

# UNOFFICIAL COPY



THIS DOCUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:  
Jay R. Goldberg  
Field and Goldberg, LLC  
10 South LaSalle Street  
Suite 2910  
Chicago, IL 60603

Doc#: 1205245020 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/21/2012 09:46 AM Pg: 1 of 19

## FIFTH LOAN MODIFICATION AGREEMENT

THIS FIFTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 17<sup>th</sup> day of November, 2011 by and among **FIRST EAGLE BANK, formerly known as First Eagle National Bank ("Lender")**, **4217 W. IRVING PARK LLC, an Illinois limited liability company ("Borrower")**, **MO'GELT INC., an Illinois corporation ("Mo'gelt")**, **2519 W. NORTH AVE. LLC, an Illinois limited liability company ("2519 North")**, **SARAH MILLER ("Sarah")**, **1254 N. GREENVIEW LLC, an Illinois limited liability company ("1254 Greenview")**, **ORCHARD STREET CORPORATION, an Illinois corporation ("Orchard Street")**, and **STUART MILLER ("Stuart")** and **STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999 ("Stuart Miller Trust"** and, together with Stuart, individually and collectively referred to as "Guarantors").

### WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate (the "Irving Park Premises") commonly known as 4217-21 West Irving Park Road, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 1 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mo'gelt is the owner of certain real estate (the "Southport Premises") commonly known as 3404 North Southport, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 2 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, 2519 North is the owner of certain real estate (the "North Avenue Premises" and, together with the Irving Park Premises and Southport Premises, herein individually and collectively called the "Premises") commonly known as 2519 West North Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 3 on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Stuart and Sarah are the owners, not as joint tenants or tenants in common but as tenants by the entirety, of certain real estate (the "Glencoe Premises") commonly known as 1214 Fairfield Road, which is located in the Village of Glencoe, County of Cook, State of Illinois and more particularly described on Exhibit B attached hereto and made a part hereof; and

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WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Two Million Nine Hundred Thousand Dollars and No Cents (\$2,900,000.00) which was subsequently increased to Three Million Eighty Nine Thousand Dollars and No Cents (\$3,089,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of May 17, 2007 unless otherwise stated:

- (a) Non-Revolving Line of Credit Note (the "Note") made by Borrower in the stated principal sum of Two Million Nine Hundred Thousand Dollars and No Cents (\$2,900,000.00);
- (b) Guaranty of Completion (the "Completion Guaranty") made by Guarantors in favor of Lender;
- (c) Guaranty (herein, together with the Completion Guaranty, individually and collectively called the "Guaranty");
- (d) Mortgage (herein called the "Mortgage") made by Borrower, Mo'gelt and 2519 North to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0714542130;
- (e) Assignment of Rents and Leases (herein called the "Assignment of Rents") made by Borrower, Mo'gelt and 2519 North to Lender, recorded in the Recorder's Office as Document No. 0714542131;
- (f) Undated Uniform Commercial Code Financing Statements made by Borrower, Mo'gelt and 2519 North, as debtors, to Lender, as secured party, which were recorded in the Recorder's Office as Document No. 0714542132 and filed with the Illinois Secretary of State as Document No. 1215434;
- (g) Loan Modification Agreement dated May 17, 2008 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's Office as Document No. 0817634092;
- (h) Second Loan Modification Agreement dated November 17, 2008 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's Office as Document No. 0836529006;

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(i) Third Loan Modification Agreement dated August 17, 2009 by and among Lender, Borrower, Mo'gelt, 2519 North and Guarantors which was recorded in the Recorder's Office as Document No. 0926631136;

(j) Pledge Agreement dated August 17, 2009 made by Stuart in favor of Lender;

(k) Undated Uniform Commercial Code Financing Statement made by Stuart, as debtor, to Lender, as secured party, which was filed with the Illinois Secretary of State as Document No. 1215434; and

(l) Fourth Loan Modification Agreement dated May 17, 2010 by and among Lender, Borrower, Mo'gelt, 2519 North, Sarah and Guarantors which was recorded in the Recorder's Office as Document No. 1017313008; and

WHEREAS, 1254 Greenview is the owner of certain real estate (the "Greenview Premises") commonly known as 1254 North Greenview Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit C attached hereto and made a part hereof; and

WHEREAS, 1254 Greenview is financially and otherwise substantially interested in Lender agreeing to extend the maturity date of the Loan and has agreed to provide Lender with a second mortgage and assignment of rents (the "Greenview Mortgage") on the Greenview Premises as additional collateral further securing the Loan, and Lender has agreed to accept the Greenview Mortgage as additional collateral; and

WHEREAS, Orchard Street is the owner of certain real estate (the "Orchard Premises") commonly known as 2838 North Orchard Street, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit D attached hereto and made a part hereof; and

WHEREAS, Orchard Street is financially and otherwise substantially interested in Lender agreeing to extend the maturity date of the Loan and has agreed to provide Lender with a third mortgage and assignment of rents (the "Orchard Mortgage") on the Orchard Premises as additional collateral further securing the Loan, and Lender has agreed to accept the Orchard Mortgage as additional collateral; and

WHEREAS, the current outstanding principal balance of the Loan is Three Million Forty Three Thousand Five Hundred Ninety Four Dollars and Thirty Nine Cents (\$3,043,594.39); and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

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WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

## AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. **Definitions.** All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. **Additional Collateral.** The Greenview Premises are hereby added as additional collateral securing the Loan and this Agreement shall be construed as a second mortgage and assignment of rents on the Greenview Premises. The Orchard Premises are hereby added as additional collateral securing the Loan and this Agreement shall be construed as a third mortgage and assignment of rents on the Orchard Premises. Any reference to Premises in the Loan Documents, including but not limited to the Mortgage and Assignment of Rents, shall mean and refer individually and collectively to the Irving Park Premises, the Southport Premises, the North Avenue Premises, the Glencoe Premises, the Greenview Premises and the Orchard Premises.
4. **Amendment to Note.** In addition to any other modifications contained in this Agreement, the terms of the Note are hereby amended as follows:
  - (a) Subsection 3.F is deleted in its entirety, and is replaced with the following:
 

"Regular Rate" shall mean interest payable at the rate equal to the **greater of:** (i) Prime Rate plus One Percent (1%) per annum, or (ii) Six and One-Half Percent (6.50%) per annum.
  - (b) The Maturity Date of the Note shall be November 17, 2012.
5. **Amendment to Mortgage.** The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
6. **Amendment to Guaranty.** The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

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7. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

8. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to (i) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286546 F1, (ii) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286549 F1, (iii) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated May 25, 2007 and identified as Policy No. 1401 SA2286558 F1, and (iv) mortgagee's title insurance policy issued by Chicago Title Insurance Company, dated June 22, 2010 and identified as Policy No. 1401 008498562 D2 (herein individually and collectively called the "Title Policies"), which endorsements shall be acceptable to Lender and shall guarantee as of the date hereof that:

- (a) there are no exceptions to title except (a) the exceptions to title other than real estate taxes reflected on the Title Policies, and (b) general real estate taxes for the year 2011 and subsequent years;
- (b) reflects the recording of this Agreement; and
- (c) re-dates the effective date of the Title Policy to the date of recording of this Agreement;

together with such other endorsements required by Lender.

9. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

10. **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

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11. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

12. **Release.** Borrower, Mo'gelt, 2519 North, Sarah, 1254 Greenview, Orchard Street, Guarantors 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 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 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 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 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 Agreement voluntarily with full knowledge of the significance of this 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 Agreement.


13. **Joinder of Guarantors.** Guarantors have entered into this Agreement for the purpose of ratifying and confirming Guarantors' obligations under the Guaranty, as

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amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

(Signature Page Follows)

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

**FIRST EAGLE BANK, formerly known as First Eagle National Bank**

**4217 W. IRVING PARK LLC, an Illinois limited liability company**

By: [Signature]  
Name: STACY BRAW  
Title: Vp president

By: \_\_\_\_\_  
Stuart Miller, Manager

**MO'GELT INC., an Illinois corporation**

**2519 W. NORTH AVE. LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Stuart Miller, President

By: \_\_\_\_\_  
Stuart Miller, Manager

**SARAH MILLER**

**STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999**

**STUART MILLER**

By: \_\_\_\_\_  
Stuart Miller, Trustee

**1254 N. GREENVIEW LLC, an Illinois limited liability company**

**ORCHARD STREET CORPORATION, an Illinois corporation**

By: \_\_\_\_\_  
Stuart Miller, Manager

By: \_\_\_\_\_  
Stuart Miller, President



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

**FIRST EAGLE BANK, formerly known as First Eagle National Bank**

**4217 W. IRVING PARK LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Stuart Miller, Manager

**MO'GELT INC., an Illinois corporation**

**2519 W. NORTH AVE. LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Stuart Miller, President

By: \_\_\_\_\_  
Stuart Miller, Manager

**SARAH MILLER**

**STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999**

**STUART MILLER**

By: \_\_\_\_\_  
Stuart Miller, Trustee

**1254 N. GREENVIEW LLC, an Illinois limited liability company**

**ORCHARD STREET CORPORATION, an Illinois corporation**

By: \_\_\_\_\_  
Stuart Miller, Manager

By: \_\_\_\_\_  
Stuart Miller, President

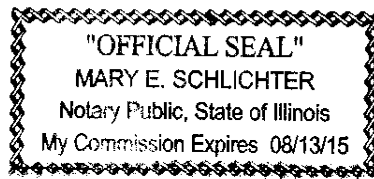
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that ZACHARY BRAUN, the V.P. of **FIRST EAGLE BANK, formerly known as First Eagle National Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said **FIRST EAGLE BANK** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8<sup>th</sup> day of FEBRUARY, 2012.

Mary E. Schlichter  
Notary Public



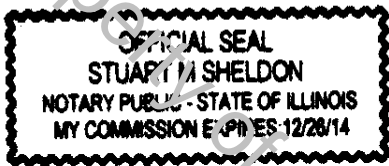
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Manager of **4217 W. IRVING PARK LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **4217 W. IRVING PARK LLC** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the President of **MO'GELT INC., an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **MO'GELT INC.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



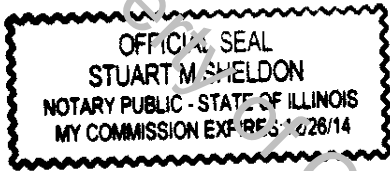
Stuart M. Sheldon  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Manager of **2519 W. NORTH AVE. LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **2519 W. NORTH AVE. LLC** for the uses and purposes herein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **SARAH MILLER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



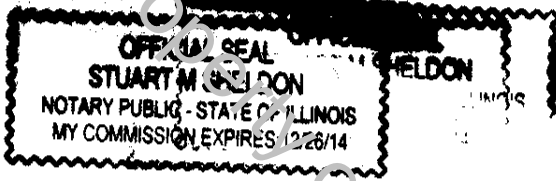
Stuart M. Sheldon  
Notary Public

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                    )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **STUART MILLER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the 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 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Trustee of the **STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **STUART MILLER DECLARATION OF TRUST DATED FEBRUARY 2, 1999** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the Manager of **1254 N. GREENVIEW LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **1254 N. GREENVIEW LLC** for the uses and purposes herein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Stuart Miller**, the President of **ORCHARD STREET CORPORATION, an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **ORCHARD STREET CORPORATION** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of February, 2012



Stuart M. Sheldon  
Notary Public

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## EXHIBIT A

### **Legal Description of Irving Park Premises, Southport Premises and North Avenue Premises**

#### **Parcel 1:**

Lot 2 (except the West 25 feet thereof) and Lot 3 in the resubdivision of Lots 1, 4, 5, 8 and 9 (except the South 6 feet of said Lot 9) in Block 32 in Irving Park, according to the plat of said resubdivision recorded May 16, 1900 in Book 78 of Plats Page 37 as Document Number 2961992, of Sections 15 and 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 4217-21 West Irving Park Road, Chicago, IL 60641  
**Permanent Index No.:** 13-22-202-004-0000

AND

#### **Parcel 2:**

That part of Lot 27 in Block 8 in Lane Park Addition to Lakeview in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

That property and space contained within and between that certain horizontal plane located 19.72 feet above Chicago City Datum and that certain other horizontal plane located 33.99 feet above Chicago City Datum lying within the boundaries projected vertically of that part of Lot 27 in Block 8 in Lane Park Addition to Lakeview in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Commencing at a point on the North line of said Lot 27, distant 32.90 feet West from the Northeast corner thereof; thence South along a line making an angle of 89 degrees 35 minutes 11 seconds measured clockwise, East to South from the said North line of Lot 27, a distance of 0.19 feet to a point on the exterior face of four story brick and concrete building commonly known as 3404 North Southport Avenue in Chicago; thence continuing South along the last described course extended, a distance of 0.87 feet to a point on the vertical line of intersection of the interior faces of two walls of said building, being the point of beginning of the parcel herein described; thence along the interior faces of the walls of the enclosed spaces described herein, the following courses and distances: East at right angles to the last described course, a distance of 75.51 feet; South at right angles to the last described course, a distance of 1.38 feet; East at right angles to the last described course, a distance of 1.74 feet; North at right angles to the last described course, a distance of 1.69 feet; East at right angles to the last described course, a distance of 2.95 feet; South at right angles to the last described course, a distance of 1.12 feet; East at right angles to the last described course, a distance of 0.85 feet; South at right angles to the last

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described course, a distance of 13.30 feet; West at right angles to the last described course, a distance of 0.84 feet; South at right angles to the last described course, a distance of 2.06 feet; West at right angles to the last described course, a distance of 3.31 feet; North at right angles to the last described course, a distance of 1.55 feet; West at right angles to the last described course, a distance of 1.07 feet; West at right angles to the last described course, a distance of 1.07 feet; South at right angles to the last described course, a distance of 0.93 feet; West at right angles to the last described course, a distance of 24.68 feet; South at right angles to the last described course, a distance of 7.34 feet; West at right angles to the last described course, a distance of 6.84 feet; North at right angles to the last described course, a distance of 7.34 feet; West at right angles to the last described course, a distance of 13.10 feet; South at right angles to the last described course, a distance of 3.30 feet; West at right angles to the last described course, a distance of 31.13 feet; North at right angles to the last described course, a distance of 18.77 feet to the point of beginning;

and

That part of said Lot 27 described as follows:

Commencing at a point on the South line of said Lot 27 a distance of 82.76 feet West from the Southeast corner thereof, being also the Southwest corner of said four story brick and concrete block building; thence North, along a line making an angle of 90 degrees 21 minutes 48 seconds, measured counter clockwise, East to North from the said South line of Lot 27, being along the exterior face of said building, a distance of 4.02 feet to the point of beginning of the parcel herein described; West at right angles to the last described course, a distance of 3.50 feet; North at right angles to the last described course, a distance of 2.86 feet; thence West at right angles to the last described course, a distance of 2.54 feet; North at right angles to the last described course, a distance of 15.91 feet; East at right angles to the last described course, a distance of 5.92 feet to the aforesaid exterior face of wall of said building; thence South along the exterior face of said wall a distance of 18.77 feet to the point of beginning.

**Address of Property:** 3404 North Southport Avenue, Chicago, IL 60657  
**Permanent Index No.:** 14-20-311-053-0000

and

**Parcel 3:**

Lot 8 in Block 3 in Winslow, Jacobson and Tallman's Subdivision of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 2519 West North Avenue, Chicago, IL 60647  
**Permanent Index No.:** 16-01-205-004-0000



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## EXHIBIT B

### **Legal Description of Glencoe Premises**

Lot 10 (except the South 90 feet thereof) and all of Lot 11 in Westwood Acres, being a subdivision in the west ½ of the Southeast ¼ of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 1214 Fairfield Road, Glencoe, IL 60022

**Permanent Index No.:** 04-01-403-018-0000

Property of Cook County Clerk's Office

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## EXHIBIT C

### Legal Description of Greenview Premises

Lot 3 in Dickson and Echol's Subdivision of Block 12 in Canal Trustees' Subdivision of the West part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 1254 North Greenview Avenue, Chicago, IL 60642  
**Permanent Index No.:** 17-05-116-073-0000

Property of Cook County Clerk's Office

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## EXHIBIT D

### **Legal Description of Orchard Premises**

Lot 14 and the North 10 feet of Lot 15 in Raworth and Others Subdivision of parts Lots 11, 12, 15, and 16 in Bickerdike and Steel's Subdivision in the West ½ of the Northwest ¼ of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 2838 North Orchard Street, Chicago, IL 60657  
**Permanent Index No.:** 14-28-115-032-0000

Property of Cook County Clerk's Office