgage No. 2. The legal description contained in Clarendon Mortgage No. 2, as recorded and as re-recorded, contained incorrect addresses for the Belmont Property and the Kenmore Property.

3. On July 30, 2010, Borrowers, Guarantor and Lender entered into an Eighth Extension, Cross-Collateralization and Cross-Default Agreement (“**Eighth Extension Agreement**”), pursuant to which Lender (a) decreased the amount of the Winchester Revised Loan by \$485,000.00 to \$3,165,000.00 (“**Winchester Second Revised Loan**”); (b) extended the

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maturity date of the Winchester Second Revised Loan from December 5, 2010 until August 5, 2013; (c) modified the interest rate on the Winchester Second Revised Loan from the prime rate of interest of Lender plus 0.5% per annum to 4.625%; (d) provided for payments of principal and interest on the Winchester Second Revised Loan; (e) extended the maturity date of the Kenmore Loan from December 5, 2010 until January 5, 2011; (f) increased the amount of the Kenmore Revised Loan by \$485,000.00 to the amount of \$676,186.00; and (g) decreased rate of interest charged on the Kenmore Revised Loan from 5.0% to 3.5% ("**Kenmore Second Revised Loan**"). Winchester LLC executed and delivered to Lender a Promissory Note in the amount of \$3,165,000.00 ("**Winchester Second Revised Note**"), and Kenmore LLC executed and delivered to Lender a Promissory Note in the amount of \$676,186.00 ("**Kenmore Fifth Revised Note**"), copies of which were attached to the Eighth Extension Agreement as Exhibits B and C, respectively. The Eighth Extension Agreement was recorded with the Cook County Recorder of Deeds on August 25, 2010 as Document No. 1023745050. Guarantor executed and delivered to Lender his Revised Guaranty of Eighth Extension Agreement, Notes, Loan Agreements, Mortgages and Other Undertakings ("**Eighth Extension Revised Guaranty**").

4. On March 31, 2011, to be effective January 5, 2011, Borrowers, Guarantor and Lender entered into an Ninth Extension, Cross-Collateralization and Cross-Default Agreement ("**Ninth Extension Agreement**"), pursuant to which Lender (a) extended the maturity date of the Kenmore Second Revised Loan from January 5, 2011 until July 5, 2011 and increased the interest rate on the Kenmore Second Revised Loan, (b) allowed for certain costs, including a real estate tax escrow, and accrued interest as of the date hereof to be paid on the date of final payment of the Clarendon Loan and (c) divided the Clarendon Loan into two loans, a loan in the amount of Nine Hundred Eight Thousand (\$908,000.00) Dollars ("**Clarendon Revised Loan A**") and a loan in the amount of Six Hundred Seventy Seven Thousand (\$677,000.00) Dollars ("**Clarendon Revised Loan B**"). Lender also reinstated the real estate tax escrow for the Clarendon Mortgage. Kenmore LLC executed and delivered to Lender a Promissory Note in the amount of \$676,186.00 Dollars ("**Kenmore Sixth Revised Note**"), a copy of which was attached to the Ninth Extension Agreement as Exhibit B. Clarendon LLC executed and delivered to Lender a Promissory Note in the amount of \$908,000.00 ("**Clarendon Fourth Revised Note A**"), and a Promissory Note in the amount of \$677,000.00 ("**Clarendon Fourth Revised Note B**"), copies of which were attached to the Ninth Extension Agreement as Exhibits C and D, respectively. The Ninth Extension Agreement was recorded with the Cook County Recorder of Deeds on September 1, 2011 as Document No. 1124434043. Guarantor executed and delivered to Lender his Revised Guaranty of Ninth Extension Agreement, Notes, Loan Agreements, Mortgages and Other Undertakings ("**Ninth Extension Revised Guaranty**").

5. Collectively, the Clarendon Notes, the Kenmore Notes, the Kenmore Sixth Revised Note hereinafter defined, the Winchester Notes and the Oakley Note are referred to herein as the "**Notes.**" Collectively, the Clarendon Mortgages, the Kenmore Mortgage, Winchester Mortgage A, Winchester Mortgage B-1, Winchester Mortgage B-4, the Restated Mortgage and the Oakley Mortgage are referred to herein as the "**Mortgages.**" The Clarendon Property, the Belmont Property, the Kenmore Property and the Winchester Property are referred to herein collectively as the "**Properties**" and individually as "**Property.**" The Clarendon Loan Agreement, the Kenmore Loan Agreement and the Winchester Loan Agreement are collectively referred to herein as the "**Loan Agreements.**" The Notes, the Mortgages, the Loan Agreements, the Clarendon First Modification, Clarendon Second Modification, Clarendon Third

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Modification, Clarendon Fourth Modification, Kenmore First Modification, Kenmore Second Modification, Kenmore Third Modification, Kenmore Fourth Modification, Kenmore First Change In Terms Agreement, Kenmore Second Change In Terms Agreement, Kenmore Third Change In Terms Agreement, Kenmore Fourth Change In Terms Agreement, Winchester First Modification, Winchester Second Modification, Winchester First Change In Terms Agreement, Winchester Third Modification, Winchester Fourth Modification, Winchester Second Change In Terms Agreement, Winchester Fifth Modification, Winchester Third Change In Terms Agreement, Winchester Sixth Modification, Seventh Extension Agreement, Eighth Extension Agreement, Ninth Extension Agreement and all other documents, including but not limited to the documents described herein, executed by the Obligors, or any of them, in connection with the Loans, are referred to herein as the "**Loan Documents**." The Properties, the Mortgages and all other collateral identified in the Loan Documents are referred to herein as the "**Collateral**."

6. The Properties are legally described in Exhibit A attached hereto.

7. The Loans are additionally secured by the guaranties ("**Guaranties**") of the Guarantor identified above.

8. Obligors have now requested Lender to extend the maturity date of the Kenmore Second Revised Loan from July 5, 2011 until October 5, 2011. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Cross-Collateralization of Loans. The Obligors herewith agree that the Loans, and all indebtedness due under the Notes and the Mortgages, are fully cross-collateralized, and all indebtedness due under any one or more of the Notes is secured by all of the Loan Documents and the Collateral. Lender may, in its sole and absolute discretion, elect to enforce such remedies as are available to it under the terms of any or all of the Loan Documents. The Borrowers hereby grant a security interest in, assign, mortgage and pledge to Lender each and every item of the Collateral as collateral security for the repayment of all of the Notes and the performance of the covenants and agreements under all of the Loan Documents.

2. Cross-Default of Loans. The Obligors herewith agree that any default or event of default that shall occur or that has occurred with respect to any of the Loans, or the Loan Documents, is hereby considered a default or an event of default with respect to all of the Loans. Such security interests, assignments, mortgages and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code as in effect from time to time, together with any and all other rights and remedies otherwise provided and available to Lender at law or in equity as of the date of the Fourth Extension Agreement or the date of a default. Lender shall have the right to file, record or lodge with appropriate agencies of government or otherwise evidence of the security interests, assignments and pledges hereunder, including, without limitation, recording this Tenth Extension Agreement in the real estate records of Cook County, Illinois, and Borrowers and Guarantor agree to promptly execute and deliver financing statements and such other documents and instruments from time to time as Lender

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shall require to evidence or perfect such security interest, assignments and pledges given hereunder.

3. Modification of Kenmore Second Revised Loan. The maturity date set forth in subparagraph (b) of the Kenmore Sixth Revised Note is hereby modified and amended from July 5, 2011 until October 5, 2011. Interest payments must be made on the fifth day of each month until the Loan is paid in full.

4. Modification of Loan Documents. The Loan Documents are hereby modified and amended to secure the Kenmore Sixth Revised Note as hereby modified and all references to the Kenmore Notes in the Loan Documents are modified and amended to refer to the Kenmore Notes as hereby modified. All interest charged on and all payments made on the Kenmore Notes previously are unchanged.

5. Effective Date. This Tenth Extension Agreement shall be effective upon Lender's receipt of this Tenth Extension Agreement executed by the parties hereto and the following documents and items:

- (a) an Organizational Resolution of the following entities:
 - (i) 4614 North Clarendon, LLC;
 - (ii) 4616 North Kenmore LLC;
 - (iii) 7363-83 North Winchester, LLC; and
 - (iv) Oakley Commercial LLC;
- (b) an LLC File Detail Report of Borrower from the Secretary of State of Illinois Website from the following entities:
 - (i) 4614 North Clarendon, LLC;
 - (ii) 4616 North Kenmore LLC;
 - (iii) 7363-83 North Winchester, LLC; and
 - (iv) Oakley Commercial LLC;
- (c) copies of all amendments to the Articles of Organization or Certification of No Change to Organizational Documents of the following entities:
 - (i) 4614 North Clarendon, LLC;
 - (ii) 4616 North Kenmore LLC;
 - (iii) 7363-83 North Winchester, LLC; and
 - (iv) Oakley Commercial LLC;
- (d) a date down endorsement to each of Lender's loan title insurance policies;
- (e) ALTA Statements;
- (f) payment of first installment 2010 real estate taxes for the Winchester Property;
- (g) payment of all outstanding first installment 2010 real estate taxes for the Kenmore Property;

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(h) payment of the costs set forth in Section 11 hereof and all accrued interest and other unpaid charges;

(i) updated Insurance Certificates for all properties; and

(j) updated financial statements of Borrowers and Guarantor.

6. Modification. This Tenth Extension Agreement shall constitute an amendment of the Collateral and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Notes reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. The tax identification numbers set forth on the Loan Documents are revised as set forth herein. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgages and other Loan Documents as revised by this Tenth Extension Agreement, or the covenants, conditions and agreements therein contained or contained in the Notes.

7. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

8. Representations and Warranties. Obligors do hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

9. Accrued Interest, Real Estate Taxes, Fees and Expenses. Borrowers hereby agree to pay to Lender all accrued interest on the Loans, all real estate taxes paid by Lender, Lender's expenses arising out of and in connection with this Tenth Extension Agreement including, but not limited to, attorneys' fees, appraisal fees, title insurance premiums and recording fees, and Lender's fee in the amount of \$15,850.00 for extending the Loans when the Clarendon Fourth Revised Note B is paid in full, but in no event later than January 5, 2012, and Lender's extension fee in the amount of \$250.00.

10. Guarantor. Guarantor hereby expressly acknowledges and confirms that by executing this Tenth Extension Agreement, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection herewith without consent of Guarantor and without such action releasing, modifying, or affecting the obligations of Guarantor or affecting the security heretofore granted to Lender.

11. Waiver of Defenses. As an inducement to Lender to enter in this Tenth Extension Agreement, the Obligors each acknowledge and agree that:

(a) the Lender has fully performed all of its obligations under the Loan Documents recited herein and otherwise between the parties hereto;

(b) each of the Obligors waives and affirmatively agrees not to allege, assert or otherwise pursue any claim, defense, affirmative defense, counterclaim, cause of action, setoff or other right which any of them may have, or claim to have, as of the date hereof, against Lender, whether known or unknown, including, but not limited to, any contest of:

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- i) the existence and materiality of the defaults stated herein;
 - ii) the enforceability, applicability or validity of any provision of any of the Loan Documents, except as modified by this Tenth Extension Agreement, or the enforcement or validity of the terms and provisions of this Tenth Extension Agreement;
 - iii) the right of Lender to demand immediate payment and performance of the obligations of the Obligors pursuant to any of the Loan Documents or this Tenth Extension Agreement;
 - iv) the existence, validity, enforceability or perfection of security interests granted to Lender in any of the collateral securing any of the obligations under the Loan Documents or this Tenth Extension Agreement, whether real or personal property, tangible or intangible, or any right or other interest, now or hereafter arising;
 - v) the conduct of the Lender in administering the financial arrangements between Lender and the Obligors under any of the Loan Documents or this Tenth Extension Agreement; and
 - vi) any legal fees and expenses incurred by Lender and charged to the Obligors pursuant to any of the Loan Documents; and
- (c) Guarantor is the sole member and manager or managing member of each of Borrowers and Oakley LLC.

12. JURY WAIVER. OBLIGORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, THIS TENTH EXTENSION AGREEMENT, THE MORTGAGES, THE GUARANTIES, THE LOAN DOCUMENTS, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER, OBLIGORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO OBLIGORS OR ANY OF THEM.

13. JURISDICTION. OBLIGORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND OBLIGORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. OBLIGORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. OBLIGORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING

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OF COPIES OF SUCH PROCESS TO OBLIGORS AT THEIR ADDRESSES AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF LENDER. OBLIGORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

OBLIGORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST OBLIGORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

14. U.S.A. Patriot Act. Obligors warrant to Lender that neither Obligors nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "**Blocked Persons Lists**") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Obligors covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Obligors shall immediately notify Lender in writing of such information. Obligors further agree that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("**Person**") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Tenth Extension Agreement on September 19, 2011, to be effective as of July 5, 2011.

LENDER:

Northbrook Bank & Trust Company, as successor to First Chicago Bank & Trust, an Illinois state chartered bank

By: [Signature]
Its AVX

BORROWERS:

4614 North Clarendon LLC, an Illinois limited liability company

By: [Signature]
John C. O'Flaherty, Manager

4616 North Kenmore LLC, an Illinois limited liability company

By: [Signature]
John C. O'Flaherty, Managing Member

7363-83 North Winchester, LLC, an Illinois limited liability company

By: [Signature]
John C. O'Flaherty, Managing Member

GUARANTOR:

[Signature]
John C. O'Flaherty

OAKLEY LLC:

Oakley Commercial LLC, an Illinois limited liability company

By: [Signature]
John C. O'Flaherty, Manager

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Dan Robinson, A.V.P. of Northbrook Bank & Trust Company, as successor to First Chicago Bank & Trust, an Illinois state chartered bank, 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 (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 19, 2011.
[Signature]
Notary Public



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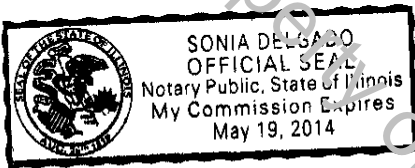
STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John C. O'Flaherty, individually and as Manager of 4614 North Clarendon, LLC, 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 this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 19, 2011.

Sonia Delgado

Notary Public



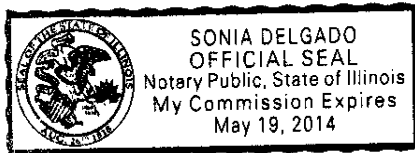
STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John C. O'Flaherty, individually and as Manager of Oakley Commercial LLC, 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 this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 19, 2011.

Sonia Delgado

Notary Public

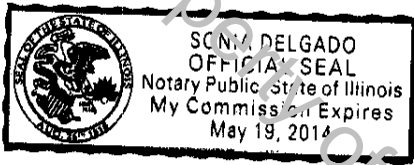


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STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John C. O'Flaherty, individually and as Managing Member of 4616 North Kenmore LLC, 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 this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 19, 2011.

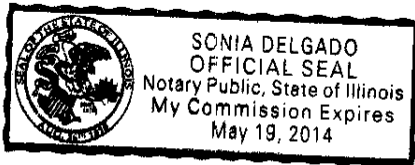


Sonia Delgado
Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John C. O'Flaherty, individually and as Managing Member of 7363-83 North Winchester LLC, 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 this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 19, 2011.



Sonia Delgado
Notary Public

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EXHIBIT A

PARCEL NO. 1

PARCEL 1: THE EAST 79 FEET AND 4 INCHES OF LOT 1 AND LOT 2 IN FITCH'S SUBDIVISION OF 10 RODS SOUTH OF AND ADJOINING THE NORTH 60 RODS OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER AND UPON THE 20 FEET WEST OF AND ADJOINING THE EAST 79 FEET 4 INCHES OF LOTS 1 AND 2, AFORESAID, ESTABLISHED IN WARRANTY DEED DATED MAY 20, 1915 AND RECORDED JUNE 13, 1916 AS DOCUMENT 5687722 AS TO LOTS 1 AND 2 (EXCEPT THE EAST 79 FEET AND 4 INCHES OF SAID LOTS AND ALL OF LOTS 3 AFORESAID).

COMMONLY KNOWN AS: 4616-20 N. CLARENDON, CHICAGO, ILLINOIS 60640
P.I.N.: 14-17-215-011-0000

PARCEL NO. 2

PARCEL A:

LOT 27 IN BLOCK 2 IN HARTMAN'S SUBDIVISION OF BLOCK 46 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOTS 25 AND 26 IN BLOCK 2 IN HARTMAN'S SUBDIVISION OF BLOCK 46 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.
ALL TAKEN AS A TRACT

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCIAL 1:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.45 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +25.45 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 0.30 FEET NORTH AND 2.90 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST, A DISTANCE OF 17.55 FEET; THENCE NORTH, A DISTANCE OF 5.95 FEET; THENCE WEST A DISTANCE OF 8.99 FEET; THENCE SOUTH, A DISTANCE OF 5.95 FEET; THENCE WEST, A DISTANCE OF

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EXHIBIT A

8.42 FEET; THENCE NORTH, A DISTANCE OF 27.96 FEET; THENCE WEST, A DISTANCE OF 0.16 FEET; THENCE NORTH, A DISTANCE OF 7.04 FEET; THENCE EAST, A DISTANCE OF 17.44 FEET; THENCE NORTH, A DISTANCE OF 6.35 FEET; THENCE EAST, A DISTANCE OF 11.86 FEET; THENCE NORTH, A DISTANCE OF 0.19 FEET; THENCE EAST, A DISTANCE OF 5.82 FEET; THENCE SOUTH, A DISTANCE OF 41.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMERCIAL 2:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.45 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +25.45 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF 0.04 FEET SOUTH AND 0.07 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH, A DISTANCE OF 39.13 FEET; THENCE EAST A DISTANCE OF 6.63 FEET; THENCE NORTH, A DISTANCE OF 2.36 FEET; THENCE EAST, A DISTANCE OF 27.80 FEET; THENCE SOUTH, A DISTANCE OF 6.49 FEET; THENCE EAST, A DISTANCE OF 0.25 FEET; THENCE SOUTH, A DISTANCE OF 7.04 FEET; THENCE EAST, A DISTANCE OF 0.16 FEET; THENCE SOUTH, A DISTANCE OF 27.96 FEET; THENCE WEST, A DISTANCE OF 8.36 FEET; THENCE NORTH, A DISTANCE OF 5.96 FEET; THENCE WEST, A DISTANCE OF 8.99 FEET; THENCE SOUTH, A DISTANCE OF 5.96 FEET; THENCE WEST, A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMERCIAL 3:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.45 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +25.45 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 47.34 FEET NORTH AND 0.07 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH, A DISTANCE OF 57.42 FEET; THENCE EAST, A DISTANCE OF 10.35 FEET; THENCE SOUTH, A DISTANCE OF 29.81 FEET; THENCE EAST, A DISTANCE OF 18.01 FEET; THENCE SOUTH, A DISTANCE OF 5.90 FEET; THENCE WEST A DISTANCE OF 0.11 FEET; THENCE SOUTH A DISTANCE OF 13.54 FEET; THENCE WEST, A DISTANCE OF 18.21 FEET; THENCE SOUTH, A DISTANCE OF 4.50 FEET; THENCE EAST A DISTANCE OF 0.12 FEET; THENCE SOUTH, A DISTANCE OF 3.67 FEET; THENCE WEST, A DISTANCE 10.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: COMMERCIAL UNITS 1, 2 AND 3 AT 2256 W. BELMONT AVENUE, CHICAGO, IL 60618

P.I.N.: 14-19-329-056-0000

UNOFFICIAL COPY**EXHIBIT A****PARCEL NO. 3:**

UNITS 201, 205, 301 AND 401 IN THE 4616-20 NORTH KENMORE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 120 AND 121 IN THE WILLIAM DEERING'S SERRENDER SUBDIVISION OF A PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0627639011 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 4616-18 N. KENMORE, CHICAGO, ILLINOIS 60640
 P.I.N.: 14-17-210-024-1001, 14-17-210-024-1005,
 14-17-210-024-1008 and 14-17-210-024-1015

PARCEL NO. 4:

THE NORTH 37 FEET OF LOT 11 AND ALL OF LOTS 12, 13, 14 AND 15 IN BLOCK 2 IN MURPHY'S ADDITION TO ROGERS PARK, IN THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7363-83 NORTH WINCHESTER, CHICAGO, ILLINOIS
 P.I.N.: 11-30-409-001-0000