

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING RETURN TO:



Doc#: 1233104018 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/26/2012 08:52 AM Pg: 1 of 21

Eric M. Roberson  
Urban Partnership Bank  
7936 South Cottage Grove  
Chicago, Illinois 60619-0260  
Attention: Loan Operations

Loan No. 63329

## LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Agreement") dated September 17, 2012, effective as of October 1, 2012, among TWG Dorchester LLC, an Illinois limited liability company ("Company"), Ari Golson, Andrew Goodman, Victor Michel, David Brint, Richard Sciortino and Ante Loncar (Ari Golson, Andrew Goodman, Victor Michel, David Brint, Richard Sciortino, Ante Loncar and Company are collectively referred to as, "Borrower"), and URBAN PARTNERSHIP BANK, as successor in interest to the Federal Deposit Insurance Corporation as receiver for ShoreBank, an Illinois chartered bank ("Lender").

## RECITALS

A. From time to time Lender has made various loans to Borrower including the following:

- 1) That certain promissory note dated August 28, 2006 from Borrower to Lender in the original principal amount of \$2,900,000.00 ("Note A"); and
- 2) That certain promissory note dated April 17, 2008 from Borrower to Lender in the original principal amount of \$150,000.00 ("Note B"); and
- 3) That certain Mortgage dated August 28, 2006 from Company to Lender encumbering the property located at 6800 South Dorchester, Chicago, Illinois, recorded with the Cook County Recorder as Document Number 0624333134 and further described on Exhibit A attached hereto ("Note A Mortgage"); and
- 4) That certain Mortgage dated April 17, 2008 from Company to Lender encumbering the property located at 6800-20 South Dorchester, Chicago, Illinois, recorded with the Cook County Recorder as Document Number 0815404189 and further described on Exhibit A attached hereto ("Note B Mortgage"); and

Box 400-CTCC

SPS  
SC  
INT

8351754  
help  
AT

# UNOFFICIAL COPY

5) That certain Assignment of Rents dated August 28, 2006 from Company to Lender encumbering the property located at 6800 South Dorchester, Chicago, Illinois, recorded with the Cook County Recorder as Document Number 0624333135 and further described on Exhibit A attached hereto (“**Note A Assignment**”); and

6) That certain Assignment of Rents dated April 17, 2008 from Company to Lender encumbering the property located at 6800-20 South Dorchester, Chicago, Illinois, recorded with the Cook County Recorder as Document Number 0815404190 and further described on Exhibit A attached hereto (“**Note B Assignment**”).

**B.** The loans described in Recital A above is referred to collectively as the “**Loan**”. Note A and Note B described in Recital A above are herein referred to collectively as the “**Note**”. The Mortgages described in Recital A above are herein individually a “**Note A Mortgage**” and “**Note B Mortgage**” and collectively referred to as the “**Mortgages**”. The Assignments of Rents described in Recital A above are herein individually an “**Note A Assignment**” and “**Note B Assignment**” and collectively referred to as the “**Assignments of Rent**”. Each property subject to a Mortgage is herein individually referred to as the “**Property**” and collectively the “**Properties**”. The Note, the Mortgages, the Assignments of Rent and other documents, certificates and agreements entered into and delivered to Lender by or for the benefit of Borrower in connection with the Loan, including Guarantees and Indemnity (as both are defined below) are each a “**Loan Document**” and herein collectively referred to as the “**Loan Documents**”. From and after the date hereof, the term “**Loan Documents**” also includes this Agreement and the Loan Documents as described and modified in Sections 4 and 5.

**C.** Borrower has requested that Ari Golson, Andrew Goodman, Victor Michel, David Brint, Richard Sciortino and Ante Loncar (“**Guarantors**”) be removed as co-borrowers under the Loan and enter into those certain, joint and several, Continuing Unlimited Guarantees dated as of even date herewith (“**Guarantees**”) and that certain Environmental Indemnity Agreement dated as of even date herewith (“**Indemnity**”).

**D.** Borrower has requested that Lender amend the Loan Documents, among other things, 1) modify the maturity, the interest rate and the payments under Note A and Note B; 2) remove Guarantors as co-borrowers under the Loans and 3) restructure the indebtedness evidenced by Note A and Note B; and Lender has agreed to do so, upon and subject to the terms and conditions herein set forth herein.

**NOW, THEREFORE**, in consideration of the Recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## AGREEMENT

1. Recitals. Borrower represents and warrants that the Recitals hereinabove set forth are true and correct. The Recitals are hereby incorporated herein by this reference.

2. Definitions. Except as otherwise expressly indicated herein, capitalized terms used herein shall have the same meaning ascribed to them in the Loan Documents, as applicable.

# UNOFFICIAL COPY

### 3. Acknowledgments, Representations, Agreements and Warranties.

(a) Borrower hereby ratifies and confirms Borrower's liabilities and obligations under the Note, the Mortgages and other Loan Documents, as applicable, and the liens and security interests created thereby and existing thereunder. Borrower acknowledges, admits and agrees that Borrower, as of the date hereof, has no defenses, affirmative defenses, claims, counterclaims or setoffs to the enforcement by Lender of the obligations and liabilities of Borrower under the Loan Documents or any of them, and to the actions of Lender, its officers, directors, employees, agents and attorneys with respect thereto. Borrower agrees to indemnify and hold harmless Lender from all liabilities, losses and damages arising out of or relating to this Agreement, the Loan Documents, the transactions contemplated thereby and hereby and the collateral given as security therefor.

(b) Borrower agrees that except as expressly provided herein, Lender does not waive any future defaults by Borrower under this Agreement or any other Loan Documents. Nothing contained in this Agreement shall be construed as creating a course of dealing or conduct between the parties. Lender retains all of its rights and remedies available under the terms of the Loan Documents, as amended or modified hereby.

(c) Lender acknowledges that Borrower has not defaulted in its obligations under the terms of the Loan or the Loan Documents and that as of the date hereof, the Loan is current in all respects.

4. Consolidation and Restructure of Loan Nos. 65329 and 66804. The outstanding balance of the Loans evidenced by Note A and Note B shall be consolidated and restructured into two separate loans as set forth below:

(a) Modification of Note A. As of October 1, 2012, the outstanding principal balance on Note A is \$1,947,958.38 and shall bear interest at the Fixed Rate Portion beginning October 1, 2012 (the "**Effective Date**"); then beginning the LIBOR Interest Period (as defined below) shall bear interest at the LIBOR Rate Portion (as defined below); and provide for monthly payments of principal and interest; and

(b.) Modification Note (B Note). As of October 1, 2012, the outstanding principal balance on Note B is \$144,608.18 and shall bear interest at the rate of three percent (3.00%) per annum beginning the Effective Date through October 1, 2019 (the "**Maturity Date**"); and provide for interest and principal payments due at the Maturity Date.

### 5. Amendment and Modification of Loan Documents.

(a) Borrower and Lender agree that Note A shall be amended as follows:

(i) "**Borrower**" under the Note shall only mean TWG Dorchester LLC, an Illinois limited liability company, its successors and/or assigns. Lender agrees that as of the dated of this Agreement, Ari Golson, Andrew Goodman, Victor Michel, David Brint and Ante Loncar are hereby removed as co-borrowers under the Loan.;

# UNOFFICIAL COPY

(ii) The “**Payment**” and “**Variable Interest Rate**” Sections in Note A shall be deleted in their entirety and the following substituted therefor:

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balance as described in the “**INTEREST CALCULATION METHOD**” paragraph using the interest rates described in this paragraph.

(A) Beginning October 1, 2012 (the “**Effective Date**”), Borrower shall pay consecutive monthly principal and interest payments (based on a twenty (20) year amortization) on the outstanding principal balance at a rate equal to four and three quarters percent (4.75%) per annum (the “**Fixed Rate Portion**”) until October 1, 2017; and

(B) From October 1, 2017 to October 1, 2019 (the “**LIBOR Interest Period**”), Borrower shall pay consecutive monthly principal and interest payments (based on a twenty (20) year amortization from the Effective Date on the outstanding balance at a rate equal to the LIBOR Rate (as defined below), plus four percent (4.000%) per annum (the “**LIBOR Rate Portion**”).

(C) The estimated final payment due on October 1, 2019 (the “**Maturity Date**”) is a balloon payment based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges, then to any unpaid collection costs; and then to any unpaid principal balance. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing.

**INTEREST RATE.** The interest rate payable on the Loan evidenced by this Note shall be as follows:

(a) Interest Prior to an Event of Default. Interest shall accrue on the principal balance of this Note outstanding from the Effective Date until October 1, 2017 at the Fixed Rate Portion and at the LIBOR Rate Portion during the LIBOR Interest Period; provided that in no event shall the interest rate be less than four and three quarters percent (4.750%) per annum or greater than seven percent (7.000%) per annum (the Fixed Rate Portion,

# UNOFFICIAL COPY

together with the LIBOR Rate Portion shall be, referred to collectively, as the “**Interest Rate**”).

(b) Interest After an Event of Default. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such Event of Default as set forth in this Note.

(c) LIBOR Rate Provisions. (i) “LIBOR Rate” shall mean the Two Year LIBOR Swap Rate, as displayed in the *Wall Street Journal* (or other authoritative source selected by Lender in its sole discretion), three (3) Business Days prior to commencement of the LIBOR Interest Period such rate to remain fixed for the LIBOR Interest Period, or as LIBOR is otherwise determined by Lender in its sole and absolute discretion. Lender’s determination of LIBOR shall be conclusive, absent manifest error. For purposes hereof, the phrase “Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

(ii) If Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of the LIBOR Interest Period that (A) the making or maintenance of the loan evidenced by the Note at the LIBOR Rate would violate any applicable law, rule, regulation or directive, whether or not having the force of law, (B) United States dollar deposits in the principal amount, and for periods equal to the LIBOR Interest Period are not available in the London Interbank Eurodollar market in the ordinary course of business, (C) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the LIBOR Rate, (D) the LIBOR Rate does not accurately reflect the cost to Lender of the Loan evidenced by the Note, or (E) an Event of Default has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default, Lender shall promptly notify Borrower thereof and, so long as any of the foregoing conditions continue Lender will have no obligation to continue funding the Loan evidenced by this Note at the LIBOR Rate, in which event the interest rate hereunder shall be converted to the a rate equal to the Two Year Treasury SWAP Rate as displayed in the *Wall Street Journal*, (the “**Treasury Rate**”) without further demand, presentment, protest or notice of any kind, all of which are hereby waived by Borrower.

# UNOFFICIAL COPY

(iii) If, after the date hereof, a regulatory change (shall, in the reasonable determination of Lender, make it unlawful for Lender to make or maintain any LIBOR loans, the interest rate payable under this Note shall be immediately converted to a rate equal to the **Treasury Rate** without further demand, presentment, protest or notice of any kind, all of which are hereby waived by Borrower.

(iv) The following paragraph shall be added to Note A:

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 interest basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual days outstanding. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

(v) Note B shall be replaced by that certain Modification Note (B Note) dated as of even date herewith from Company for the benefit of Lender.

(b) Borrower and Lender agree that the "Definitions" Section of the Note A Mortgage and Note A Assignment are amended as follows:

(i) **Borrower.** The word "Borrower" shall only mean TWG Dorchester LLC, an Illinois limited liability company, its successors and/or assigns. Lender agrees that as of the date of this Agreement, Ari Golson, Andrew Goodman, Victor Michel, David Brint and Ante Loncar are hereby removed as co-borrowers under the Loan.

(ii) **Note.** The word "Note" means the promissory note dated August 28, 2006, in the original principal amount of \$2,900,000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 1, 2019.

(c) Borrower and Lender agree that the "Definitions" Section of the Note B Mortgage and the Note B Assignment are amended as follows:

(i) **Borrower.** The word "Borrower" shall only mean TWG Dorchester LLC, an Illinois limited liability company, its successors and/or assigns. Lender agrees that as of the date of this Agreement, Ari Golson, Andrew Goodman, Victor Michel, David Brint and Ante Loncar are hereby removed as co-borrowers under the Loan.



# UNOFFICIAL COPY

- (ii) **Note.** The word “Note” means the promissory note dated October 1, 2012 in the original principal amount of \$144,608.18 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. Payments on the Note are to be made in accordance with the following payment schedule: one (1) principal and interest payment due on October 1, 2019, (the “**Maturity Date**.”

## 6. Additional Covenants of Company and Guarantors.

(a) Company and Guarantors shall execute and deliver to Lender such Amendments to the Note, Mortgages and Assignments of Rents as Lender may require to evidence the amendments and modifications contemplated hereby.

(b) Company and Lender agree that the occurrence of an Event of Default as described in any of the Loan Documents, including, without limitation, the failure to make any payment provided for in the Note, all indebtedness evidenced by the Loan Documents, including, without limitation, principal and all accrued and unpaid interest thereon, shall become, at the option of Lender and without further demand or notice of any kind, immediately due and payable.

(c) Company agrees that any protective advances made by Lender, at its election, shall be added to and included in the indebtedness evidenced by the Note.

(d) Company agrees to provide Lender with a rent roll for each of the Properties within thirty (30) days of the end of each calendar quarter, or more often as Lender may require; and provide Lender with a copy of Borrower’s tax return, promptly when filed; and provide Lender with annual financial statements of Borrower, in form and content as Lender may require.

(e) Except as expressly amended or modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms, and nothing contained herein shall cure, waive, release or postpone any defaults now existing under the Loan Documents. It is the intention of the parties that no intervening lien with respect to any Property subject to a Mortgage will become superior to the lien of the Mortgage by reason of the execution of this Agreement. If such intervening lien will become superior to the lien of the Mortgage, at the election of Lender, this Agreement shall become null and void, nunc pro tunc the Effective Date, with respect to that Property as if the same had not been executed, delivered or recorded.

7. Relief from Automatic Stay. Company hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Company shall: (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code, as amended (“**Bankruptcy Code**”); (ii) be the subject

# UNOFFICIAL COPY

of any order for relief issued under the Bankruptcy Code; (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) have sought, or consented to, or acquiesced in, the appointment of any trustee, receiver, conservator, or liquidator; or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors; then, subject to court approval, Lender shall thereupon be entitled and Company irrevocably consent to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, and as otherwise provided at law or in equity, and Company hereby irrevocably agrees that it shall not object to, and hereby irrevocably waives its right to object to, Lender's request for any such relief.

8. Authority. Borrower represents and warrants to Lender that (i) Borrower has authorization to execute and deliver this Agreement and to perform its respective obligations hereunder; (ii) upon the execution and delivery hereof, this Agreement shall be valid, binding and enforceable upon Borrower in accordance with its terms; (iii) execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower is a party or is bound.

9. Events of Default; Remedies.

(a) Events of Default. It shall be considered an event of default hereunder and under each of the Loan Documents if one or more of the following events (collectively "**Events of Default**", and singly an "**Event of Default**") shall occur: (i) Default shall be made by Borrower in the due observance or performance of any covenant, agreement or provision of this Agreement or any of the Loan Documents to be performed or observed by Borrower or an Event of Default occurs under any of the Loan Documents; or (ii) any representation or warranty made by Borrower under or in connection with this Agreement or in any certificate, report, instrument, financial statement, schedule or other document heretofore or hereafter furnished to Lender, or any disclosure of the assets and properties of Borrower shall prove to have been false or incorrect in any material respect as of the date on which made.

(b) Remedies. Upon the occurrence of any Event of Default, Lender, without further demand, protest, presentment, notice of protest or other notice of any kind, may: (i) exercise any or all of its rights and remedies under this Agreement or any of the Loan Documents; or (ii) exercise any or all other rights and remedies provided at law or in equity; or (iii) do all or any of the foregoing.

10. Costs. Company hereby agrees to pay all expenses, charges, costs and fees relating to this Agreement, including Lender's reasonable attorneys' fees, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Agreement, including



# UNOFFICIAL COPY

the drafting and negotiation hereof, or hereafter incurred by Lender in enforcing or attempting to enforce its rights and remedies under the Loan Documents upon Lender's demand.

11. Amendments. No change in the terms of this Agreement shall be valid unless in writing and signed by Company and Lender.

12. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held to be invalid, unlawful or unenforceable in any respect, then the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13. Counterparts; Governing Law. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one document. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Illinois.

14. RELEASE. IN CONSIDERATION OF THE ACCEPTANCE BY LENDER OF THIS AGREEMENT, EACH OF BORROWER HEREBY: (A) RELEASES, RELINQUISHES AND WAIVES ANY AND ALL CLAIMS FROM THE BEGINNING OF TIME WHICH IT HAS ACCRUED AGAINST LENDER AND/OR ANY OF LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, ATTORNEYS, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LOAN, THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND HEREUNDER, WHETHER KNOWN OR UNKNOWN AS OF THE DATE OF THIS AGREEMENT; (B) COVENANTS AND AGREES THAT IT SHALL NOT ASSERT OR SEEK TO ASSERT ANY CLAIM, OFFSET, DEFENSE, AFFIRMATIVE DEFENSE, COUNTERCLAIM OR CROSS-CLAIM OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE OBLIGATIONS AND/OR THE PERFORMANCE BY THE RELEASED PARTIES OF THEIR RESPECTIVE OBLIGATIONS UNDER THE LOAN DOCUMENTS RELATING TO ANY EVENTS OR ISSUES THAT AROSE PRIOR TO THE EXECUTION OF THIS AGREEMENT; AND (C) WAIVES EVERY PRESENT DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF, INCLUDING, BUT NOT LIMITED TO, BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING, WHICH BORROWER MAY HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY ANY OF THE RELEASED PARTIES IN ADMINISTERING OR ENFORCING THE LOAN DOCUMENTS PRIOR TO THE EXECUTION OF THIS AGREEMENT OR ANY OF THE OTHER LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL PROHIBIT BORROWER FROM ASSERTING ANY CLAIMS OR DEFENSES IN CONNECTION WITH THE OBLIGATIONS OR ENFORCEMENT OF THIS AGREEMENT.

15. Headings. Section headings used in this Agreement are for the convenience of reference only and are not a part of this Agreement for any other purpose.

16. JURY WAIVER. BORROWER AND LENDER KNOWINGLY AND IRREVOCABLY WAIVE THE RIGHT OF JURY TRIAL WITH RESPECT TO ANY CONTROVERSY OR CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE LOAN DOCUMENTS AS AMENDED OR MODIFIED HEREBY.

# UNOFFICIAL COPY

*[Signature page follows.]*

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**


Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

**LENDER:**

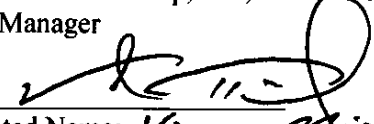
**URBAN PARTNERSHIP BANK,**  
as successor in interest to the Federal Deposit Insurance Corporation  
as receiver for ShoreBank  
an Illinois chartered bank


By:   
Printed Name: ROBERT A KRASICK  
Its: CARE OPERATIONS OFFICER

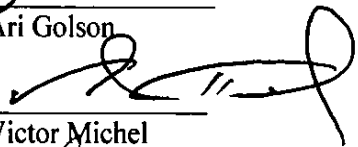
**BORROWERS:**

**TWG DORCHESTER LLC,**  
an Illinois limited liability company

By: The Wolcott Group, Inc., an Illinois corporation  
Its Manager

By:   
Printed Name: VICTOR MICHEL  
Its: Treasurer

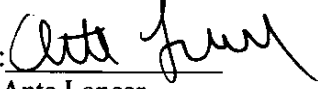
By:   
Ari Golson

By:   
Victor Michel

By:   
Andrew Goodman

By: \_\_\_\_\_  
David Brint

By: \_\_\_\_\_  
Richard Sciortino


By:   
Ante Loncar

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

**LENDER:**

**URBAN PARTNERSHIP BANK,**  
as successor in interest to the Federal Deposit Insurance Corporation  
as receiver for ShoreBank  
an Illinois chartered bank


By:   
Printed Name: ROBERT A. KARASICK  
Its: CHIEF OPERATIONS OFFICER

**BORROWERS:**

**TWG DORCHESTER LLC,**  
an Illinois limited liability company

By: The Wolcott Group, Inc., an Illinois corporation  
Its Manager

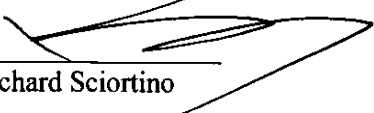
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Ari Golson

By: \_\_\_\_\_  
Victor Michel

By: \_\_\_\_\_  
Andrew Goodman

By:   
David Brint

By:   
Richard Sciortino

By: \_\_\_\_\_  
Ante Loncar

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

Larry Thompson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Karasek, the COO of **URBAN PARTNERSHIP BANK**, as successor in interest to the Federal Deposit Insurance Corporation as receiver for ShoreBank, an Illinois chartered bank who 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17<sup>TH</sup> day of Sept., 2012.



Larry Thompson  
Notary Public

Larry Thompson  
(Type Or Print Name)

(SEAL)

Commission Expires:

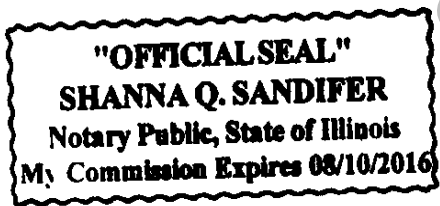
July 23, 2016

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Shanna Q. Sandifer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victor Michel, the Treasurer of The Wolcott Group Inc., , an Illinois corporation, as manager of TWG Dorchester LLC, an Illinois limited liability company, who 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17<sup>th</sup> day of September 2012.



Notary Public

Shanna Q. Sandifer  
(Type Or Print Name)

(SEAL)

Commission Expires:

August 10, 2016



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Goodman personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of September 2012.

Commission expires August 10 2016

Shanna Q. Sandifer  
NOTARY PUBLIC



Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

August 10, 2016

# UNOFFICIAL COPY

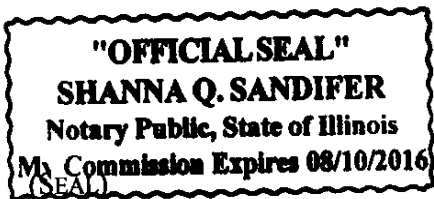
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor Michel 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of September 2012.

Commission expires August 10 2016

Shanna Q. Sandifer  
NOTARY PUBLIC



Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

# UNOFFICIAL COPY

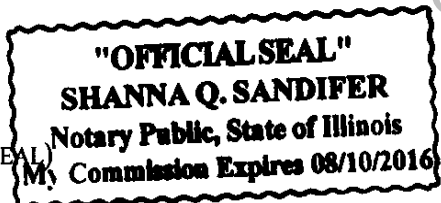
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Brint 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of September 2012.

Commission expires August 10, 2016

Shanna Q. Sandifer  
NOTARY PUBLIC



Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

August 10, 2016

# UNOFFICIAL COPY

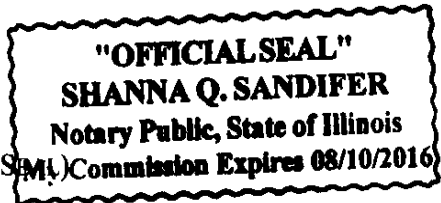
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ari Giolson 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of September 2012.

Commission expires August 10, 2016.

Shanna Q. Sandifer  
NOTARY PUBLIC



Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

August 10, 2016

# UNOFFICIAL COPY

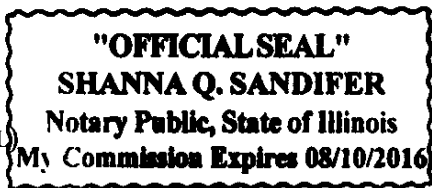
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ante Loncar 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of September 2012.

Commission expires August 10, 2016

Shanna Q. Sandifer  
NOTARY PUBLIC



(SEAL)

Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

August 10, 2016

# UNOFFICIAL COPY

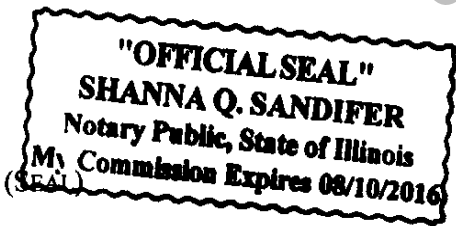
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Sciorfino 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of September 2012.

Commission expires August 10, 2016

Shanna Q. Sandifer  
NOTARY PUBLIC



Shanna Q. Sandifer  
(Type Or Print Name)

Commission Expires:

August 10, 2016



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF LOTS 40,41 AND 42 IN BLOCK 3 IN BASS SUBDIVISION OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 256 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 41 WHICH IS 53.75 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 40 AND THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID LOT 40, A DISTANCE OF 76 FEET; THENCE IN A NORTHWESTERLY DIRECTION 65 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID LOT 40, WHICH IS 25.63 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 40, 41 AND 42, A DISTANCE OF 79.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 42; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 42, 134.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 41 AND 42, A DISTANCE OF 51.38 FEET TO THE PLACE OF BEGINNING.

**Address(es):** 6800-20 South Dorchester in Chicago, Illinois.

**PIN(s):**  
20-23-412-001.

DeKalb County Clerk's Office