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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

5270U

Doc#: 1134308397 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/09/2011 12:36 PM Pg: 1 of 14

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 25-07-412-050-0000

Address:

Street:

10206 S. Walden Parkway

Street line 2:

City: Chicago

Lender: OBT/MNG

Borrower: Walden Property Holdings, LLC

Loan / Mortgage Amount: \$3,653,235.33

State: IL 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: B047A3FA-40F6-4DED-8430-65EA2827E636

Execution date: 11/30/2011

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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Bruce A. Salk, Esq. Cohen, Salk & Huvard, P.C. 630 Dundee Road, Suite 120 Northbrook, Illinois 60062

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

AND DOCUMENTS (this "Agre TOPERTY HOLL THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 1st day of October, 2011, by and aracing WALDEN PROPERTY HOLDINGS, LLC, an Illinois limited liability company (the "Borrower"). KARLO M. KARACIC, individually and ZIVKO KNEZOVIC, individually (each a "Granntor", and collectively, the "Guarantors") (Borrower and Guarantors are hereinafter collectively referred to as the "Obligors") and OXFORD BANK & TRUST, its successors and assigns (the "Lender").

RECISES

- Lender has heretofore made a loan (as mornifed, restated or replaced from time to time, the "Loan") to Borrower in the principal amount of Three Million Eight Hundred Thousand and 00/100 Dollars (\$3,800,000,00) as evidenced by a Promissory Note dated September 25, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender (as modified. restated or replaced from time to time, the "Note"). All defined terms wheel herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the Note.
- The Note is secured by, among other things, (i) that certain Nortgage dated September 25, 2008, from Borrower to Lender recorded with the Recorder of Boods in Cook County, Illinois (the "Recorder's Office") on October 2, 2008, as Document No. 0827(51030 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon, egally described on Exhibit A hereto (the "Property"): (ii) that certain Assignment of Rents dated November 18, 2008, from Borrower to Lender recorded in the Recorder's Office on October 2. 2008, as Document No. 0827631031 (the "Assignment of Leases"); (iii) that certain Business Loan Agreement dated September 25, 2008 between Borrower and Lender (the "Loan Agreement"); and (iv) certain other loan documents (the Note, the Loan Agreement, the Mortgage, the Assignment of Leases, the other documents 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").

13AS Oxford WallenProp mod Co3 (112211

- C. The Loan is further secured by a Commercial Guaranty dated September 25, 2008 from Karlo M. Karacie and by a Commercial Guaranty dated September 25, 2008 from Zivko Knezovic (collectively, the "Guaranties").
- D. Borrower desires to amend the Loan Documents in order to: (i) adjust the interest rate and payment terms, (ii) extend the maturity date to October 1, 2014, and (iii) make certain other changes as herein described.

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 to modify the 10 an Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Note.** Bo cowers acknowledge that the current unpaid principal balance of the Note as of the date hereof is \$3.673.235.33. The Note is hereby amended and modified as follows:
- a. Effective as of October 1, 2011, at all times prior to a default under the Note, interest shall accrue on the unpaid principal balance of the Note at the fixed rate of five and eighty five hundredths percent (5.85%) per annum.
 - b. The maturity date of the Note is hereby extended to October 1, 2014.
- c. Commencing on November 1, 2010 and continuing on the first day of each successive month through and including September 1, 2014. Borrower shall make equal payments of principal and interest in the amount of \$22,455.00 per monte, with a final payment of all amounts due under the Note and other Loan Documents due and payable in full on October 1, 2014.
- d. The paragraph in the Note titled "Prepayment Penalty" is deleted in its entirety and replaced by the following:

"Borrower may prepay the loan, in whole but not in part, upon thirty (30) days prior written notice and upon payment to Lender of a prepayment premium equal to three percent (3%) of the loan balance if paid prior to October 1, 2012, two percent (2%) of the loan balance if paid on or after October 1, 2012 and prior to October 1, 2013, and one percent (2%) of the loan balance if paid on or after October 1, 2013 and prior to July 1, 2014. If prior to July 1, 2014, a default exists and I ender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under forcelosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, metude liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described

prepayment premium upon the voluntary or involuntary prepayment of this Note, and acknowledges that Lender's agreement to make the Loan evidenced by this Note on the terms contained herein constitute adequate consideration for the prepayment premium. On or subsequent to July 1, 2014, Borrower may prepay the entire unpaid balance of this Note without penalty or premium upon no less than ten (10) days prior written notice. Notwithstanding the foregoing, no prepayment premium shall be due if the sole source of repayment of this Note is from the proceeds of a bona fide third party sale of the property located at 10260-30 S. Walden Parkway, Chicago, Illinois."

- e. No later than January 30 of each calendar beginning January 30, 2012. Borrower shall deliver to Lender a current rent roll and operating statement for the preceding calendar year with respect to the Property.
- f. P shall be an immediate Event of Default under the Note if a default shall occur under that certain Promissory Note dated September 25, 2008 made by Walden Property Holdings II, LLC, an Illinois limited liability company ("Walden II"), in the original principal amount of \$2,300,000.00 and made payable to Legder (as modified, restated or replaced from time to time, the "Related Note").
- 2. <u>Guaranties.</u> Conc urrent with the execution of this Agreement, and in consideration of Lender extending the maturity date of the Note, Guarantors shall execute and deliver to Lender a Guaranty of Payment in such form as Engle, may require (the "Guaranty"), which Guaranty shall amend and replace the Guaranties and be a Loap Document.
- Additional Collateral. Concurrent with the execution of this Agreement, and in consideration of Lender extending the maturity date of the Note. Borrower shall cause Karlo Karacie and Thereas Karacic to execute and deliver to Lender a junior mortgage (the "LaPorte Loan Documents") in such form and content as Lender shall regaire, to be recorded as a second lien against that certain property commonly known as 6723 N. LaPerte, Lincolnwood, Illinois, as additional security for the Note. Concurrent with the execution of this Agreement, and in consideration of Lender extending the maturity date of the Note. Becrower shall cause Zivko Knezovic and Karmila Knezovic to execute and deliver to Lender a junior mortgage (the "Nokomis Loan Documents") in such form and content as Lender shall require, to be recorded as a second lien against that certain property commonly known as 6650 N. Nokomis, Lincol wood, Illinois, as additional security for the Note. Concurrent with the execution of this Agreement, and in consideration of Lender extending the maturity date of the Note, Borrower shall cause walden II to execute and deliver to Lender a junior mortgage, security agreement, assignment of leases and rents and fixture filing (the "Walden II Loan Documents") in such form and content as Lender shall require, to be recorded as a second lien against that certain property commonly known as 10500 South Walden Parkway, Chicago, Illmois, as additional security for the Note. The LaPorte Loan Documents, the Nokomis Loan Documents and the Walden II Loan Documents shall hereafter be included as Loan Documents
- 4. Loan Documents. The Loan Documents, other than the Note, are hereby amended to secure the obligations and liabilities evidenced by the Note as amended and modified by this Modification Agreement. Each reference in the Mortgage or any other Loan Document to the "maturity date" is hereby deemed to be a reference to October 1, 2014. Each reference in the Loan Documents to the term "Note" shall be deemed to be a reference to the Note, as hereby amended and

modified

- 5. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the 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 Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an E-ent of Default under the Note, the Mortgage or the other Loan Documents.
 - 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 recable in accordance with their respective terms, subject to limitations imposed by gene Aprinciples of equity.
 - (d) There has been no material adverse change in the financial condition of Borrower. Guarantors or (ny 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, I orrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
 - (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authorite to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 6. Reaffirmation of Guaranty. Each Guarantor hereby represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

- 7. **Expenses.** As a condition precedent to the agreements contained herein. Borrower shall pay to I ender 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.
- 8. Additional Requirements. The obligations of Lender to enter into this Agreement and extend the Maturity Date shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:
 - (a) This Agreement, executed by Borrower and Guarantors;
 - (b) The Guaranty executed by Guarantors:
 - (c) A certificate of good standing with respect to the Beneficiary, issued by the Illinois Secretary of State;
 - (d) Resolutions of the Borrower:
 - (e) A date down endorsement, in form and substance acceptable to Lender, to Fidelity National Title Insurance Company Policy No. 27307-76647023 which (i) reflects the recording of this Agreement and (ii) raises no exceptions or other matters to title which are objectionable to Lender:
 - (f) An ALTA Loan Policy-2600 issued on the date of the recording of the LaPorte Loan Documents and the Nokomis Lozo Documents by a title insurance company acceptable to Lender in the full amount of the Loan insuring the junior mortgages to be a valid junior lien upon the fee title to the applicable properties, subject only to the such exceptions as are acceptable to Lender, and containing the following endorsements: (i) tie-in endorsement; and (ii) such other endorsements as Lender may require; and
 - (g) Such other documents as Lender may reasonably equire.
- Release of Claims. Obligors hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, octions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Obligors had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.
- Covenant Not to Sue. Obligors covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the claims released pursuant to Section 8 above.

- Bankruptcy Provisions. Obligors hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptey Code") or similar law or statute is filed by or against any Obligor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time any Obligor seeks relief under the Bankruptey Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, such Obligor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against any Obligor by a third party. Obligors shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the coveragy by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.
- Waiver of Defenses. As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or countercaim to any of Obligors obligations under the Loan Documents. Obligors hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might be eafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates o are Loan, this Agreement, or any discussion between the Borrower, Guarantors and the Lender.
- 13. **No Course of Dealing.** Obligors acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an emendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.
- 14. **No Joint Venture.** Notwithstanding the execution of this Agreement of Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantors nor shall privity of contract be presumed to have been established with any third party.
- Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower. Guarantors and Lender each acknowledges and waives 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.

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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.

- Entire Agreement. Borrower, Guarantors 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, Guarantors 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.
- Or the "Loan Dozaments" contained in any of the Loan Documents shall be deemed to refer to the Note, the Loan Agreement and the other Loan Documents, as amended hereby. The paragraph and section headings used neterin 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. The Borrower, Guarantors and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.
- 18. **Severability**. In the event any proxis on of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 19. <u>Amendments, Changes and Modifications</u>. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.
- 20. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- 21. <u>Time of the Essence</u>. Time is of the essence of each of the Obligor's obligations under this Agreement.
- 22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.
- 24. <u>Venue.</u> TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, OBLIGORS IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED

IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. OBLIGORS EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUL OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR THE LOAN AGREEMENT.

25. Waiver of Jury Trial. OBLIGORS IRREVOCABLY WAIVE, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH CR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

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

LENDER:

OXFORD BANK & TRUST

Вуг

Same:

Title:

BORROWER:

WALDEN PROPERTY HOLDINGS, LLC.

an Illinois limited liability company

Вуг

Karlo Karacic, member

GUARANTORS:

KARLO M. KARACIC, individually

ZIVAYO KNEZOVIC, individually

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STATE OF ILLINOIS)) SS	
COUNTY OF COOK)	
HEREBY CERTIFY that & TRUST, is personally k foregoing instrument, appearance.	MARC GLYZLO known to me to be the ared before me this day	of OXFORD BANK same person whose name is subscribed to the in person and acknowledged that he signed and intary act for the uses and purposes therein set
(179).N under my h	and and Notarial Seal t	his 29 day of November, 2011. Whit & Murt
9	•	Notary Public
My Commission Expires:_	600-30.5	OFFICIAL SEAL DIANE B. SHEVCHUK NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 22, 2015
STATE OF ILLINOIS) ss C	OUDX.
COUNTY OF COOK)	45.
certify that KARLO KAR. HOLDINGS, LLC, an Illinoperson whose name is subsoland acknowledged that he limited liability company.	a Notary Public in and for ACIC personally known ois limited liability comeribed to the foregoing its signed, sealed and deliven pursuant to authority force and voluntary act a	or said Comaty, in the State aforesaid, do hereby a to me as a member of WALDEN PROPERTY pany, and personally known to me to be the same instrument, appeared before me this day in person ered the said instrument as such member of said given by the members of said limited liability and as the free and voluntary act of said limited
Given under my ha	nd and notarial scal this	a 29 day of November, 2011.
My Commission Expires:	(+02-30K	Notary Public OFFICIAL SEAL DIANE B. SHEVCHUK NOTARY PUBLIC, STATE OF ILLINOIS

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STATE OF HAANOIS)	SS	
COUNTY OF COOK)	. 1. 1	
HEREBY CERTIFY that I subscribed his name to the	ARL(foregoi	O.M. Ka ng instru	e in and for said County in the State aforesaid, DO ARACIC personally appeared before me this day and ment for the uses and purposes therein stated.
Given under my har	nd and i	notarial :	seal this $\frac{2^{i}}{2^{i}}$ day of November, 2011.
200			Notary Public
My Commission Expires	(e 3)	<i>30√</i>	OFFICIAL SEAL DIANE B. SHEVCHUK NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 22, 2015
STATE OF ILLINOIS COUNTY OF COOK)))	ss	f _{Co} ,
HEREBY CERTIFY that	ZIVK	O KNE	ie in and for said County in the State aforesaid, DC ZOVIC personady appeared before me this day and iment for the uses and purposes therein stated.
Given under my hai	nd and (notaria!	Seal this 29 day of New onher, 2011. Little 13 Hills.
My Commission Expires:	(₄ - ₃) ~	H.5	OFFICIAL SEAL DIANE B. SHEVCHUK NOTARY PUBLIC, STATE OF ILLINOIS My Commission Engine has 20, 2015

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EXHIBIT A

THE PROPERTY

PIN:

25-07-412-050-0000

Address:

10206 - 30 S. Walden Parkway, Chicago, H. 60643

PARCEL 1

THAT PART OF LOTS 7, 8, 9, 10, 11, 17, 18, 19 AND 20. ALL IN BLOCK 5 IN BARNARD'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1-4, LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11, BEING ALSO THE WEST LINE OF SOUTH WALDEN PARKWAY; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 162.4 FEET: THENCE NORTH ON A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 139.09 FEET TO A POINT IN SAID LOT 18; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 162.61 FEET TO A POINT IN THE EAST LINE OF SAID LOT 9, BEING ALSO THE WEST LINE OF SOUT 1 WALDEN PARKWAY, A DISTANCE OF 139.09 FEET NORTH OF THE SOUTHEAST CORNER, OF SAID LOT 11, THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 7, 8, 9, 10 AND 11 AND THE WEST LINE OF SOUTH WALDEN PARKWAY, A DISTANCE OF 139.09 FEET TO THE SOUTHEAST CORNER OF LOT 11 AND THE PLACE OF BEGINNING, ALSO

THAT PARCEL OF THE NORTH 4 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THAT PART OF LOT 11, AS HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 7 TO 11, BOTH INCLUSIVE, AND THAT PART OF LOTS 17 TO 20. BOTH INCLUSIVE; THE NORTH 4.00 FEET OF THE ALLEY. LYING SOUTH OF AND ADJOINING SAID LOT 11, [VACATED AS PER DOCUMENT 15866408] AND THAT PART OF THE PRIVATE ALLEY LYING WEST OF AND ADJOINING SAID LOT 1 [VACATED AS PER DOCUMENT 15866408] LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 20. A DISTANCE OF 199.19 FEET WESTERLY OF THE NORTHEAST CORNER OF LOT 7. [AS MEASURED ALONG THE NORTH LINE OF SAID LOTS 7 AND 20] TO A POINT ON THE NORTH LINE OF THE 16 FOOT ALLEY, [AS PER DOCUMENT 15966408] AND THE WESTERLY EXTENSION THEREOF. 158.40 FEET WESTERLY [AS MEASURED ALONG THE SAID NORTH LINE OF THE 16 FOOT ALLEY. AFORESAID] OF THE WESTERLY LINE OF SOUTH WALDEN PARKWAY AND LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 20. A DISTANCE OF 163.12 FEET WESTERLY OF THE NORTHEAST CORNER OF LOT 7. [AS MEASURED ALONG THE NORTH LINE OF SAID LOTS 7 AND 20] TO A POINT ON THE

NORTH LINE OF THE 16 FOOT ALLEY [AS PER DOCUMENT 15866408] AFORESAID. 162.40 FEET WESTERLY [AS MEASURED ALONG THE SAID NORTH LINE OF THE 16 FOOT ALLEY AFORESAID] OF THE WESTERLY LINE OF SOUTH WALDEN PARKWAY: ALL IN BLOCK 5 IN BARNARD'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1:4 OF THE SOUTHEAST 1:4, LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 7. TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 7, 8, 9, 10, 11, 17, 18, 19 AND 20. ALL IN BLOCK 5 IN BARNARD'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4, LYING WEST OF THE CHICAGO, ROCK 1/5; AND AND PACIFIC RAILROAD IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS.

COMMENCING A 174'S SOUTHEAST CORNER OF SAID LOT 11, BEING ALSO THE WEST LINE OF SOUTH WALDEN PARKWAY; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 162.4 FEET; THENCE NORTH ON A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 139,09 FEET TO A POINT IN SAID LOT 18 FOR A FLACE OF BEGINNING: CONTINUING THENCE NORTH ON LAST MENTIONED LINE, 121.521 EFT TO A POINT IN THE NORTH LINE OF SAID LOT 20. BEING ALSO THE NORTH LINE OF SMID LOT 7 EXTENDED WEST, A DISTANCE OF 163.12 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 7: THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 AND 7, A DISTANCE OF 163.12 FEET TO THE NORTHEAST CORNER OF LOT 7, BEING ALSO THE WEST LINE OF SOUTH WALDEN PARKWAY: THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 7, 8, 9, 10 AND 11 AND THE WEST LINE OF SOUTH WALDEN PARKWAY, A DISTANCE OF 111.21 FEET TO A POINT IN THE EAST LINE OF LOT 9, A DISTANCY OF 139,09 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11: THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 11. A DISTANCE OF 162.61 FEET TO THE PLACE OF BEGINNING, IN THIS OFFICE COOK COUNTY, ILLINOIS.