THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Holland & Knight LLP 131 S. Dearborn Street 30<sup>th</sup> Floor Chicago, Illinois 60603 Attn: Francis L. Keldermans



1212810096 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/07/2012 04:05 PM Pg: 1 of 15

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### FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is dated as of January 15, 2012, but effective as of August 31, 2011 (the "Effective Date"), by and among 116 WEST HUBBARD STEEFT, LLC, an Illinois limited liability company ("Borrower"), NIKKI DUMAS-ACERI'A, LOUIS ACERRA, JOSEPH SHEMKY, MITCHELL SQUIRE, DANIEL KENNELY and AMBER KENNELY (each a "Guarantor" and collectively the "Guarantors"), Brent W. Meder ("Additional Guarantor") and BMO HARRIS, N.A., a national banking association, its successors and assigns ("Lender"), formerly known as HARRIS, N.A.

### RECITALS:

- Lender and Borrower entered into a Business Loan Agreement dated as of A. February 20, 2007, whereby Lender made a loan to Borrower in the original principal amount of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$7,200,000.00). In connection therewith, Borrower executed and delivered to Lender a Promissory Note dated February 20, 2007 made by Borrower to the order of Lender in the principal amount of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$ 7,200,000 D3).
- Lender and Borrower also entered into a Business Loan Agreement dated as of February 20, 2007, whereby Lender made another loan to Borrower in the original principal amount of THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00). In connection therewith. Borrower executed and delivered to Lender a Promissory Note dated February 20, 2007 made by Borrower to the order of Lender in the principal amount of THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00).
- On June 24, 2008 Borrower and Lender entered into a Business Loan Agreement C. (the "Loan Agreement") in order to, among things, consolidate the above-referenced loans into one credit facility (the "Loan") in the principal amount of SEVEN MILLION FIVE HUNDRED

THOUSAND DOLLARS AND NO/100 (\$7,500,000.00) (the "Aggregate Loan Agreement"). All capitalized terms used but not specifically defined herein shall have the respective meaning specified in the Aggregate Loan Agreement.

- D. In connection with the Aggregate Loan Agreement, Borrower executed and delivered to Lender a Promissory Note dated June 24, 2008 made by Borrower to the order of Lender in the principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$7,500,000.00) (the "Aggregate Note").
- The Aggregate Note is secured by, among other things, (i) a Mortgage dated February 20, 2007 made by Borrower in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") on February 26, 2007 as document number 0705711086, as amended by the Modification of Mortgage dated as of June 24, 2008 by and between Borrower and Lender and recorded in the Recorder's Office on July 21, 2008 as document number 0820335185 (collectively, and as amended from time to time, the "Mortgage"), which Mcrtgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto (the "Project"), (ii) that certain Assignment of Rents dated February 20, 2007 from Borrower to Lender and recorded in the Recorder's Office on February 26, 2007 as document number 0705711087 (the "Assignment of Rents"), (iii) a Mortgage dated June 24, 2008 m de by 2519-21 California, LLC, an Illinois limited liability company, in favor of Lender and recorded in the Recorder's Office on July 21, 2009 as document number 0820308164 ("California Mortgage") with respect to the real property commonly known as 2519 W. California, Chicago, Illinois, (iv) an Assignment of Rents dated June 24, 2008 made by 2519-21 California, L.C. an Illinois limited liability company, in favor of Lender and recorded in the Recorder's Office on July 21, 2009 as document number 0820308165 ("California Assignment") and (v) certain other loan documents (the Loan Agreement, the Aggregate Note, the Mortgage, the Assignment of Rents, the California Mortgage, the California Assignment, and the other cocurrents evidencing, securing and guaranteeing the Loan, in the original form, and as amended, are sometimes collectively referred to herein as the "Loan Documents").
- F. The Loan is further secured by Commercial Guaranties made by each Guarantor in favor of Lender (collectively, "Guaranty"). Guarantors own the majority of all membership interests in Borrower and Guarantors will substantially benefit from the agreements contained herein.
- G. Borrower, Guarantors and Lender entered into a Forbearance Agreement dated as of May 2009, whereby Lender agreed to: (i) forbear from collecting on the Aggregate Note and (ii) forbear from exercising its remedies under the Loan Documents until 12:00 noon on September 30, 2009 (the "Initial Forbearance Agreement").
- H. Borrower, Guarantors and Lender entered into a First Amendment to Forbearance Agreement dated as of November 30, 2009, whereby Lender agreed to: (i) forbear from collecting on the Note and (ii) forbear from exercising its remedies under the Loan Documents until 12:00 noon on September 30, 2010 (the "First Amendment").

- I. Borrower, Guarantors and Lender entered into a Second Amendment to Forbearance Agreement dated as of December 3, 2010, whereby Lender agreed to: (i) forbear from collecting on the Note and (ii) forbear from exercising its remedies under the Loan Documents until 12:00 noon on March 31, 2011 (the "Second Amendment").
- J. Borrower, Guarantors and Lender entered into a Third Amendment to Forbearance Agreement dated as of June 29, 2011 whereby Lender agreed to: (i) forbear from collecting on the Note and (ii) forbear from exercising its remedies under the Loan Documents until 12:00 noon on August 31, 2011 (the "Third Amendment"; and, together with the Initial Forbearance Agreement, the First Amendment and the Second Amendment, the "Forbearance Agreement").
- K. The Forbearance Agreement has expired and Borrower desires to amend the Loan Documents in order to, among other things, renew the Loan (the "Renewal"). In connection with the Renewal, Borrov er has agreed to execute and deliver (or cause the execution and delivery) to Lender (i) this Agreement, (ii) that certain First Mortgage of even date herewith (the "Additional Mortgage") made by Meier Property Holdings, LLC, an Illinois limited liability company ("MPH"), which Additional Mortgage encumbers the real estate (and all improvements thereon) commonly known as 2016 N. Western Avenue, Chicago, Illinois and as legally described on Exhibit B attached hereto (the "Additional Collateral"), (iii) that certain Amended and Restated Promissory Note of even date herewith, made payable by Borrower to the order of Lender in the principal amount of Seven Million Four Hundred Sixty-Six Thousand Fifty-Six and 94/100 Dollars (\$7,466,056.94) (the "Amended Hote"; and, together with the Aggregate Note, the "Note") and (iv) that certain Unlimited Guaranty of even date herewith, but effective as of August 31, 2011 ("Additional Guaranty"), made by Additional Guarantor in favor of Lender.

### 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 Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Maturity Date</u>. The Maturity Date of the Note is hereby extended to August 13, 2013. Any reference in the Note, the Loan Agreement or any other Loan Document to the Maturity Date shall mean and refer to August 13, 2013.
- 2. Additional Loan Documents. In connection with and as a condition precedent to the Renewal and Lender's obligations under this Agreement, Borrower shall execute and deliver to Lender: (a) the Additional Mortgage; (b) the Amended Note; (c) the Additional Guaranty; and, (d) such other documents or instruments as Lender may deem necessary to further effectuate the terms of this Agreement or to ensure the continued validity and security of the Additional Mortgage and the other Loan Documents.

- 3. <u>Principal and Interest</u>. Principal and interest shall be due and payable as set forth in the Amended Note.
- 4. Reaffirmation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, Guarantor hereby expressly and unconditionally waives, releases, and discharges any and all rights or claims under the Illinois Sureties Act, 740 ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to Guarantor under the Illinois Sureties Act. Each undersigned Guarantor acknowledges and agrees that the failure of any other Guarantor to execute this Agreement (or any of the other Loan Documents) shall not affect, diminish, impinge, amend or alter the Guaranty and such Guaranty shall continue to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder by virtue of the failure of any Guarantor to exec tte this Agreement.
- 5. <u>No Cross-Collateralization</u>. For the avoidance of doubt, the Mortgage and the Additional Mortgage shall not be cross-collateralized or cross-defaulted. No language in this Agreement, the Mortgage, the Additional Mortgage or any other Loan Document shall be construed or interpreted by any of the undersigned parties to cross-collateralize or cross-default the Mortgage with the Additional Mortgage.
- 6. Release of Additional Mortgage. In the event that Borrower reduces the outstanding principal balance of the Loan to Seven Million Two Hundred Sixty-Six Thousand and 00/100 Dollars (\$7,266,000.00) (the "Release Event"), and provided that there is no continuing Event of Default under any of the Loan Documents, then Lender shall provide MPH with a written release of lien with respect to the Additional Mortgage within ten (10) business days following the Release Event.
- 7. Representations and Warranties of Borrower. Borrower and each Guarantor, as applicable, hereby represent, covenant and warrant to Lender, as of the date hereof, the following:
  - (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
  - (b) There is currently no Event of Default under the Loan Agreement, 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 Event of Default under the Loan Agreement, the 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 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, any 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.
- Borrower and MPH are validly existing under the laws of the State of their formation or organization and have 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 Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

#### 8. Patriot Act; Foreign Enemy Compliance.

- (a) As of the date of this Agreement, the Borrower, Guarantors and the Additional Guarantor are and, during the term of this Agreement shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any noney laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 et seq. and any amendments or successors thereto and any applicable regulations promulgated thereunder.
- (b) The Borrower, the Guarantors and the Additional Guarantor represent and warrant (where applicable) that: (a) neither they, nor any of their emocifs, or any officer, director or employee, is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) they are not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

- (c) The Borrower, the Guarantors and the Additional Guarantor acknowledge that they understands and have been advised by their respective legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.*, the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*
- (d) Neither the Borrower, the Guarantors, the Additional Guarantors nor any of their respective Affiliates are an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), as affected. Neither the Borrower, the Guarantors, the Additional Guarantor nor any of their respective Affiliates are in violation of, nor will the use of the Loan violate, the Trading with the Enemy Act, as amended, or any executive orders, proclamations or regulations issued pursuant thereto, including, without limitation, regulations administered by the Office of Foreign Asset Control of the Department of the Treasury (31 C.F.R. Subticle B, Chapter V).
- 9. Release of Claim's Against Lender. Borrower and Guarantor hereby relinquish and waive all claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, of icers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise. Acretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the Loan prior to the date hereof. Borrower and Guarantor acknowledge that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.
- 10. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender ir connection with this Agreement including, without limitation, title charges, recording and filing fees and reasonable attorneys' fees and costs.

### 11. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each 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 Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (d) Porrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- (f) Any references to the "Loan Agreement", the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (g) This Agreement may be executed in one or more counter arts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.

[Signature Page Follows]

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

<u>LENDER</u> :	BORROWER:
BMO Harris N.A., a national	116 West Hybbard Street, LLC, an
banking association	Illinois limited hability company
By: James Mh	Ву:
Name: hawlenge Phon	Name: / NIKKI Plant
Title: Vice President	Title: May Affer.
GUARANT ÉRE:	
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Nikki Dumas-Acerra	Ilouis Aflenia //
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Joseph Shernky	Mitchell Squire
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ADDITIONAL GUARANTOR:	<b>6</b>
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MORTGAGOR:	
MEDER PROPERTY HOLDINGS, LLC,	~Q
an Illinois limited liability company	
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Ву:	
Name: Breat W. Nhol-	
Title: Manage & Own	

STATE OF ILLINOIS	)
COUNTY OF WY	) .ss )
Harris, N.A., is personally foregoing instrument, appearand delivered said instruments set forth.	RTIFY that the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and and Notarial Seal this day of the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and and Notarial Seal this day of the uses and purposes thereing the same person and acknowledged that he signed and and Notarial Seal this day of the uses and purposes thereing the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and Notarial Seal this day of the uses and purposes thereing the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and and Notarial Seal this day of the uses and purposes thereing the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and and Notarial Seal this day of the uses and purposes thereing the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed and and Notarial Seal this day of the uses and purposes thereing the same person whose name is subscribed to the ared before me this day in person and acknowledged that he signed the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the ared the same person whose name is subscribed to the same person who
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My Commission Expires: ✓	OFFICIAL SEAL LAUREN SOBCZAK Notary Public - State of Illinois My Commission Expires May 10, 2015
STATE OF ILLINOIS COUNTY OF <u>Cook</u>	) .ss
aforesaid, DO HEREBY C Hubbard Street, LLC, an person whose name is subs person and acknowledged	n Illinois limited company, is personally known to me to be the same scribed to the foregoing instrument, appeared before me this day in that he signed and delivered said instrument as his own free and and purposes therein set forth.
GIVEN under my ha	and and Notarial Seal this
My Commission Expires:_	0FFICIAL SEAL DENICE DUMAS Notary Public State of Illinois My Commission Extres Jan 12, 2015

STATE OF ILLINOIS )
COUNTY OF Cook ).ss
I
DENICE DUMAS Notary Public - State of Illinois My Commission Expires Jan 12, 2015
STATE OF ILLINOIS ) .ss COUNTY OF COOL )
I was, a Notary Public in and for said County, in the Stat aforesaid, DO HEREBY CERTIFY that Nikki Dumas-Acerra is personally known to me to b the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered 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
My Commission Expires: /-/2-2013  OFFICIAL SEAL DENICE DUMAS Notary Public - State of Illinois My Commission Expires Jan 12, 2015 My Commission Expires Jan 12, 2015

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STATE OF ILLINOIS )
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I Phice Dumps, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Joseph Shemky 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 Aday of, 2012.
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DENICE DUMAS NOT
Notary Public - State of Ill noish
My Commission Expires Jan 12, 2015
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COUNTY OF COOL ) .ss
COUNTY OF COGAC )
a Notary Public in and for said County, in the State
aforesaid. DO HEREBY CERTIFY that Daniel Kennely 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 Oday of March, 2012.
GIVEN under my hand and Notarial Seal this _/O_day of _/ V (Location ), 2012.
Notary Public
Notary Fuone
My Commission Expires: $\frac{1-12-20}{1}$
OFFICIAL SEAL DENICE DUMAS
Notary Public - State of Illinois
My Commission Expires Jan 12, 2015

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STATE OF ILLINOIS )
(A. A. ).ss
COUNTY OF COOK )
Dowie Dumps
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aforesaid, DO HEREBY CERTIFY that Louis Acerra 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.
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GIVEN under my hand and Notarial Seal this 10th day of MAKCh, 2012.
Notary Public
Notary Public
My Commission Expires: 12-/2-20/5
OFFICIAL DUMAS
Notary Public - State of timeson My Commission Expires Jan 12, 2015
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STATE OF ILLINOIS )
COUNTY OF POOK ).ss
COUNTY OF 1 COLO
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aforesaid, DO HEREBY CERTIFY that Mitchell Squire 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 is his own free and
voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 7 day of Marie, 2012.
GIVEN under my hand and Notarial Seal this 7 day of Mark , 2012.
Notary Public
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My Commission Expires: /-12-2015
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COUNTY OF COCK) .ss
COUNTY OF COUNTY
I, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Amber Kennely 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 she signed and delivered 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 10 Hday of March, 2012.
Notary Public
My Commission Expires: $(2 - 2)$
OFFICIAL SEAL DENICE DUMAS
My Commission Expires Jan 12, 2015
STATE OF ILLINOIS  ) .ss
STATE OF ILLINOIS
COUNTY OF BOLL ) .ss
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I June, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brent W. Meder is personally known to me to be the
I Jouice Dyma, a Notary Public in and for said County, in the State
I wire with the State aforesaid, DO HEREBY CERTIFY that <b>Brent W. Meder</b> is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to afore me this day in person and acknowledged that he signed and delivered said instrument as n's own free and voluntary act for the uses and purposes therein set forth.
I wire with the State aforesaid, DO HEREBY CERTIFY that <b>Brent W. Meder</b> is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to afore me this day in person and acknowledged that he signed and delivered said instrument as n's own free and voluntary act for the uses and purposes therein set forth.
I wire with the State aforesaid, DO HEREBY CERTIFY that <b>Brent W. Meder</b> is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to afore me this day in person and acknowledged that he signed and delivered said instrument as n's own free and voluntary act for the uses and purposes therein set forth.
I wie c yma , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <b>Brent W. Meder</b> is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared refore me this day in person and acknowledged that he signed and delivered said instrument as n is own free and voluntary act for the uses and purposes therein set forth.
I wire with the State aforesaid, DO HEREBY CERTIFY that <b>Brent W. Meder</b> is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared to afore me this day in person and acknowledged that he signed and delivered said instrument as n's own free and voluntary act for the uses and purposes therein set forth.
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A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brent W. Meder is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared refore me this day in person and acknowledged that he signed and delivered said instrument as resown free and voluntary act for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal this
I John Mark June June June June June June June June

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## **UNOFFICIAL COPY**

#### **EXHIBIT A**

LOT 5 IN BLOCK 6 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 116 WEST HUBBARD STREET, CHICAGO, ILLINOIS 60654

9-253-COOK COUNTY Clark's Office PIN: 17-09-253-010-0000

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## **UNOFFICIAL COPY**

#### **EXHIBIT B**

COMMERCIAL UNIT IN THE 2016 N. WESTERN CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 29 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION HEREINAFTER DESCRIBED) IN POWELL'S SUBDIVISION OF LOT 8 IN THE CIRCUIT COURT PARTITION OF POWELL'S ESTATE BEING PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1021518066; TOGETHER WITH ITS UNDIVIDED PEPCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**COMMON ADDRESS:** 

2016 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60647

P.I.N.: 13-36-231-012-0000