

# UNOFFICIAL COPY



Doc#: 1301641007 Fee: \$76.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/16/2013 09:41 AM Pg: 1 of 20

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Property of Cook County Clerk's Office

proposed

After recording, return to: Self-Help Ventures Fund, 301 W. Main Street, Durham, NC, 27701,  
Attn: Commercial Lending

## SUBORDINATION AND INTERCREDITOR AGREEMENT

This SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is entered into as of December 21, 2012, by and between the City of Evanston, a municipal corporation located in Cook County, Illinois (the "Subordinated Creditor"), BrinNSP, LLC, an Illinois limited liability company (the "Borrower"), and Self-Help Ventures Fund, a North Carolina nonprofit corporation, as Lender ("Lender") as evidenced by, among other things, that certain Loan Agreement, dated as of the date hereof (the "Senior Loan Agreement" and, together with all documents executed and delivered in connection therewith, collectively, the "Senior Loan Documents") by and between the Borrower and Lender.

### RECITALS

WHEREAS, the Borrower is obligated to the Subordinated Creditor pursuant to those certain Promissory Notes described on Exhibit A attached hereto and incorporated herein by reference, which are secured by those certain mortgages (the "Subordinated Mortgages") described on Exhibit A attached hereto and incorporated herein by reference in favor of Subordinated Creditor (the "Subordinated Debt");

WHEREAS, the Borrower has requested and the Lender has agreed to make a loan to Borrower in the amount of \$480,000.00 (such loan together with all of the obligations of the Borrower to Lender, the "Senior Loan") which will be secured by a mortgage in favor of Lender; and

WHEREAS, as a condition to entering into the Senior Loan Documents, Lender has required that the Subordinated Creditor and the Borrower agree to the terms and conditions herein provided.

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NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby conclusively acknowledged, the Subordinated Creditor, the Borrower and Lender agree as follows:

## AGREEMENT

Section 1. Definitions. In addition to terms defined elsewhere herein, and terms defined in the Senior Loan Agreement, the following terms shall have the meanings set forth below:

(a) "Bankruptcy Code" means the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

(b) "Subordinated Debt Payment" means any payment or other transfer (in cash, property, securities or otherwise) made, directly or indirectly, on account of the Subordinated Debt or as a redemption, retirement, purchase, defeasance, prepayment or acquisition of any interest in the Subordinated Debt.

(c) "Payment in Full" shall mean indefeasible payment in full of the principal of, interest on and fees, costs and expenses and all other amounts payable in connection with an obligation, in cash, and full performance and satisfaction of all related obligations, conditions and terms. "Paid in Full" shall have a corollary meaning.

## Section 2. Subordination.

Section 2.1 Extent of Subordination. The Subordinated Creditor, for itself and its respective successors and assigns, covenants and agrees that any of the Subordinated Debt payable by the Borrower to the Subordinated Creditor, and any lien or security interest securing the Subordinated Debt, is and shall be subordinate and junior in all respects to the Payment in Full of the Senior Loan. The subordination provisions hereof are for the benefit of, and shall be enforceable directly by, Lender. Notwithstanding anything herein to the contrary, however, Subordinated Creditor does not agree to subordinate its interests in any federal affordable housing restrictions recorded in conjunction with each Subordinated Mortgage (the "Affordable Housing Restrictions"), and Lender's interests in the subject properties will remain subject to the Affordable Housing Restrictions. The Subordinated Creditor shall be entitled to exercise and enforce all other rights and remedies available to the Subordinated Creditor under the Affordable Housing Restrictions and/or under applicable laws and federal housing regulations, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Subordinated Debt documents for future leasing of the properties subject to the Senior Loan and the Subordinated Debt by Lender and/or Borrower.

Section 2.2 Restrictions on Payment. So long as any portion of the Senior Loan shall remain outstanding, no Subordinated Debt Payment shall be made or agreed to be made unless (i) such payment or other transfer is permitted by the terms of the Senior Loan Documents and

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(ii) no Default or Event of Default (as defined in the Senior Loan Agreement) exists and is continuing under any Senior Loan Document either before or after giving effect thereto.

**Section 2.3 Bankruptcy, etc.** In the event of any payment or distribution of assets of the Borrower in connection with (1) any event of default under Section 8.1(h) – 8.1(i) of the Senior Loan Agreement (a “Bankruptcy Event”), or (2) the outstanding principal amount of the Senior Loan becoming due and payable, whether at maturity, by acceleration, mandatory prepayment or otherwise (other than the required amortization set forth in the Senior Loan Agreement), then in any such event:

(a) Lender, shall first be entitled to receive Payment in Full of the Senior Loan before any holder of the Subordinated Debt is entitled to receive any Subordinated Debt Payment,

(b) any payment or distribution (whether of cash, property or securities or by set-off or otherwise, including without limitation any adequate protection payment) to which the Subordinated Creditor would be entitled but for the provisions of Section 2.3(a) hereof, shall be paid by the Person making such payment or distribution (whether a trustee in bankruptcy, receiver, custodian or liquidating trustee or other Person) directly to Lender, for application to payment of the Senior Loan, to the extent necessary to make Payment in Full of the Senior Loan, after giving effect to any concurrent payment or distribution directly to Lender.

**Section 2.4 No Action by the Subordinated Creditor.** So long as any portion of the Senior Loan shall remain outstanding, the Subordinated Creditor shall not, without the prior written consent of Lender: (a) take any action against the Borrower in connection with any foreclosure on collateral, if any, or any equivalent, similar, or related action seeking to enforce any remedies against any collateral, (b) commence or join in the commencement of a proceeding against the Borrower under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (c) demand, accept or obtain any Lien on any asset of the Borrower.

**Section 2.5 Default and Acceleration of Subordinated Debt.** The Borrower agrees, for the benefit of Lender, that if the Subordinated Debt is declared due and payable, or any call or demand is made upon the Borrower by the Subordinated Creditor to pay or otherwise satisfy the Subordinated Debt, then (a) the Borrower shall give immediate written notice of such event to Lender and (b) the Senior Loan shall forthwith become immediately due and payable without notice or demand by Lender, whether or not the Borrower has delivered such notice to Lender.

**Section 3. No Reliance.** Lender makes no representation or warranty in connection with this Agreement, and neither Lender, nor any of its officers, directors, employees, attorneys or agents, shall be liable for any action taken or omitted to be taken by them hereunder or in connection herewith, except for their own gross negligence or willful misconduct. Lender shall not be responsible in any manner to any Person for any recitals, statements, representations or warranties herein or for the effectiveness, enforceability, genuineness, validity or the due execution of this Agreement or any other agreement made in connection herewith (other than any such agreement on the part of Lender) or be under an obligation to the Borrower or to the

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Subordinated Creditor to ascertain or to inquire about the performance or observance of any of the terms, covenants or conditions hereof on the part of the parties hereto. Lender shall not be deemed to have knowledge of the occurrence of a default or an event of default under any document evidencing the Subordinated Debt unless Lender has actually received written notice from the Subordinated Creditor specifying such default or event of default.

Section 4. Payments Received in Contravention of This Agreement. Should any payment or distribution of any kind or character, by setoff or otherwise, whether in cash, property or securities, or any collateral security, or the proceeds of any thereof, be collected or received by the Subordinated Creditor, and such collection or receipt is prohibited hereunder, the Subordinated Creditor shall promptly turn over the same to any Person designated by Lender in each case in the form received (except for the endorsement or the assignment of such by the Subordinated Creditor as necessary) for the application to or as collateral for the payment or prepayment of the Senior Loan and, until so turned over, the same shall be held in trust by the Subordinated Creditor as the property of Lender. If the Subordinated Creditor fails to endorse or sign over any payment distribution or security as aforesaid, Lender is hereby irrevocably authorized to endorse or assign the same to Lender. Any failure by the Subordinated Creditor to pay over or distribute to Lender such any such amount within ten (10) days of the Subordinated Creditor's receipt thereof shall be an event of default under this Agreement and Lender shall be entitled, without further notice to or demand upon the Borrower, to accelerate the Senior Loan and exercise such rights and remedies as may be available to Lender upon acceleration under the Senior Loan Agreement.

Section 5. Modifications to Senior Loan. Any holder of the Senior Loan may at any time and from time to time, in accordance with the Senior Loan Agreement, without the consent of or notice to the Subordinated Creditor, without incurring liability to the Subordinated Creditor, and without impairing or releasing the obligations of the Subordinated Creditor under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Senior Loan, or amend in any other manner any Senior Loan Document; (b) exercise or refrain from exercising any rights against the Borrower or any other Person (including any holder of the Subordinated Debt); (c) apply any sums by whomsoever paid or howsoever realized to the Senior Loan and/or any amounts due under any Senior Loan Document, in such manner as such holder may determine or as may be required by the terms of the Senior Loan Documents and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the Senior Loan.

Section 6. No Disposition of the Subordinated Debt. The Subordinated Creditor will not sell, assign, pledge, encumber or otherwise dispose of the Subordinated Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to this Agreement.

Section 7. Remedies/Enforcement. Upon any breach of this Agreement by the Borrower or the Subordinated Creditor, Lender may, by written notice to the Borrower, declare the Senior Loan immediately due and payable, and may sue and receive from the Subordinated Creditor any payment received in violation of this Agreement. The rights and remedies of Lender hereunder are cumulative and in addition to any other rights and remedies of Lender

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under any Senior Loan Document or any other agreement that may now or hereafter exist in law or at equity. No postponement or delay by Lender in the enforcement of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Without limiting the foregoing, Lender is hereby authorized to demand specific performance of the provisions of this Agreement at any time when the Borrower or the Subordinated Creditor shall have failed to comply with any of the provisions of this Agreement applicable to it. To the fullest extent permitted by applicable law, the Subordinated Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

Section 8. Duration of Agreement; Waiver and Amendments. This Agreement is of a continuing nature, and it shall continue in force so long as any portion of the Senior Loan has not been indefeasibly Paid in Full. Except as otherwise provided herein, this Agreement may be changed, modified or waived only by a writing signed by the parties hereto.

Section 9. Waivers. Except as expressly provided herein, the Borrower and the Subordinated Creditor each hereby waives, to the extent permitted by applicable law or to the extent otherwise provided in any of the Senior Loan Agreement: (a) promptness, diligence, notice of acceptance or any other notice with respect to the Senior Loan and this Agreement, any requirement that Lender secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right to take action against the Borrower or any other Person or any collateral, any presentment for payment, notice of non-payment or nonperformance, demand, protest, notice of protest and notice of dishonor or default with respect to the Senior Loan, (b) defenses to pay or perform based upon the Senior Loan not being a valid and binding obligation of the Borrower, enforceable in accordance with its terms (notwithstanding bankruptcy laws, insolvency laws and other laws affecting generally the protection of debtors or rights of creditors); (c) any disability of the Borrower or defense available to the Borrower (other than Payment in Full) with respect to the Senior Loan, including, without limitation, absence or cessation of liability for any reason whatsoever; and (d) until the Senior Loan is Paid in Full, any right to subrogation or realization on the Borrower's property, including participation in any marshaling of the Borrower's assets.

Section 10. Inspection of Books and Records. Upon reasonable notice, the Borrower shall permit Lender at any reasonable time and from time to time to examine and make copies and abstracts from its books, records, instruments and documents evidencing or pertaining to the Subordinated Debt.

Section 11. Expenses. The Borrower shall reimburse Lender for all reasonable costs and expenses, including reasonable attorney fees and costs, incurred in connection with the preparation, amendment, modification, administration or enforcement of this Agreement.

Section 12. Successors and Assigns. This Agreement shall be binding upon each party and their respective successors and assigns, and shall inure to the benefit of Lender its successors and assigns. This Agreement and the obligations hereunder are not assignable by the Borrower or the Subordinated Creditor without the prior written consent of Lender. Upon notice

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to the Borrower and the Subordinated Creditor, Lender may assign its rights under this Agreement in connection with an assignment of its rights and interests in the Senior Loan in accordance with the Senior Loan Documents.

Section 13. GOVERNING LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.

Section 14. Further Assurances. The Borrower and the Subordinated Creditor each will, at their own expense, promptly execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary or appropriate, or that Lender may reasonably request, in order to protect any right or interest granted or purported to be granted by this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder.

Section 15. Notices. Except as otherwise expressly provided herein, all communications hereunder shall be deemed effective (a) when delivered by hand, (b) when transmitted via fax, (c) the Business Day following the day on which the same has been delivered prepaid or under invoice arrangement to a reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or fax numbers set forth below, or at such other address as such party may specify by written notice to the other parties hereto.

Notices shall be addressed as follows:

If to the Subordinated Creditor: City of Evanston  
Department of Community and Economic Development  
2100 Ridge Ave  
Evanston, IL 60201

*with a copy to:* City of Evanston  
Corporation Counsel  
2100 Ridge Ave  
Evanston, IL 60201

If to Lender: Self-Help Ventures Fund  
301 West Main Street  
Durham, NC 27701  
Attention: Commercial Loan Operations

*with a copy to:* Self-Help Ventures Fund  
301 West Main Street  
Durham, NC 27701  
Attention: General Counsel

If to the Borrower: BrinNSP, LLC  
c/o Brinshore Development, LLC

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666 Dundee Road, Suite 1102  
Northbrook, IL 60062

Section 16. Counterparts/Telecopy. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be as effective as an original and shall constitute a representation that an original will be delivered promptly upon request.

[remainder of page intentionally left blank]

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

Subordinated Creditor:

City of Evanston

By: Wally Brzkiewicz  
Name: Wally Brzkiewicz  
Title: City Manager

Approved as to form:  
W. Grant Farrar  
Corporation Counsel  
By: Michelle Mason

Borrower:

BrinNSP, LLC

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

Lender:

Self-Help Ventures Fund

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

[notarization on following page]



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

Subordinated Creditor:

City of Evanston

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

Borrower:

BrinNSP, LLC

By: DAVID BRINT  
Name: DAVID BRINT  
Title: MEMBER

Lender:

Self-Help Ventures Fund

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

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

**Subordinated Creditor:**

City of Evanston

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

**Borrower:**

BrinNSP, LLC

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

**Lender:**

Self-Help Ventures Fund

By: Karen O'Mandry  
Name: Karen O'Mandry  
Title: Vice President

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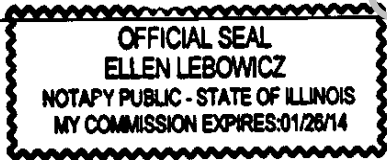
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 18 2012.

Ellen Lebowicz  
Notary Public

My Commission Expires:



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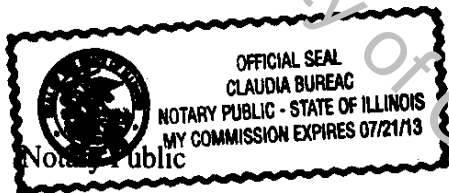
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that DANIEL BRIN, (member) of BrinNSP, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of BrinNSP, LLC, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on 20<sup>th</sup>, 2012.

December



My Commission Expires: 7/21/13

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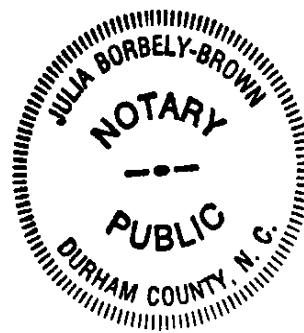
STATE OF NORTH CAROLINA )  
 ) SS.  
COUNTY OF DURHAM )

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Karen O'Mansky, Vice President of Self-Help Ventures Fund, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of Self-Help Ventures Fund, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on 19 December, 2012.

*Julia Borbely-Brown*  
Notary Public

My Commission Expires: May 5, 2017



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## Exhibit A

1. MORTGAGE DATED AUGUST 11, 2010 AND RECORDED AUGUST 24, 2010 AS DOCUMENT NO.1023612010 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$164,977.36.  
(AFFECTS PARCEL 1) (PIN: 11-30-209-006-0000) (131 Custer Avenue, Evanston)
2. MORTGAGE NOTE DATED AUGUST 11, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$164,977.36.  
(AFFECTS PARCEL 1) (PIN: 11-30-209-006-0000) (131 Custer Avenue, Evanston)
3. MORTGAGE DATED JULY 21, 2010 AND RECORDED AUGUST 10, 2010 AS DOCUMENT NO. 1022212046 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$72,353.93.  
(AFFECTS PARCEL 2) (PIN: 10-13-118-045-0000) (1836 Brown Avenue, Evanston)
4. MORTGAGE NOTE DATED JULY 21, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$72,353.93.  
(AFFECTS PARCEL 2) (PIN: 10-13-118-045-0000) (1836 Brown Avenue, Evanston)
5. MORTGAGE DATED AUGUST 11, 2010 AND RECORDED AUGUST 24, 2010 AS DOCUMENT NO.1023626001 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$177,491.57. (AFFECTS PARCEL 3) (1915-1919 Grey Avenue, Evanston)  
  
(PIN: for Lot 19 in Parcel 3: 10-13-109-014-0000)  
(PIN: for Lot 18 in Parcel 3: 10-13-109-015-0000)  
(PIN: for Lot 17 in Parcel 3: 10-13-109-016-0000)
6. MORTGAGE NOTE DATED AUGUST 11, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$177,491.57.  
(AFFECTS PARCEL 3) (1915-1919 Grey Avenue, Evanston)  
  
(PIN: for Lot 19 in Parcel 3: 10-13-109-014-0000)  
(PIN: for Lot 18 in Parcel 3: 10-13-109-015-0000)  
(PIN: for Lot 17 in Parcel 3: 10-13-109-016-0000)
7. MORTGAGE DATED NOVEMBER 4, 2010 AND RECORDED NOVEMBER 30, 2010 AS DOCUMENT NO.1033412003 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$319,940.67.  
(AFFECTS PARCEL 4) (PIN: 11-30-106-021-0000) (1111 Hull Terrace, Evanston)
8. MORTGAGE NOTE DATED NOVEMBER 4, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$319,940.67.  
(AFFECTS PARCEL 4) (PIN: 11-30-106-021-0000) (1111 Hull Terrace, Evanston)
9. MORTGAGE DATED AUGUST 26, 2010 AND RECORDED SEPTEMBER 10, 2010 AS DOCUMENT NO.1025326153 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$89,712.09.  
(AFFECTS PARCEL 5) (PIN: 10-13-107-024-0000) (2223 Emerson Street, Evanston)

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10. MORTGAGE NOTE DATED AUGUST 26, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$89,712.09.  
(AFFECTS PARCEL 5) (PIN: 10-13-107-024-0000) (2223 Emerson Street, Evanston)
11. MORTGAGE DATED AUGUST 30, 2011 AND RECORDED OCTOBER 3, 2011 AS DOCUMENT NO. 1127650002 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$135,010.00.  
(AFFECTS PARCEL 5) (PIN: 10-13-107-024-0000) (2223 Emerson Street, Evanston)
12. MORTGAGE NOTE DATED AUGUST 30, 2011 MADE BY BRINNSP LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$135,010.00.  
(AFFECTS PARCEL 5) (PIN: 10-13-107-024-0000) (2223 Emerson Street, Evanston)
13. MORTGAGE DATED AUGUST 26, 2010 AND RECORDED MARCH 9, 2011 AS DOCUMENT NO. 1106841005 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$61,388.28.  
(AFFECTS PARCEL 6) (PIN: 10-13-116-083-0000) (1828 Grey Avenue, Evanston)
14. MORTGAGE NOTE DATED AUGUST 26, 2010 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$61,388.28.  
(AFFECTS PARCEL 6) (PIN: 10-13-116-083-0000) (1828 Grey Avenue, Evanston)
15. MORTGAGE DATED DECEMBER 15, 2011 AND RECORDED JANUARY 25, 2011 AS DOCUMENT NO. 1102504285 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$111,674.40.  
(AFFECTS PARCEL 7) (PIN: 10-13-207-021-0000) (1825 Emerson Street, Evanston)
16. MORTGAGE NOTE DATED DECEMBER 15, 2011 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$111,674.40.  
(AFFECTS PARCEL 7) (PIN: 10-13-207-021-0000) (1825 Emerson Street, Evanston)
17. MORTGAGE DATED SEPTEMBER 22, 2011 AND RECORDED NOVEMBER 10, 2011 AS DOCUMENT NO. 1131433002 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$873,000.00.  
(AFFECTS PARCEL 8) (PIN: 11-30-209-037-0000) (140 Callan Avenue, Evanston)
18. MORTGAGE NOTE DATED SEPTEMBER 22, 2011 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$873,000.00.  
(AFFECTS PARCEL 8) (PIN: 11-30-209-037-0000) (140 Callan Avenue, Evanston)
19. MORTGAGE DATED JANUARY 14, 2011 AND RECORDED FEBRUARY 16, 2011 AS DOCUMENT NO. 1104726186 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$130,263.20.  
(AFFECTS PARCEL 9) (PIN: 10-13-116-058-0000) (1740 Grey Avenue, Evanston)
20. MORTGAGE NOTE DATED JANUARY 14, 2011 MADE BY BRINNSP LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$130,263.20.

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- (AFFECTS PARCEL 9) (PIN: 10-13-116-058-0000) (1740 Grey Avenue, Evanston)
21. MORTGAGE DATED MARCH 24, 2011 AND RECORDED MARCH 30, 2011 AS DOCUMENT NO. 1108933033, MADE BY BRINNSP, LLC, TO CITY OF EVANSTON, TO SECURE A NOTE FOR \$88,683.33.  
(AFFECTS PARCEL 11) (PIN 10-13-107-003-0000) (2210 Foster Street, Evanston)
  22. MORTGAGE NOTE DATED MARCH 24, 2011 MADE BY BRINNSP, LLC, TO CITY OF EVANSTON, TO SECURE A NOTE FOR \$88,683.33.  
(AFFECTS PARCEL 11) (PIN 10-13-107-003-0000) (2210 Foster Street, Evanston)
  23. MORTGAGE DATED MARCH 24, 2011 AND RECORDED MARCH 30, 2011 AS DOCUMENT NO. 1108941042 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$92,174.19.  
(AFFECTS PARCEL 12) (PIN: 10-13-107-011-0000) (2308 Foster Street, Evanston)
  24. MORTGAGE NOTE DATED MARCH 24, 2011 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$92,174.19.  
(AFFECTS PARCEL 12) (PIN: 10-13-107-011-0000) (2308 Foster Street, Evanston)
  25. MORTGAGE DATED MAY 27, 2011 AND RECORDED JUNE 16, 2011 AS DOCUMENT NO. 1116718036 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$184,621.77.  
(AFFECTS PARCEL 13) (PIN: 11-30-202-012-0100) (313 Custer Avenue, Evanston)
  26. MORTGAGE NOTE DATED MAY 27, 2011 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$184,621.77.  
(AFFECTS PARCEL 13) (PIN: 11-30-202-012-0000) (313 Custer Avenue, Evanston)
  27. MORTGAGE DATED SEPTEMBER 23, 2011 AND RECORDED OCTOBER 4, 2011 AS DOCUMENT NO. 1127740044 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$474,000.00.  
(AFFECTS PARCEL 14) (PIN: 11-30-110-024-0000) (408 Custer Ave., Evanston)
  28. MORTGAGE NOTE DATED SEPTEMBER 23, 2011 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$474,000.00.  
(AFFECTS PARCEL 14) (PIN: 11-30-110-024-0000) (408 Custer Ave., Evanston)
  29. MORTGAGE DATED OCTOBER 28, 2010 AND RECORDED FEBRUARY 9, 2010 AS DOCUMENT NO. 1104011223 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$91,911.98.  
(AFFECTS PARCEL 17) (PIN: 10-13-201-003-0000) (2041 Darrow Ave., Evanston)
  30. MORTGAGE NOTE DATED OCTOBER 28, 2010 MADE BY BRINNSP, LLC TO CITY OF EVANSTON COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$91,911.98.  
(AFFECTS PARCEL 17) (PIN: 10-13-201-003-0000) (2041 Darrow Ave., Evanston)



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31. MORTGAGE DATED JUNE 15, 2012 AND RECORDED JUNE 27, 2012 AS DOCUMENT NO. 1217912067 MADE BY BRINNSP, LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$461,000.00.  
(AFFECTS PARCEL 18) (PIN: 10-13-208-008-0000) (1921 Darrow Avenue, Evanston)
32. MORTGAGE NOTE DATED JUNE 15, 2012 MADE BY BRINNSP, LLC TO CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$461,000.00.  
(AFFECTS PARCEL 18) (PIN: 10-13-208-008-0000) (1921 Darrow Avenue, Evanston)
33. MORTGAGE DATED DECEMBER 21, 2012 AND RECORDED 12/28/12 AS DOCUMENT NUMBER 123632033 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 288,430.00.  
(AFFECTS PARCEL 15) (PIN: 10-13-117-086-0000) (2017 Church Street, Evanston)
34. MORTGAGE NOTE DATED DECEMBER 21, 2012 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 288,430.00.  
(AFFECTS PARCEL 15) (PIN: 10-13-117-086-0000) (2017 Church Street, Evanston)
35. MORTGAGE DATED DECEMBER 21, 2012 AND RECORDED 12/28/12 AS DOCUMENT NUMBER 123632035 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 307,815.00.  
(AFFECTS PARCEL 16) (PIN: 10-13-214-050-0000) (1828 Darrow, #A, Evanston)
36. MORTGAGE NOTE DATED DECEMBER 21, 2012 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 307,815.00.  
(AFFECTS PARCEL 16) (PIN: 10-13-214-050-0000) (1828 Darrow, #A, Evanston)
37. MORTGAGE DATED DECEMBER 21, 2012 AND RECORDED 12/28/12 AS DOCUMENT NUMBER 123632034 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 377,555.00.  
(AFFECTS PARCEL 10) (PIN: 10-13-214-037-0000) (1805 Lyons St., Evanston)
38. MORTGAGE NOTE DATED DECEMBER 21, 2012 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 377,555.00.  
(AFFECTS PARCEL 10) (PIN: 10-13-214-037-0000) (1805 Lyons St., Evanston)
39. MORTGAGE DATED DECEMBER 21, 2012 AND RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 477,000.00.  
(AFFECTS PARCEL 19) (PIN: 11-30-114-007-0000) (730 Mulford, Evanston)
40. MORTGAGE NOTE DATED DECEMBER 21, 2012 MADE BY AND BETWEEN BRINNSP LLC AND THE CITY OF EVANSTON TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$ 477,000.00.  
(AFFECTS PARCEL 19) (PIN: 11-30-114-007-0000) (730 Mulford, Evanston)

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 1409 008845406 SK  
**STREET ADDRESS:** 131 CUSTER  
**CITY:** EVANSTON **COUNTY:** COOK  
**TAX NUMBER:** 11-30-209-006-0000

**LEGAL DESCRIPTION:**

**PARCEL 1:** LOT 99 IN BLOCK 1 IN NILES HOWARD TERMINAL ADDITION BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412.5 FEET) OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS

**PARCEL 2:** THE NORTH 1/2 OF LOT 99 AND ALL OF LOT 100, IN BLOCK 2 IN J.S.HOVLAND'S EVANSTON SUBDIVISION ON THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:** LOTS 17, 18 AND 19 IN BLOCK 5 IN WHIPPLE'S ADDITION TO EVANSTON, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:** LOT 72 IN WHYTE AND BELL CONSTRUCTION CO'S RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 1, LOTS 2 TO 31, IN BLOCK 2, LOTS 5 TO 32 IN BLOCK 3, LOT 1 TO 12 IN BLOCK 4, PART OF LOTS 1 AND 12, ALL OF LOTS 2 TO 11 IN BLOCK 5, AND LOT 3 IN BLOCK 6 ALL IN AUSTINS RIDGE SUBDIVISION IN SOUTH EVANSTON, IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 5:** LOT 37 IN MCCORMICK PARK SUBDIVISION OF LOTS 3 AND 4 (EXCEPTING RIGHT OF WAY OF SANITARY DISTRICT CANAL) CIRCUIT COURT PARTITION OF NORTHWEST 1/4 OF NORTHWEST 1/4, SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:** LOT 1 IN WILLIS' RESUBDIVISION OF LOTS 89 TO 96, BOTH INCLUSIVE, IN BLOCK 4 IN J. S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:** LOT 18 IN BLOCK 4 IN MCNEILL'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:** LOT 39 IN HOWARD TERMINAL ADDITION, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(CONTINUED)

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**ORDER NUMBER:** 1409 008845406 SK  
**STREET ADDRESS:** 131 CUSTER  
**CITY:** EVANSTON **COUNTY:** COOK  
**TAX NUMBER:** 11-30-209-006-0000

**LEGAL DESCRIPTION:**

**PARCEL 9:** LOTS 76 AND 77 IN BLOCK 4 IN J.S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 10:** THE WEST 30 FEET OF THE EAST 80 FEET OF LOTS 15 AND 16 IN BLOCK 2 IN MERRIL LADD'S SECOND ADDITION TO EVANSTON, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 11:** LOT 50 IN MCCORMICK PARK SUBDIVISION OF LOTS 3 AND 4 IN CIRCUIT COURT PARTITION OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT RIGHT OF WAY OF SANITARY DISTRICT CANAL RUNNING IN A NORTHEAST DIRECTION THROUGH SOUTH 21 ACRES OF NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13 IN COOK COUNTY, ILLINOIS

**PARCEL 12:** LOT 58 IN MCCORMICK PARK SUBDIVISION OF LOTS 3 AND 4 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF SANITARY DISTRICT CANAL RUNNING NORTHEAST DIRECTION THROUGH THE SOUTH 21 ACRES OF SAID QUARTER OF THE NORTHWEST 1/4) IN COOK COUNTY, ILLINOIS

**PARCEL 13:** LOT 22 IN BLOCK 3 IN CHARLES W. JAMES ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID LAND THE NORTH 77.7 FEET THEREOF) IN COOK COUNTY, ILLINOIS

**PARCEL 14:** LOT 3 IN EAST RIDGE ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE EAST 298 FEET OF THE SOUTH 7.56 CHAINS OF THE NORTH 14.63 CHAINS OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 15:** LOT 60 IN BLOCK 3 IN J. S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 16:** THE NORTH 15.0 FEET OF THE SOUTH 50.15 FEET OF THE EAST 140.0 OF LOT 1 OF MANCHESTER'S CONSOLIDATION NO. 2 IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

THAT PART OF LOT 1 LYING WEST OF THE EAST 140.0 THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 1, 32.89 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE NORTH ON SAID WEST LINE, 18.10 FEET, THENCE

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**TAX NUMBER:** 11-30-209-006-0000

**LEGAL DESCRIPTION:**

WEST 29.81 FEET TO THE PLACE OF BEGINNING

PARCEL 17: LOT 23 (EXCEPT THE NORTH 18 FEET) AND THE NORTH 1 FOOT OF LOT 22 IN BLOCK 2 IN MC NEILL'S ADDITION TO EVANSTON IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 18: LOT 10 IN BLOCK 5 IN MCNEILL'S ADDITION TO EVANSTON A SUBDIVISION OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 19: LOT 16 IN BLOCK 1 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION A SUBDIVISION OF ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4; THENCE NORTH ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19.65 CHAINS; THENCE WEST 19 CHAINS TO INTERSECTION WITH CENTER LINE OF RIDGE ROAD; THENCE SOUTH 5 DEGREES, 0 MINUTES EAST OF CENTER LINE OF RIDGE ROAD TO SOUTH LINE OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ON THE SOUTH LINE OF SOUTH EAST 1/4 OF NORTHWEST 1/4, 14.99 CHAINS TO THE POINT OF BEGINNING (EXCEPT PUBLIC STREET AND HIGHWAYS) RECORDED JANUARY 21, 1916 AS DOCUMENT LR 56151 IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.