THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Holland & Knight LLP 131 S. Dearborn Street 30th Floor Chicago, Illinois 60603 Francis L. Keldermans, Esq.



Doc#: 1234644109 Fee: \$60.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 12/11/2012 04:15 PM Pg: 1 of 12

This space r

SECOND MODIFICATION OF LOAN DOCUMENTS AND FIRST MODIFICATION OF SENIOR LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS AND FIRST MODIFICATION OF SENIOR LOAN DOCUMENTS (this "Agreement") is made November _____, 2012, and is effective as of the 1st day of October, 2012 ("Effective Date"), by and among NORTH SHORE HPB, LLC, an Illinois limited liability company ("Borrower"), CHRISTOPHER A. MANOUSSELIS, KENNETH M. LEBOVIC, and NORTH SHORE HOLDINGS LTD., an Illinois corporation (each a "Guarantor" and collectively, the "Guarantors") and FIRSTMERIT BANK, N.A., a national banking association, as successor in interest to the FEDERAL DEPOSIT INSURANC'S CORPORATION, as receiver for MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Lender").

<u>RECITALS</u>:

- A. Lender has heretofore extended the following financial accommodations to Borrower: (i) on or about October 1, 2007, Lender made a loan to Borrower in the original principal amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) ('Senior Loan"), pursuant to the terms and conditions of that certain Loan Agreement dated as of October 1, 2007, by and between Borrower and Lender (the "Initial Senior Loan Agreement"); and (ii) on or about December 18, 2008, Lender made a revolving loan to Borrower in the maximum principal amount of Three Hundred Eighty-Four Thousand and 00/100 Dollars (\$384,000.00) ("Junior Loan"; and together with the Senior Loan, the "Loans"), pursuant to the terms and conditions of that certain Business Loan Agreement dated as of December 18, 2008, by and between Borrower and Lender (the "Initial Junior Loan Agreement").
- B. The Senior Loan is evidenced by that certain Promissory Note dated October 1, 2007, made payable by Borrower to the order of Lender in the original principal amount of the Senior Loan ("Initial Senior Note"), and the Junior Loan is evidenced by that certain Promissory

Note dated December 18, 2008, made payable by Borrower to the order of Lender in principal amount of the Junior Loan ("Initial Junior Note").

- C. The Senior Loan is secured by, among other things, the following documents all dated as of October 1, 2007 (unless otherwise indicated): (i) that certain Mortgage, made by Borrower in favor of Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on October 26, 2007 as Document No. 0729935226 ("Senior Mortgage"), which Senior Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"); (ii) that certain Assignment of Rents made by Borrower in favor of Lender; (iii) that certain Hazardous Substances Certificate and Indemnity Agreement by and between and Borrower and Lender; (iv) four separate Commercial Guarantees, one made by each Guarantor in favor of Lender (collectively, the "Senior Loan Guarantees"); and (v) certain other loan documents (hereinafter, items (i) through (v) in this Recital C, together with any other documents evidencing, securing and guarantying the Senior Loan, in their original form and as amended from time to time, are referred to collectively as the "Senior Loan Documents")
- D. The Junior Loar is secured by, among other things, the following documents all dated as of December 18, 2008 (unless otherwise indicated): (i) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender recorded with the Recorder's Office on December 31, 2008 as Document No. 0836633100 ("Junior Mortgage"; and together with the Senior Mortgage, the "Mortgages"), which Junior Mortgage encumbers the Property; (ii) that certain Environmental Indemnity Agreement from Borrower and Guarantors to Leader (the "Indemnity Agreement"); (iii) that certain Security Agreement dated December 18, 2005 by and between Borrower and Lender ("Security Agreement"); (iv) that certain Guaranty made by Guarantors in favor of Lender ("Junior Loan Guaranty"; and together with the Senior Loan Guarantees, the "Guaranty"); and, (v) certain other loan documents (hereinafter, items (i) through (v) in this Recital D, together with any other documents evidencing, securing and guarantying the unior Loan, in their original form and as amended from time to time, are referred to collectively as the "Junior Loan Documents").
- E. On or about December 18, 2009, Borrower, Guarantors and Leptler entered into that certain First Modification of Loan Documents in order to, among other things, extend the maturity date of the Junior Loan to October 1, 2012 and convert the revolving Junior Loan into a term loan ("First Modification"). In connection with the First Modification, Borrower executed and delivered to Lender that certain First Amended and Restated Promissory Note dated as of December 18, 2009, made payable by Borrower to the order of Lender in the principal amount of Three Hundred Eighty-Three Thousand Eight Hundred Ninety and 00/100 Dollars (\$383,890.00) ("First Amended Junior Note").
- F. Pursuant to the provisions of Section 58 of the Illinois Banking Act and Section 11(c) of the Federal Deposit Insurance Act (12 U.S.C. 1821[c]), the Director of the Illinois Department of Financial and Professional Regulation requested that the Federal Deposit Insurance Corporation ("FDIC") immediately accept appointment as the receiver of Midwest Bank and Trust Company, an Illinois banking corporation ("Midwest"). On May 14, 2010

("Closing Date"), Midwest was closed by the Illinois Department of Financial and Professional Regulation, Division of Banking, and the FDIC was appointed as Receiver of Midwest. Pursuant to the notification from the Comptroller of the Currency ("OCC"), Administrator of National Banks, dated May 14, 2010, Lender received approval of the OCC to purchase certain assets of Midwest, including, but not limited to, the Loans and the Loan Documents.

- G. Borrower desires to amend the Loan Documents in order to, among other things, extend the Maturity Date of the Loans from October 1, 2012 to February 5, 2013 ("Extension"). In connection with the Extension, Borrower has agreed to execute and deliver to Lender (i) a Second Amended and Restated Promissory Note dated as of the Effective Date in the principal amount of Three Hundred Sixty-Three Thousand One Hundred and 00/100 Dollars (\$363,100.00) ("Second Amended Junior Note") and (ii) a First Amended and Restated Promissory Note dated as of the Effective Date in the principal amount of Eight Hundred Twenty-Three Thousand Two Hundred Twenty-Nine and 97/100 Dollars (\$823,229.97) ("First Amended Senior Note"; and together with the Second Amended Junior Note, the "Notes").
- H. Hereinafter, the Initial Senior Loan Agreement and this agreement are referred to collectively as the "Senior Loan Agreement", the Initial Junior Loan Agreement, the First Modification and this Agreement are referred to collectively as the "Junior Loan Agreement", and, the Senior Loan Agreement and the Junior Loan Agreement are referred to collectively as the "Loan Agreements". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Senior Loan Agreement and/or the Junior Loan Agreement, as applicable and as the context requires.

AGREEMEN 53

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 coven arts and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Maturity Date</u>. The Maturity Date of the Loans is extended to February 5, 2013. Any reference in any of the Notes, any of the Loan Agreements or any other Loan Document to the Maturity Date shall mean and refer to February 5, 2013.
- 2. <u>Principal and Interest</u>. Principal and interest shall be due and payable as set forth in each of the Notes, respectively. The foregoing notwithstanding, (i) interest shall accrue on the outstanding principal balance of the Senior Loan at a fixed rate equal to Seven percent (7.00%) per annum, as further described in the Senior Note and (ii) interest shall accrue on the outstanding principal balance of the Junior Loan at a fixed rate equal to Five and Seven-Eighths percent (5.875%) per annum, as further described in the Junior Note.
- 3. <u>Cross-Collateralization/Cross Default</u>. Borrower and Lender hereby agree that (i) the Loans (and all security therefor, including, but not limited to, the Property) are cross-collateralized and (ii) an Event of Default under any one or more of the Loan Documents shall be and constitute an Event of Default under each of the Loan Documents, in which case, Lender

may, in its sole and absolute discretion, elect to accelerate the Loans, or any one or more of them, and all other indebtedness owing by Borrower to Lender, and elect to enforce such remedies as are available to Lender under the terms of the Loan Documents, this Agreement, at law or in equity or otherwise. Any delay or failure by Lender to exercise its rights under this Section 3 shall not be considered a waiver of such right, any default or any other remedy available to Lender.

- 4. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Loan Agreements, the Mortgages and the other Loan Documents are true and correct as of the date hereof.
 - (b) There is currently no Event of Default (as defined in each of the Mortgages) under any of the Notes, any of the Mortgages 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 any of the Notes, any of the Mortgages 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 enforcearly in accordance with their respective terms, subject to limitations imposed by general principles (f equity.
 - (d) There has been no material adverse change in the financial condition of Borrower, Guarantors 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 setoffs with respect to the Loan or the Loan Documents as modified herein.
 - (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this 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.
 - (g) As of the date of this Agreement, the Borrower and each Guarantor is 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 money 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.

- (h) The Borrower and each Guarantor represent and warrant that: (a) neither it, he, nor she, nor any of their owners, 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) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is 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 it is not engaged in this transaction directly or indirectly or indirectly or behalf of, any such person, group, entity or nation.
- (i) The Bo rower and each Guarantor acknowledge that it/he/she understands and has been advised by its own 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.
- (j) Neither the Borrower, any Guarantor, nor any of its respective affiliates is 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 amended. Neither the Borrower nor any of its respective Affiliates is 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. Subtitle B, Chapter V).
- (k) Lender hereby notifies Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Borrower. Borrower agrees to provide to Lender promptly upon Lender's request, such information as Lender shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.
- 5. Reaffirmation of Guaranty. Each undersigned 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 each Guarantor in the Guaranty are, as of the date hereof, true and correct and none of the Guarantors knows of any default thereunder. The Guaranty continues 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. In addition, each 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 any 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 execute this Agreement.

- 6. No Release. Borrower hereby ratifies and affirms its respective obligations and liabilities under the Notes and all of the other Loan Documents. All of the representations and warranties ci Borrower under the Notes and all of the other Loan Documents, as of the date hereof, are true and correct, and are hereby deemed remade as of the date hereof. Other than as previously disclosed to Lender as of the date hereof, Borrower is not aware of any default under any of the Notes of any of the other Loan Documents. The Notes and all of the other Loan Documents continue to be the valid and binding obligations of Borrower, enforceable in accordance with their terms and Borrower has no claim or defense to the enforcement of the rights and remedies of Lender thereunder.
- Right of Setoff. In a dition to any rights and remedies of the Lender provided by law, upon the occurrence and during the continuance of any Event of Default under this Agreement or any Loan Document, the Lender is authorized, at any time, to set off and apply any and all Deposits (as hereinafter defined) of Borrower held by the Lender against any and all liabilities owing to the Lender. The set-off may be made irrespective of whether or not the Lender shall have made demand under this Agreement or any Loan Document or any guaranty. The set-off may be made without prior notice to Borrower or any other party, any such notice being waived by Borrower to the fullest extent permitted by law. The Lender agrees promptly to notify Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. For the purposes of this paragraph, "Deposits" means any deposits (general or special, time or demand, provisional or final, individual or joint) and any instruments owned by Borrower which come into the possession or custody or under the control of the Lender.
- 8. Confession of Judgment. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of any of the Notes and all liabilities due to Lender as defined above, as evidenced by an affidavit signed by any officer of Lender setting forth the amount then due, attorney fees, plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of any of the Notes and/or this Agreement, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on the Loan have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower may have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

- 9. <u>Title Policy</u>. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Greater Illinois Title Company to issue an endorsement to Lender's title insurance policy No. 1401-008457432-D2 (the "<u>Title Policy</u>"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the respective priority of the liens of the Mortgages, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.
- 10. **Real Estate Tax Escrow**. Pursuant to the Senior Loan Agreement, Borrower shall continue to pay and deliver to Lender monthly real estate tax escrow payments, with respect to the First Amended Senior Note, in the amount of Three Thousand Four Hundred Ninety-Nine and 12/100 Dellars (\$3,499.12).
- 11. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all one-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.
- 12. Release of Claims Against Lender. Borrower and each Guarantor hereby relinquish and waive all claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore 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 loans herein described prior to the date hereof. Borrower and each 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.

13. 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, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and Lender each acknowledge and waive 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 any Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower, Guarantors and Lender each acknowledge 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, Guarantors 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 Agreemen' shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to each respective Note, each respective Mortgage and the other i can 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, femining 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 counterparts, 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]

1234644109 Page: 9 of 12

UNOFFICIAL COPY

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

LENDER:

FirstMerit Bank, N.A., a national banking association, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for Midwest Bank and Trust Company, an Illinois banking corporation

By:

Dan Stokes, Senior Vice President

BORROWER:

North Shore HPB, LLC, an Illinois limited liability company

By: NSH Real Estate Holdings LLC, an Illinois limited liability company, its Managing Member

By:

Kenneth M. Lebevic, Manager

GUARANTORS:

Christopher A. Manousselis, individually

Kenneth M. Lebovic, individually

North Shore Holdings, Ltd.,

an Illinois corporation

By:

Kenneth M. Loso ic, President

1234644109 Page: 10 of 12

UNOFFICIAL COPY

STATE OF ILLINOIS)	
COUNTY OF COOK) .ss)	
aforesaid, DO HEREBY CE. N.A., is personally known foregoing instrument, appear and delivered said instrument set forth.	RTIFY that <u>Dan Stokes</u> , Senior Vice President of F to me to be the same person whose name is sured before me this day in person and acknowledged t as his own free and voluntary act for the uses and p	FirstMerit Bank, bscribed to the I that he signed burposes therein
GIVEN wider my han	ad and Notarial Seal this 20 th day of <i>November</i> , ———————————————————————————————————	
My Commission Expires:	2/15/2013	
STATE OF ILLINOIS COUNTY OF <u>Cook</u>) .ss)	
I <u>Janet Gallich</u> aforesaid, DO HEREBY CE the same person whose name	, a Notary Public in and for said Cour RTIFY that Kenneth M. Lebovic is personally known is subscribed to the foregoing insurancent, appeared ged that he signed and delivered said instrument as h	wn to me to be l before me this
GIVEN under my han	nd and Notarial Seal this 19 TH day of NovemBER	2012.
	Janet Sallis Notary Public	ho
My Commission Expires:_ <i>O</i> ,	2/05/13 "OFFICIAL SEA" JANET GALLICH Notary Public, State of My Commission Expires	AL" \$

1234644109 Page: 11 of 12

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF <u>Cook</u>) .ss
I JANET GALLICHIO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher A. Manousselis 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 19 TH day of November, 2012. April Mallichio
Notary Public
My Commission Expires: 02/05/2013 "OFFICIAL SEAL" JANET GALLICHIO Notary Public, State of Illinois My Commission Expires 02/05/13
My Commission Expires: 02/05/20/3 "OFFICIAL SEAL" JANET GALLICHIO Notary Public, State of Illinois My Commission Expires 02/05/13

1234644109 Page: 12 of 12

UNOFFICIAL COPY

EXHIBIT A

THE PROPERTY

PARCEL 1:

THE EAST 56 FEET OF LOT 41 IN MONT CLARE GARDENS SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 41 (EXCEPT THE EAST 56 FEET THEREOF) IN MONT CLARE GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 65 FEET OF LOT 80 IN MONT CLARE GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-30-107-031-0000 (parcel 3)

13-30-107-033-0000 (parcel 1) 13-30-107-034-0000 (parcel 2)

Commonly known as: 6837-6845 West Belmont Avenue, Chicago, Illinois (parcels 1 and 2) 6855-59 West Belmont Avenue, Chicago, Illinois (parcel 3)

SOM CO