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THIS INSTRUMENT PREPARED BY:
AND AFTER RECORDING MAIL TO:

First Eagle Bank
1040 E. Lake Street
Hanover Park, IL. 60133



Doc#: 1204039101 Fee: \$60.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2012 03:22 PM Pg: 1 of 11

ASSUMPTION AND SECOND MODIFICATION AGREEMENT

THIS ASSUMPTION AND SECOND MODIFICATION AGREEMENT (hereinafter referred to as "Second Modification Agreement") is dated as of the 1st day of December, 2011, by and among 1221 Nelson / 2233 Medill, LLC, an Illinois limited liability company (alternatively referred to herein as the "LLC" or "Borrower"); Louis F. Manfredini and Kenneth F. Brinkman (individually and collectively referred to herein as "Guarantor"); and First Eagle Bank f/k/a First Eagle National Bank ("Lender").

WITNESSETH:

WHEREAS, on November 22, 1996, LaSalle National Bank, as Trustee of Trust No. 120567 dated October 22, 1996 ("Trustee") executed and delivered to Lender that certain Promissory Note dated November 22, 1996 in the original principal sum of Six Hundred Thirty Five Thousand and 00/100 (\$635,000.00) Dollars, as amended by the First Amendment To Loan Documents dated April 16, 2002 (the "Note"), which Note is secured by the following documents:

- (i) Mortgage of even date with the Note made by Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96901775 (the "Mortgage") on property commonly known as 1221 W. Nelson, Chicago, IL. and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) Assignment of Rents of even date with the Note made by Trustee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96901776 (the "Assignment") on the Premises;
- (iii) Collateral Assignment of Beneficial Interest in LaSalle National Bank Trust No. 120567 in favor of Lender. This Assignment has since been released.

Prepared By: NPV
Officer Review [Signature]
Initial Review [Signature] Date _____
Final Review [Signature] Date _____
Loan No. 645900

S yes
P IL
S No
M yes
SC yes
E No
INT IL

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- (iv) Commercial Guarantees of even date with the Note made by each Guarantor in favor of Lender ("Guarantees"). The Note, Mortgage, Assignment, Guarantees, and any and all other documents executed pursuant to or in connection with the Loan by Trustee or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents";

WHEREAS, the First Amendment to Loan Documents dated April 16, 2002, among others, reduced the interest rate of the Note from 8.62% to 5.75% per annum and provided for a new schedule of payment;

WHEREAS, on June 10, 2006, Trustee has conveyed the Premises to the LLC;

WHEREAS, the LLC and Guarantor request (i) that Lender consent to the assumption of the Note, Mortgage, Assignment, and other Loan Documents by the LLC and (ii) the extension of the Maturity Date of the Note to December 1, 2021.

WHEREAS, Lender has consented to such request, provided the parties hereto execute and deliver this Second Modification Agreement to Lender;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express condition that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Second Modification Agreement will not impair the lien of said Mortgage and that there is no other existing mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Second Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Assumption.** 1221 Nelson / 2233 Medill, LLC, an Illinois limited liability company hereby assumes all of the indebtedness, liabilities, and obligations of Trustee under the Note, Mortgage, Assignment, and other Loan Documents as if 1221 Nelson / 2233 Medill, LLC were the original maker or grantor of such documents, and covenants and agrees to pay, perform and observe all of the indebtedness, liabilities, and obligations (including, without limitation, all covenants, agreements and undertakings) of Trustee under the Note, Mortgage, Assignment, and other Loan Documents.

3. **Maturity Date, Interest Rate, and Schedule of Payment.** The Note is hereby further amended by extending the Maturity Date to ^{12/1/21} ~~May 1, 2013~~. Effective as of the date hereof, the Loan shall bear interest rate at a fixed rate of 4.50% per annum. Borrower will pay the Loan, that has a current principal balance of \$373,559.28, with interest at the fixed rate of 4.50% per annum on the unpaid principal balance from the date hereof until paid in full, pursuant to the following schedule:

1 interest payment at or prior to the execution of this Second Modification Agreement in the amount of \$1,261.91;

119 consecutive monthly payments of principal and interest in the amount of \$3,883.47 beginning January 1, 2012 and on the same day of each month after that, and

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1 final principal and interest payment at Maturity on December 1, 2021 estimated at \$3,883.47. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Loan.

Concurrent with the execution of this Second Modification Agreement, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$373,559.28 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".

4. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage and Assignment, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage and Assignment, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, the Mortgage and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

5. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning May 30, 2012 and on that day every year thereafter the Personal Financial Statements and Personal Federal Income Tax Returns of each Guarantor.

6. **Modification of Documents.** The Mortgage, Assignment, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Mortgage, Assignment, and other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to December 1, 2021.

7. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this Second Modification Agreement. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this Second Modification Agreement, Amended and Restated Commercial Guarantees of even date herewith in the original principal amount of \$373,559.28 (collectively referred to herein as "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

8. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Amended Note, Mortgage, Assignment, Amended Guaranty, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, Mortgage, Assignment, Amended Guaranty, and other Loan Documents, as so amended.

9. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgage, Assignment, Amended Guaranty, and other Loan Documents.

10. **Documents Unmodified.** Except as modified hereby and by the Amended Note and the Amended Guaranty, the Mortgage, Assignment, and other Loan Documents shall remain unmodified and in full force and effect.

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11. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of One and 00/100 Dollar (\$1.00) plus 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.

12. Representations and Warranties of the Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties in the 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) 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 Event of Default under the Note, Mortgage, Assignment, Guaranty, or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Second Modification Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (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, Borrower 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 authority to execute and deliver this Second Modification Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Second Modification 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 Second Modification Agreement has been duly executed and delivered on behalf of Borrower.

13. Lender's consent to this Modification Agreement shall be subject to Lender having received on or before January 31, 2012 (the "Modification Termination Date") such other documents as Lender may reasonably require in form and substance acceptable to Lender. Borrower's failure to deliver the documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Second Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

14. **Binding Agreement.** This Second Modification 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 Second Modification

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Agreement, and Borrower, Guarantor 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 Second Modification Agreement. Each of the parties to this Second Modification Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Second Modification Agreement, and recognizes that it is executing and delivering this Second Modification 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 Second Modification 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.

15. **Severability.** In the event any provision of this Second Modification 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.

16. **Other Modifications.** Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

A sale or transfer referred to in the Mortgage shall also mean and include the granting of any mortgage, deed of trust or other encumbrance of any kind on all or any portion of the Real Property, whether or not it is junior to the lien of this Mortgage.

Any forbearance by Lender in exercising any right or remedy under the Note or any of the other loan documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under the Amended Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,900,000.00.

Grant of Security Interest. To secure all obligations of Borrower and Guarantor, Borrower and Guarantor hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower or Guarantor now or hereinafter in the possession of Lender and any

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and all property of every kind or description of or in the name of Borrower or Guarantor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property.

This Second Modification Agreement shall extend to and be binding upon Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Second Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Second Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Second Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower and Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this Second Modification Agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Second Modification Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Second Modification Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Second Modification Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Second Modification Agreement voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Second Modification Agreement.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LLC AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS Second Modification Agreement SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS Second Modification Agreement, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS Second Modification Agreement, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED Second Modification Agreement WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, this Second Modification Agreement was executed by the undersigned as of the date and year first set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Second Modification Agreement as of the date and year first set forth above.

1221 Nelson / 2233 Medill, LLC, an Illinois limited liability company


By: Carolyn Conover Brinkman Trust
Member


By: Carolyn Conover Brinkman, Trustee

By: Louis F. Manfredini Trust
Member

By: Louis F. Manfredini, Trustee

GUARANTOR


Kenneth F. Brinkman

Louis F. Manfredini

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LLC AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS Second Modification Agreement SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS Second Modification Agreement, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS Second Modification Agreement, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED Second Modification Agreement WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, this Second Modification Agreement was executed by the undersigned as of the date and year first set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Second Modification Agreement as of the date and year first set forth above.

1221 Nelson / 2233 Medill, LLC, an Illinois limited liability company

By: Carolyn Conover Brinkman Trust
Member

By: Louis F. Manfredini Trust
Member

By: Carolyn Conover Brinkman, Trustee

By: Louis E. Manfredini, Trustee

GUARANTOR

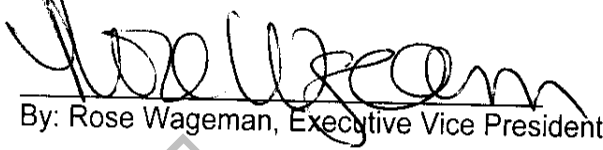
Kenneth F. Brinkman

Louis E. Manfredini

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LENDER:

First Eagle Bank



By: Rose Wageman, Executive Vice President

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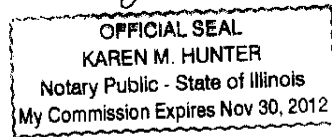
ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carolyn Conover Brinkman, Trustee of the Carolyn Conover Brinkman Trust and Louis F. Manfredini, Trustee of the Louis F. Manfredini Trust, Members of the 1221 Nelson / 2233 Medill, LLC, an Illinois limited liability company, known to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and of their own free will and that of the trusts and the company they represent, subscribed their names to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 20th day of January, 2012

Karen M. Hunter
Notary Public



My Commission Expires: 11-30-12

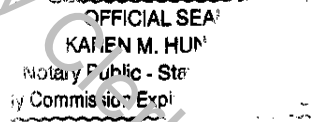
ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth F. Brinkman and Louis F. Manfredini, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed for the uses and purposes therein set forth;

Given under my hand and notarial seal this 20th day of January, 2012

Karen M. Hunter
Notary Public



My Commission Expires: 11-30-12

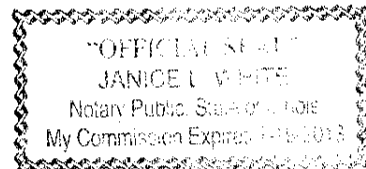
ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rose Wageman, Executive Vice President of First Eagle Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January, 2011.

Janice S. White
Notary Public



My Commission Expires: 7-19-13

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EXHIBIT "A"

LOT 438 IN J.P. ALTGELD'S SUBDIVISION OF BLOCKS 1,2,3,4,7 AND THE NORTH ½ OF THE BLOCK 6, IN SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF CENTER LINE OF LINCOLN AVENUE, IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1221 W. NELSON, CHICAGO, IL. 60657

REAL PROPERTY TAX IDENTIFICATION NO. 14-29-115-015

Property of Cook County Clerk's Office