

UNOFFICIAL COPY



Doc#: 1204122072 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/10/2012 03:05 PM Pg: 1 of 14

This space reserved for recorder's use only

THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of September 4, 2011, but effective as of August 30, 2011, by and among CAPUTO REAL ESTATE, LLC, an Illinois limited liability company ("Mortgagor"), WISCON CORP., an Illinois corporation ("Wiscon"), and CAPUTO CHEESE MARKET, INC., an Illinois corporation ("CCM", and together with Wiscon, collectively, "Borrowers" and each a "Borrower"), and BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee has heretofore made to Mortgagor a consolidated mortgage loan (the "Mortgage Loan") in the principal amount of \$5,418,312.50, as evidenced by that certain Consolidated Mortgage Note dated June 30, 2006 executed by Mortgagor and made payable to the order of Mortgagee in the principal amount of the Mortgage Loan (the "Original Mortgage Note").

This document prepared by and after recording return to:

Diana Y. Tsai, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

Permanent Index Numbers:

12-34-400-015-0000 and 12-34-400-020-0000
(Parcels 1 and 2)
12-34-404-036-0000 (Parcels 3 and 4)
12-34-404-035-0000 (Parcels 5, 6 and 7)

Addresses of Property:

2050 N. 15th Avenue, Melrose Park, Illinois
(Parcels 1 and 2)
1931-1935 N. 15th Avenue, Melrose Park, Illinois
(Parcels 3 and 4)
1945 N. 15th Avenue, Melrose Park, Illinois
(Parcels 5, 6 and 7)

UNOFFICIAL COPY

B. Pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement dated as of November 30, 2009, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), Mortgagee has heretofore made to Borrowers (i) a revolving loan (the "Revolving Loan") in the original maximum principal amount of \$5,000,000.00, as increased to \$5,500,000.00, and (ii) a term loan (the "Term Loan") in the principal amount of \$1,367,487.38. The current outstanding principal balance of the Term Loan is \$150,226.16.

C. The Mortgage Loan, the Revolving Loan and the Term Loan (collectively, the "Loans") are secured by, among other things, (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 30, 2006 from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on November 6, 2006, as Document No. 0631045021 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), and (ii) certain other loan documents (the Mortgage Note (as hereinafter defined), the Loan Agreement, the Mortgage, the Guaranty (as hereinafter defined), the First Modification (as hereinafter defined), the Second Modification (as hereinafter defined), this Agreement and the other documents evidencing, securing and guarantying the Loans, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. The Mortgage Loan is further secured by that certain Amended and Restated Unconditional Guaranty dated June 30, 2006 made by Borrowers, jointly and severally, in favor of Mortgagee (as amended, restated, modified or supplemented and in effect from time to time, the "Guaranty").

E. Mortgagor and Mortgagee have heretofore entered into that certain First Modification Agreement dated as of September 6, 2007, and recorded with the Recorder's Office on December 20, 2007, as Document No. 0735447000 (the "First Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

F. Mortgagor and Mortgagee have heretofore entered into that certain Second Modification of Loan Documents dated as of June 30, 2011, and recorded with the Recorder's Office on July 14, 2011, as Document No. 1119544037 (the "Second Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

G. Concurrently herewith, Borrowers and Mortgagee are amending the Loan Agreement in certain respects, and in addition, Mortgagor is executing and delivering to Mortgagee that certain Amended and Restated Consolidated Mortgage Note dated as of even date herewith in the principal amount of \$3,319,911.13 as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage Note"), which Mortgage Note amends and restates the Original Mortgage Note in its entirety.

H. Mortgagor desires to further amend the Mortgage and the other Loan Documents in order to provide that the maturity date of the Mortgage Loan is extended to February 29, 2012, the maturity date of the Revolving Loan is extended to February 29, 2012 and the maturity date of the Term Loan is extended to November 1, 2011, to confirm and provide that the Mortgage

UNOFFICIAL COPY

secures each of the Mortgage Loan, the Revolving Loan and the Term Loan, the obligations and liabilities of Mortgagor under the Mortgage Note and the obligations and liabilities of each of the Borrowers under the Loan Agreement and all other indebtedness as provided herein, and in order to provide for certain other things, as provided herein.

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 Mortgagee to modify the Loan 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. Maturity Dates.

(a) The maturity date of the Mortgage Loan is extended to February 29, 2012. Any reference in the Mortgage or any other Loan Document to the maturity date of the Mortgage Loan or the Mortgage Note shall mean February 29, 2012.

(b) The maturity date of the Revolving Loan is extended to February 29, 2012. Any reference in the Mortgage or any other Loan Document to the maturity date of the Revolving Loan shall mean February 29, 2012.

(c) The maturity date of the Term Loan is extended to November 1, 2011. Any reference in the Mortgage or any other Loan Document to the maturity date of the Term Loan shall mean November 1, 2011.

2. Mortgage and other Loan Documents Secures the Loans and other Indebtedness. In addition to all other indebtedness, obligations or liabilities secured pursuant to the terms of the Mortgage, the Mortgage also secures (i) each of the Mortgage Loan, the Revolving Loan and the Term Loan, (ii) the debts, obligations and liabilities of Mortgagor under the Mortgage Note, (iii) the debts, obligations and liabilities of each of the Borrowers under the Loan Agreement, (iv) all debts, liabilities, and obligations of the Borrowers, Mortgagor or any one or more of them to Mortgagee (or any subsidiary or affiliate thereof) arising out of Mortgagee (or any subsidiary or affiliate thereof) providing commercial corporate card services and treasury management services to, for the benefit of, or otherwise in respect of such Borrower or Mortgagor including, without limitation, intraday credit, Automated Clearing House (ACH) services, foreign exchange services, overdrafts and zero balance arrangements, and any instruments, agreements or other documents executed in connection therewith, whether now or hereafter existing, whether voluntary or involuntary and however arising, whether direct or indirect or acquired by Mortgagee (or such subsidiary or affiliate thereof) by assignment, succession, or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, held or to be held by Mortgagee (or such subsidiary or affiliate thereof) for its own account or as agent for another or others, whether Borrowers, Mortgagor or any one or more of them may be liable individually or jointly with others, whether recovery upon such debts, liabilities, and obligations may be or hereafter become barred by any statute of limitations, and whether such debts, liabilities, and obligations may be or hereafter

UNOFFICIAL COPY

become otherwise unenforceable, and (v) any and all obligations of Borrowers, Mortgagor or any one or more of them to Mortgagee for reasonable attorneys' fees and all other costs and expenses incurred by Mortgagee in the collection or enforcement of any debts, liabilities, and obligations of Borrowers, Mortgagor or any one or more of them to Mortgagee. All references in the Mortgage to the "Mortgage Note" shall mean the Mortgage Note as defined in the Recitals hereto, and all references in the Mortgage to the "Loan Agreement" shall mean the "Loan Agreement" as defined in the Recitals hereto.

3. **Maximum Indebtedness Hereby Secured.** The first sentence of Section 36 of the Mortgage is hereby amended and restated in its entirety to read as follows: "In no event shall the "Indebtedness Hereby Secured" exceed the amount of \$17,940,274."

4. **Addresses and Notices.** The addresses and notices set forth in Section 37 of the Mortgage are hereby amended and restated in their respective entireties to read as follows:

If to Mortgagor: Caputo Real Estate, LLC
1951 North 15th Street
Melrose Park, Illinois 60160
Attn: Natale Caputo
Fax No. (708) 681-1802

with a copy to: Spina McGuire & Okal, P.C.
7610 West North Avenue
Elmwood Park, Illinois 60707
Attn: Anthony F. Spina, Esq.
Fax No. (708) 452-5088

If to Mortgagee: Bank of America, N.A.
Mail Code: IL4-135-04-26
135 South LaSalle Street
Chicago, Illinois 60603
Attn: Yolonda Stradford
Fax No.: (312) 453-6276

with a copy to: Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai, Esq.
Fax No.: (312) 627-2302

5. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Mortgagee as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

UNOFFICIAL COPY

(b) There is currently no Event of Default (as defined in the Mortgage) under the Mortgage Note, the Mortgage or the other Loan Documents and Mortgagor 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 Mortgage Note, the 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 Mortgagor and each Borrower, as applicable, 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 Mortgagor, any Borrower or any other party whose financial statement has been delivered to Mortgagee in connection with the Loans from the date of the most recent financial statement received by Mortgagee.

(e) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Loan or the Loan Documents as modified herein.

(f) Each of Mortgagor and each 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 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 Mortgagor and Borrowers. This Agreement has been duly executed and delivered on behalf of Mortgagor and Borrowers.

6. **Title Policy.** If required by Mortgagee, as a condition precedent to the agreements contained herein, Mortgagor shall, at its sole cost and expense, cause the applicable title insurance company to issue an endorsement to Mortgagee's existing title insurance policy (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, 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 Mortgagee.

7. **Reaffirmation of Guaranty.** Each Borrower ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Borrower in the Guaranty are, as of the date hereof, true and correct and no Borrower knows of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Borrower, enforceable in accordance with its terms and no Borrower has any claims or defenses to the enforcement of the rights and remedies of Mortgagee thereunder, except as provided in the Guaranty.

8. **Expenses.** As a condition precedent to the agreements contained herein, Mortgagor shall pay all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

UNOFFICIAL COPY

9. 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 Mortgagee than against Mortgagor or Borrowers merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor, Borrowers and Mortgagee have contributed substantially and materially to the preparation of this Agreement, and Mortgagor, each Borrower and Mortgagee 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, 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 Mortgagee, the same shall not be deemed to constitute Mortgagee a venturer or partner of or in any way associated with Mortgagor or any Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Mortgagor, each Borrower and Mortgagee 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 Mortgagor, Borrowers and Mortgagee; 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.

(f) Any references to the "Mortgage Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage 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.

UNOFFICIAL COPY

(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 each of Mortgagor's obligations under this Agreement.

10. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Mortgagee hereby notifies Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Mortgagee's policies and practices, Mortgagee is required to obtain, verify and record certain information and documentation that identifies Mortgagor, which information includes the name and address of Mortgagor and such other information that will allow Mortgagee to identify Mortgagor in accordance with the Act. In addition, Mortgagor shall (a) ensure that no person who owns a controlling interest in or otherwise controls Mortgagor or any subsidiary of Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

[Remainder of page intentionally left blank; signature page follows]

UNOFFICIAL COPY

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

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association

By: [Signature]
Name: Yolonda Stradford
Title: Vice President

MORTGAGOR:

CAPUTO REAL ESTATE, LLC, an Illinois limited liability company

By: [Signature]
Name: Natale Caputo
Its: Manager

By: [Signature]
Name: Pasquale Caputo
Its: Manager

BORROWERS:

WISCON CORP., an Illinois corporation

By: [Signature]
Name: Natale Caputo
Title: President

CAPUTO CHEESE MARKET, INC., an Illinois corporation

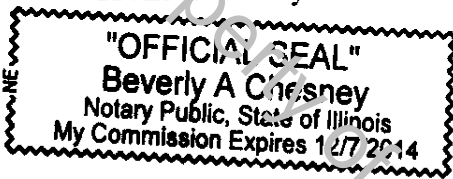
By: [Signature]
Name: Natale Caputo
Title: President

UNOFFICIAL COPY

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I BEVERLY A CHESNEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pasquale Caputo, a Manager of CAPUTO REAL ESTATE, LLC, an Illinois limited liability company, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9TH day of SEPTEMBER, 2011.



Beverly A. Chesney
Notary Public

My Commission Expires: 12/7/2014

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I BEVERLY A CHESNEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Natale Caputo, the President of WISCON CORP., an Illinois corporation, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9TH day of SEPTEMBER, 2011.



Beverly A. Chesney
Notary Public

My Commission Expires: 12/7/2014

UNOFFICIAL COPY

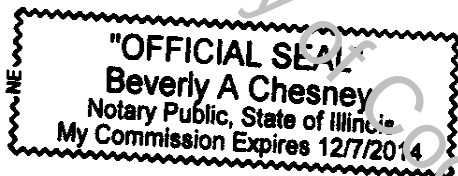
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I BEVERLY A CHESNEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Natale Caputo, the President of CAPUTO CHEESE MARKET, INC., an Illinois corporation, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9TH day of SEPTEMBER, 2011.

Beverly A. Chesney
Notary Public

My Commission Expires: 12/7/2014



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

THE PROPERTY

PARCEL 1:

THE NORTH 150 FEET OF THE SOUTH 200.44 FEET OF THAT PART OF LOT 3 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EXCEPT THAT PART TAKEN FOR RAILROADS, LYING WEST OF THE WEST LINE OF 15TH AVENUE, BEING A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, AND LYING EAST OF A LINE 10 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 15 FEET OF THE SOUTH 50.44 FEET OF THAT PART OF LOT 3 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EXCEPT THAT PART TAKEN FOR RAILROAD; LYING WEST OF THE WEST LINE OF 15TH AVENUE (BEING A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3), AND LYING EAST OF A LINE 10 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 72.75 FEET (MEASURED ON NORTH AND SOUTH LINES THEREOF) OF THAT PART OF LOT 4 AND LOT 8 IN AMLING'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, WHICH POINT IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 8 TO THE EAST LINE OF LOT 4; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 4, A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE

UNOFFICIAL COPY

NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 24 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF LOT 4 AND LOT 8 IN AMLING'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, WHICH POINT IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 8 TO THE EAST LINE OF LOT 4; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 4 A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 72.75 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF AND EXCEPT THE NORTH 24 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4, 7 AND 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, COUNTY OF COOK, STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 100 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET ON A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY ALONG A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING.

PARCEL 6:

THAT PART OF LOT 4 AND LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LEYDEN, COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 241 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT

UNOFFICIAL COPY

4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4, 24 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4, 24 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED MAY 31, 1978 AS DOCUMENT 2/459016 OVER AND UPON A 27 FOOT STRIP OF LAND ACROSS LOT 4 AND PART OF LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 13.5 FEET EACH SIDE OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 4, WHICH POINT IS 278.5 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET FOR THE USE AND AS DRIVEWAY AND FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

PIN: 12-34-400-015-0000 and 12-34-400-020-0000 (Parcels 1 and 2)
 12-34-404-036-0000 (Parcels 3 and 4)
 12-34-404-035-0000 (Parcels 5, 6 and 7)

Addresses: 2050 N. 15TH Ave, Melrose Park, Illinois (Parcels 1 and 2)
 1931-1935 N. 15th Avenue, Melrose Park, Illinois (Parcels 3 and 4)
 1945 N. 15th Avenue, Melrose Park, Illinois (Parcels 5, 6 and 7)