



Doc#: 1131922049 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/15/2011 10:53 AM Pg: 1 of 13

THIS DOCUMENT PREPARED BY:

Crowley & Lamb, P.C.
350 North LaSalle Street, Suite 900
Chicago, Illinois 60610

AFTER RECORDING RETURN TO:

Diamond Bank, FSB
1051 Perimeter Drive
Schaumburg, IL 60173
Attn: Vice President-Loan Operations

This space reserved for Recorder's use only

FOURTH MODIFICATION OF LOAN DOCUMENTS

THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 1st day of October, 2011, by and among **Alexander Velblum a/k/a Alex Velblum a/k/a Alexander Valblum** ("Borrower"), having an address of 85 Hemlock Dr., Highland Park, IL 60035; **Alexander Velblum Revocable Trust Dated September 7, 2001** ("Guarantor"); and **DIAMOND BANK, FSB**, its successors and assigns, having an address as set forth above ("Lender").

RECITALS:

A. Lender has heretofore made a loan (the "Loan") to Borrower in the principal amount of TWO MILLION AND 00/100THS DOLLARS U.S. (\$2,000,000.00), as evidenced by a Revolving Line of Credit Note dated July 9, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Original Note") and a certain Loan Agreement ("Loan Agreement") dated July 9, 2008 from Borrower in favor of the Lender. The Original Note was replaced by that certain Amended and Restated Revolving Line of Credit Note dated July 1, 2009, in the principal amount of \$1,500,000.00 made payable by Borrower to the order of Lender under the terms of that certain Modification of Loan Documents ("Modification") dated July 1, 2009 among the parties hereto. The Original Note was further replaced by that certain Second Amended and Restated Revolving Line of Credit Note dated July 1, 2010, in the principal amount of \$1,096,000.00 made payable by Borrower to the order of Lender under the terms of that certain Second Modification of Loan Documents ("Second Modification") dated July 1, 2010 among the parties hereto. The Original Note was further replaced by that certain Third Amended and Restated Promissory Note ("Note") dated October 1, 2010, in the principal amount of \$1,096,000.00 made payable by Borrower to the order of Lender under the terms of that certain Third Modification of Loan Documents ("Third Modification") dated October 1, 2010 among the parties hereto. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Loan Agreement.

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B. The Note is secured by, among other things: (i) that certain Mortgage dated July 9, 2008, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on July 22, 2008 as Document No. 0820411014 (as amended, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Division Property"), (ii) that certain Assignment of Rents and Leases dated July 9, 2008 from Borrower to Lender and recorded with the Recorder's Office on July 22, 2008 as Document No. 0820411015 (as amended, the "Assignment of Leases") against the Property, (iii) that certain Mortgage dated July 9, 2008, from Guarantor to Lender recorded with the Recorder of Deeds in Cook County, Illinois on July 22, 2008 as Document No. 0820411010 (as amended, the "Trust Mortgage"), which Trust Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("Trust Property; together with the Division Property the Property", (iv) a Guaranty Agreement (the "Guaranty") dated July 9, 2008 of Guarantor, guaranteeing payment and performance of all obligations of Borrower under the Note and Loan Documents (as hereinafter defined) and (v) certain other loan documents (the Note, the Mortgage, the Trust Mortgage, the Loan Agreement, the Guaranty, the Assignment of Leases, the Modification, the Second Modification, the Third Modification and any and all other documents at any time evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The Note matures by its terms on October 1, 2011. The Borrower and Guarantor have requested that Lender extend the maturity date of the Note until January 1, 2012 and Lender is willing to extend the maturity date of the Note until January 1, 2012 on the terms and conditions more fully set forth hereinafter and in the Amended Note (defined below).

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's reasonable attorneys fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of the Maturity Date / Other Provision.** (a) **Extension.** Lender and Borrower agree that the Maturity Date for the Loan shall hereby be amended and extended from October 1, 2011 until January 1, 2012. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean January 1, 2012. Borrower agrees that the Loan, together with all obligations under the Loan Documents, shall be due and payable on January 1, 2012, or such earlier date that the Loan and all other obligations under the Loan Documents shall be due and payable by acceleration or otherwise, subject to no extensions.

(b) **Defaults.** Borrower agrees that any violation of the covenants contained in this Section 1 shall be, at Lender's option, an Event of Default under the Loan Documents. A default under any Loan Document shall, at the option of Lender, also constitute a default under any or all of the other Loan Documents.

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2. **Amendment of the Note and Mortgages.** (i) The Note shall be amended and restated by that certain Fourth Amended and Restated Promissory Note of even date herewith executed by Borrower (the "Amended Note") in the face amount of \$636,000.00. As of the date hereof, the Amended Note restates and replaces the Note and is not a repayment or novation of the Note. All references in any and all Loan Documents to the Note shall now mean the Amended Note. Notwithstanding any provision of the Loan Documents, the interest rate and payments applicable to the Loan shall be as set forth in the Amended Note.

(ii) Notwithstanding any other provisions of the Loan Documents, all references in the Mortgage, Trust Mortgage and other Loan Documents as to the Loan Amount or principal indebtedness secured by said mortgages and other Loan Documents shall be amended to state \$636,000.00.

3. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement and the Amended Note and that the Guarantor remains liable to Lender for all amounts due in connection with the Amended Note. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

4. **Continuing Validity.** Except as expressly modified above, the terms of the original Mortgage, Trust Mortgage and the other Loan Documents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Agreement does not waive Lender's rights to require strict performance of the Mortgage (as amended above) or Trust Mortgage nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the promissory notes or other credit agreement secured by the Mortgage and Trust Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Amended Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed the original Mortgage or Trust Mortgage does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

5. **Borrower and Guarantor's Releases.** Borrower and Guarantor, in consideration of the execution of this Agreement, and the performance of all terms contained herein to be performed by Lender, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby remise, release and forever discharge, and by these presents, do for their successors, assigns, heirs, administrators, executors, personal representatives, agents, grantees, and successors in interest, remise, release and forever discharge Lender and its respective successors, assigns, heirs, administrators, officers, personal representatives, attorneys, agents and successors in interest, from all actions, suits, causes of action, damages, expenses, liabilities, claims, accounts and demands, whatsoever, whether or not

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well-founded in fact or in law which they have, have had, or at any time may have, could have, or might have but for the execution of this Agreement, asserted against Lender, for or by reason of or in respect of any matter, cause or thing whatsoever, whether known or unknown, developed or undeveloped, past, present or future or whether permanent, continuing or otherwise, arising out of or connected with the Loan, the Amended Note, the Loan Documents or this Agreement.

6. **Representations and Warranties of Borrower and Guarantor.** Borrower and Guarantor hereby represent, covenant and warrant to Lender as follows:

- (a) The representations and warranties in the Amended Note, the Loan Agreement, the Mortgage, the Trust Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Documents) under the Amended Note, the Mortgage, the Trust Mortgage or the other Loan Documents and none of the Borrower or Guarantor know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended Note, the Mortgage, the Trust Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Guarantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity. In the event of any inconsistency or conflict between this Agreement and the Amended Note and the Loan Documents, the terms, provisions and conditions contained in this Agreement and the Amended Note shall govern and control.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof, none of the Borrower or Guarantor have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) The execution, delivery and performance of this Agreement, the Amended Note and the performance of the Loan Documents, as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower and Guarantor. This Agreement and the Amended Note has been duly executed and delivered on behalf of Borrower and Guarantor, as applicable, and are the legal, valid and binding obligations of Borrower and Guarantor, as applicable, enforceable in accordance with their terms.

8. **Title Policy.** If requested by Lender, Borrower shall, at its sole cost and expense, cause Freedom Title Company ("Title Company") to issue an endorsement to Lender's title insurance policy(ies) (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage and second

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priority of the Trust Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

9. **Conditions Precedent.** As conditions precedent to the effectiveness of Lender's agreements contained herein, Borrower shall: (i) pay to Lender all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses, and (ii) execute and/or deliver to Lender this Agreement, the Amended Note and such other certificates, title commitments, financial statements, schedules, resolutions and other documents which Lender shall require.

10. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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(f) Any references to the “Note”, the “Mortgage”, or the “Loan Documents” contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the Mortgage, and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of Guarantor’s and Borrower’s obligations under this Agreement.

[SIGNATURE PAGE ATTACHED]

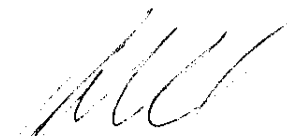
Property of Cook County Clerk's Office

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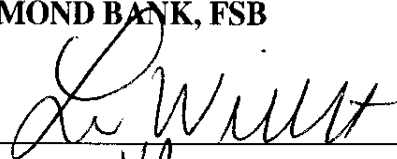
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

LENDER:

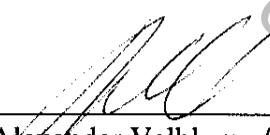


Alexander Velblum a/k/a Alex Velblum
a/k/a Alexander Valblum

DIAMOND BANK, FSB
By 
Its: VP

GUARANTOR:

ALEXANDER VELBLUM REVOCABLE TRUST DATED
SEPTEMBER 7, 2001

By: 

Alexander Velblum a/k/a Alex Velblum
a/k/a Alexander Valblum, Trustee

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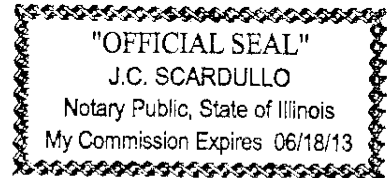
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, John Scardullo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lisa Willert, Vicepresident of Diamond Bank, FSB, 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 he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of Diamond Bank, FSB, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 2011.

[Signature]
Notary Public

My Commission Expires:
6/18/13



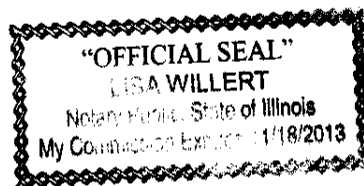
STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, Lisa Willert, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, Alexander Velblum a/k/a Alex Velblum a/k/a Alexander Valblum and known to me to be the same persons whose name are subscribed to the foregoing instrument as such managers, each 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 such company, for the uses and purposes the ein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 2011.

[Signature]
Notary Public

My Commission Expires:
11/10/13



STATE OF ILLINOIS)

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL A-3:

LOTS 17 AND 18 IN PICKETT'S SUBDIVISION OF THAT PART OF LOT 13 IN ASSESSOR'S DIVISION OF SUBDIVIDED LANDS IN THE NORTHEAST $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.27 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER PLANE LOCATED 30.09 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: COMMENCING 13.03 FEET SOUTH AND 3.77 FEET EAST OF THE SOUTHWEST CORNER OF LOT 17 TO THE POINT OF BEGINNING, THENCE NORTH A DISTANCE OF 70 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE A DISTANCE OF 20 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE A DISTANCE OF 58.55 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE A DISTANCE OF 4.50 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE A DISTANCE OF 11.45 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL A-4:

LOTS 17 AND 18 IN PICKETT'S SUBDIVISION OF THAT PART OF LOT 13 IN ASSESSOR'S DIVISION OF SUBDIVIDED LANDS IN THE NORTHEAST $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.27 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER PLANE LOCATED 30.09 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: COMMENCING 13.03 FEET NORTH AND 3.52 FEET EAST OF THE SOUTHWEST CORNER OF LOT 17 TO THE POINT OF BEGINNING, THENCE NORTH A DISTANCE OF 47.18 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE A DISTANCE OF 14.95 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE A DISTANCE OF 5.33 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE A DISTANCE OF 40.98 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE A DISTANCE OF 4.45 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE A DISTANCE OF 11.53 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE EAST 18 FEET OF LOT 15 AND THE WEST 12 FEET OF LOT 14 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST

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QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-06-128-058; 17-06-302-009

COMMONLY KNOWN AS: 2113 W. DIVISION, CHICAGO, ILLINOIS, 2130 W. DIVISION,
CHICAGO, ILLINOIS AND 2133 W. DIVISION, CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION

PARCEL C-1:

A PARCEL OF LAND CONTAINED ABOVE AND BELOW LOT 5 (EXCEPT THE EAST 6.00 FEET) AND THE EAST 19.91 FEET OF LOT 6 IN SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS. AS DESCRIBED AS FOLLOWING:

PARCEL 1: THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.28 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER PLANE LOCATED 30.15 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: COMMENCING 0.91 SOUTH AND 2.82 EAST OF THE NORTHWEST CORNER OF THE WEST LINE OF THE EAST 14.17 FEET OF LOT 7, THENCE EAST A DISTANCE OF 50.66 FEET TO THE POINT OF BEGINNING WHICH IS 0.87 FEET SOUTH AND 2.58 FEET WEST OF THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 18.00 FEET OF LOT 5, THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5 AND 6, A DISTANCE OF 25.33 FEET TO A POINT THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 75.28 FEET TO A POINT, THENCE EAST A RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 5.13 FEET TO A POINT, THENCE SOUTH A RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 4.33 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 16.01 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 29.41 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 8.00 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 16.17 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL C-2:

A PARCEL OF LAND CONTAINED ABOVE AND BELOW LOT 7 (EXCEPT THE WEST 9.83 FEET THEREOF) AND LOT 6 (EXCEPT THE EAST 19.91 FEET) IN SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AS DESCRIBED AS FOLLOWING:

PARCEL 2: THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.23 FEET ABOVE CHICAGO CITY DATUM AND CERTAIN OTHER PLANE LOCATED 30.15 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: BEGINNING 0.91 SOUTH AND 2.82 FEET EAST OF THE NORTHWEST CORNER OF THE WEST LINE OF THE EAST 14.17 FEET OF LOT 7, THENCE

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EAST AND PARALLEL WITH THE NORTH LINE OF LOT 7 AND LOT 6 A DISTANCE OF 25.33 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 75.28 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 8.04 FEET TO A POINT, THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE OF 4.33 FEET TO A POINT, THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 16.97 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 29.41 FEET TO A POINT, THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 16.21 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 8.00 FEET TO THE POINT, THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 16.21 FEET TO A POINT, THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2111 W. DIVISION, CHICAGO, ILLINOIS

PARCEL D:

UNIT 307, P-27 AND P-37 IN THE ICEHOUSE LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 1 IN F.J. DEWES' SUBDIVISION OF THE EAST ½ OF SUBDIVISION OF LOT 2 IN BLOCK 15 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010530223, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-06-302-047; 17-06-302-048; 17-06-330-043-1025; 17-06-330-043-1061 AND 17-06-330-043-1071

COMMONLY KNOWN AS: 2101 W. RICE, UNIT 307, P-27 AND 37, CHICAGO, ILLINOIS