

# UNOFFICIAL COPY



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:

Christyl Marsh  
Cohen, Salk & Huvad, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

Doc#: 1320504073 Fee: \$88.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/24/2013 09:30 AM Pg: 1 of 26

## MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 15th day of August, 2012, by and among **The Avenues at Austin, LLC**, an Illinois limited liability company ("Borrower"), **Erris Five, LLC**, an Illinois limited liability company ("Erris"), **Anne M. Coyle, James T. Coyle, Kevin M. Coyle, Maureen Coyle, Patrick J. Coyle, Sheila A. Coyle, Anne Coyle Living Trust dated June 29, 2006, James T. Coyle Irrevocable Trust dated November 1, 2006, Kevin Coyle Irrevocable Trust dated November 1, 2006, Maureen Coyle Irrevocable Trust dated November 1, 2006, Patrick Coyle Irrevocable Trust dated November 1, 2006, and Sheila Coyle Irrevocable Trust dated November 1, 2006** (each a "Guarantor" and collectively the "Guarantors"), **5741 W. Lawrence Avenue, LLC**, an Illinois limited liability company ("Lawrence LLC") (Borrower, Guarantors and Lawrence LLC are hereinafter each sometimes individually referred to as an "Obligor" and are collectively referred to as the "Obligors") and **MB Financial Bank, N.A.**, its successors and assigns ("Lender").

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### WITNESSETH:

**WHEREAS**, Borrower has executed and delivered to Lender that certain promissory note dated August 25, 2011 in the original principal sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) construction mortgage, security agreement, assignment of leases and rents and fixture filing dated as of August 25, 2011, made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 1125504002 (the "Austin Mortgage") on property commonly known as 4732 N. Austin Avenue, Chicago, IL 60630 and legally described on **Exhibit A** attached hereto and made a part hereof (the "Austin Premises");

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S 1  
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- (ii) assignment of leases and rents dated as of August 25, 2011, encumbering the Austin Premises, made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 1125504003 (the "Austin Assignment of Rents");
- (iii) mortgage, security agreement, assignment of leases and rents and fixture filing dated as of August 25, 2011, made by Lawrence LLC in favor of Lender, recorded in Recorder's Office as Document No. 1125504004 (the "Lawrence Mortgage") on property commonly known as 5741 W. Lawrence Avenue, Chicago, Illinois 60631 and legally described on **Exhibit B** attached hereto and made a part hereof (the "Lawrence Premises");
- (iv) assignment of leases and rents dated as of August 25, 2011, encumbering the Lawrence Premises, made by Lawrence LLC in favor of Lender, recorded in the Recorder's Office as Document No. 1125504005 (the "Lawrence Assignment of Rents");
- (v) construction loan agreement dated as of August 25, 2011 between Borrower and Lender (the "Loan Agreement");
- (vi) guaranty of payment and completion dated as of August 25, 2011 made by Guarantors in favor of Lender (the "Guaranty");
- (vii) environmental indemnity agreement dated as of August 25, 2011 made by Borrower and Guarantors in favor of Lender, with regard to the Austin Premises;
- (viii) environmental indemnity agreement dated as of August 25, 2011 made by Borrower, Lawrence LLC and Guarantors in favor of Lender, with regard to the Lawrence Premises; and
- (ix) certificate of representations, warranties and covenants dated as of August 25, 2011 made by Borrower, Lawrence LLC and Guarantors in favor of Lender.

**WHEREAS**, the Note provides for the automatic conversion of the loan from an interest-only construction loan maturing on August 15, 2012, to an amortizing term loan maturing on August 15, 2017, upon the satisfaction of certain conditions set forth in the Loan Agreement

**WHEREAS**, the conditions precedent to conversion of the loan have been satisfied.

**WHEREAS**, Obligors are desirous of converting the loan from a construction loan to a term loan, but at a lower interest rate and shorter term than provided for in conversion terms set forth in the Note, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the liens of the Austin Mortgage and the Lawrence Mortgage (collectively, the "Mortgages") held by Lender are valid, first and subsisting liens on the Austin Premises and the Lawrence Premises (collectively, the "Premises") and that the execution of this Modification Agreement will not impair the liens of said Mortgages and that there are no existing

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second mortgage or other liens subsequent to the liens of the Mortgages held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.

2. As of the date hereof, the outstanding principal balance of the Note is \$2,528,817.13. Concurrent with the execution of this Modification Agreement, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the principal amount of Two Million Five Hundred Twenty-Eight Thousand Eight Hundred Seventeen and 13/100 Dollars (\$2,528,817.13), payable to the order of Lender in monthly installments of principal and interest, with a final balloon payment of all unpaid principal, together with all accrued and unpaid interest thereon and any other amounts due and payable thereunder or under any of the other Loan Documents, on August 15, 2013 (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$2,528,817.13 term loan made by Lender to Borrower and evidenced by the Amended Note. Each reference in the Loan Documents to the "Maturity Date" of the Note shall hereafter mean August 15, 2013 (as such date may be extended from time to time in the Lender's sole discretion).

3. Recitals Paragraph A of the Austin Mortgage is hereby amended and restated in its entirety to read as follows:

"(A) Pursuant to the terms and conditions of a Construction Loan Agreement of even date herewith (as amended, restated or replaced from time to time "Loan Agreement") between Mortgagor and Mortgagee, Mortgagee has agreed to loan to Mortgagor the principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (as decreased to a new principal amount of \$2,528,817.13 and modified, and as further modified from time to time, the "Loan"). The Loan shall be evidenced by a certain Amended and Restated dated as of August 15, 2012 (as amended, restated or replaced from time to time, the "Note") made by Mortgagor payable to Mortgagee in the principal amount of \$2,528,817.13 and due on August 15, 2013 (as such date may be extended from time to time in the Lender's sole discretion, the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note, the Loan Agreement or any other Loan Document (as defined in the Note). The Note shall bear interest at a fixed rate of interest equal to four and one tenth percent per annum, subject to modification by Mortgagee and Mortgagor. THIS MORTGAGE SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE PROMISSORY NOTE DESCRIBED ABOVE MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND

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CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.”.

4. Recitals Paragraph A of the Lawrence Mortgage is hereby amended and restated in its entirety to read as follows:

“(A) Mortgagee has agreed to loan to The Avenues at Austin, LLC, an Illinois limited liability company (“Borrower”), the principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (as decreased to a new principal amount of \$2,528,817.13 and modified, and as further modified from time to time, the “Loan”). Amended and Restated dated as of August 15, 2012 (as amended, restated or replaced from time to time, the “Note”) made by Borrower payable to Mortgagee in the principal amount of \$2,528,817.13 and due on August 15, 2013 (as such date may be extended from time to time in the Lender’s sole discretion, the “Maturity Date”), except as may be accelerated pursuant to the terms hereof or of the Note, the Loan Agreement or any other Loan Document (as defined in the Note). The Note shall bear interest at a fixed rate of interest equal to four and one tenth percent per annum, subject to modification by Mortgagee and Mortgagor. THIS MORTGAGE SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE PROMISSORY NOTE DESCRIBED ABOVE MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.”.

5. The Loan Agreement is hereby modified as follows:

- a. The “Conversion Fee” is waived.
- b. The extended maturity date after conversion of “August 15, 2017” is deleted and replaced with the date “August 15, 2013”.

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note.

7. Except for the modifications stated herein, the Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation,

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default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

9. The Premises described in the Mortgages shall remain in all events subject to the liens, charges or encumbrances of the Mortgages, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the liens, charges or encumbrances of the Mortgages, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, the Mortgages and/or the other Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note, the Guaranty and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, the Guaranty and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

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12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

15. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before September 28, 2012 (the "Modification Termination Date"):

a. An endorsement to Chicago Title Insurance Company Loan Policy No. 1401 008852728 D2 (the "Austin Title Policy") which (i) amends the description of the Austin Mortgage insured under the Austin Title Policy to include this Modification Agreement, (ii) amends the description of the Austin Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Austin Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Austin Premises which are due and payable as of the date of such endorsement have been paid in full;

b. An endorsement to Chicago Title Insurance Company Loan Policy No. 1401 008852773 D2 (the "Lawrence Title Policy") which (i) amends the description of the Lawrence Mortgage insured under the Lawrence Title Policy to include this Modification Agreement, (ii) amends the description of the Lawrence Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Lawrence Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Lawrence Premises which are due and payable as of the date of such endorsement have been paid in full; and

c. Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

16. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS

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SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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## AVENUES AT AUSTIN, LLC SIGNATURE AND NOTARY PAGES

The Avenues at Austin, LLC, an Illinois limited liability company

By: **Erris Five, LLC**, an Illinois limited liability company, its sole member

By: **James Coyle Living Trust dated June 29, 2006**, a manager

By: Anne Coyle  
Anne Coyle, a co-trustee

By: Sheila Coyle  
Sheila Coyle, a co-trustee

By: **Anne Coyle Living Trust dated June 29, 2006**, a manager

By: Anne Coyle  
Anne Coyle, trustee

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 Anne Coyle, a co-trustee of the James Coyle Living Trust dated June 29, 2006 (the "Trust"), a manager of Erris Five, LLC, an Illinois limited liability company (the "Member"), the sole member of The Avenues at Austin, LLC, an Illinois limited liability company (the "Borrower"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such co-trustee of the Trust, a manager of the Member, which Member is the sole Member of the Borrower, pursuant to authority, given by the members of said Borrower, as her own and free and voluntary act and as the free and voluntary act of said Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

[Signature]  
OFFICIAL SEAL  
NOTARY PUBLIC COYLE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/10/13




# 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 Sheila Coyle, a co-trustee of the James Coyle Living Trust dated June 29, 2006 (the "Trust"), a manager of Erris Five, LLC, an Illinois limited liability company (the "Member"), the sole member of The Avenues at Austin, LLC, an Illinois limited liability company (the "Borrower"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such co-trustee of the Trust, a manager of the Member, which Member is the sole Member of the Borrower, pursuant to authority, given by the members of said Borrower, as her own and free and voluntary act and as the free and voluntary act of said Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
NOTARY PUBLIC SEAL  
JODI L. COYLE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/10/13

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 Anne Coyle, the sole trustee of the Anne Coyle Living Trust dated June 29, 2006 (the "Trust"), a manager of Erris Five, LLC, an Illinois limited liability company (the "Member"), the sole member of The Avenues at Austin, LLC, an Illinois limited liability company (the "Borrower"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such co-trustee of the Trust, a manager of the Member, which Member is the sole Member of the Borrower, pursuant to authority, given by the members of said Borrower, as her own and free and voluntary act and as the free and voluntary act of said Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
NOTARY PUBLIC

OFFICIAL SEAL  
JODI L. COYLE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/10/13

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## ERRIS FIVE, LLC SIGNATURE AND NOTARY PAGES

Erris Five, LLC, an Illinois limited liability company

By: **James Coyle Living Trust dated June 29, 2006, a manager**

By: Anne Coyle  
Anne Coyle, a co-trustee

By: Sheila Coyle  
Sheila Coyle, a co-trustee

By: **Anne Coyle Living Trust dated June 29, 2006, a manager**

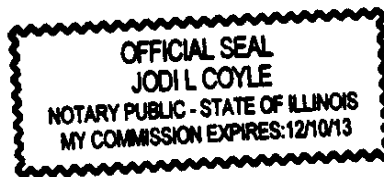
By: Anne Coyle  
Anne Coyle, trustee

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 Anne Coyle, a co-trustee of the James Coyle Living Trust dated June 29, 2006, a manager of Erris Five, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such co-trustee of said manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC

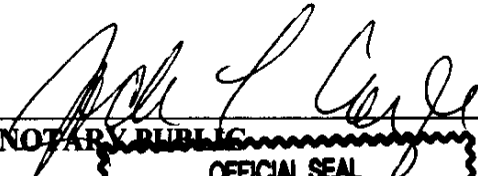



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STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sheila Coyle, a co-trustee of the James Coyle Living Trust dated June 29, 2006, a manager of Erris Five, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such co-trustee of said manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal, this 25 day of sept, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC  


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 Anne Coyle, the sole trustee of the Anne Coyle Living Trust dated June 29, 2006, a manager of Erris Five, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such trustee of said manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of sept, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC  


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## ANNE M. COYLE SIGNATURE AND NOTARY PAGE

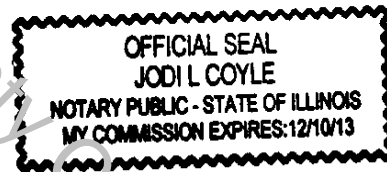
Anne M. Coyle  
Anne M. Coyle, individually

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 Anne M. Coyle personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

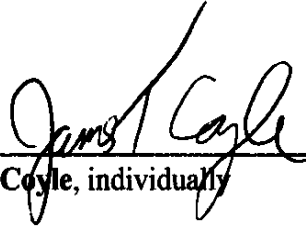
GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## JAMES T. COYLE SIGNATURE AND NOTARY PAGE

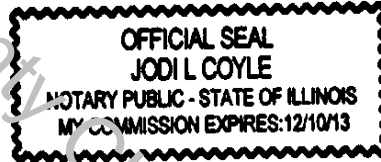


James T. Coyle, individually

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

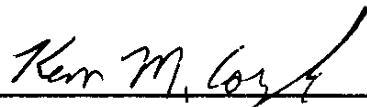
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James T. Coyle personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
NOTARY PUBLIC

# UNOFFICIAL COPY

## KEVIN M. COYLE SIGNATURE AND NOTARY PAGE

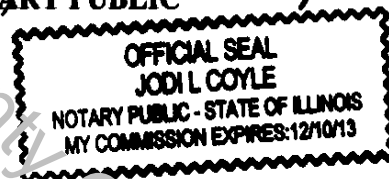
  
 \_\_\_\_\_  
 Kevin M. Coyle, individually

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 Kevin M. Coyle personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
 \_\_\_\_\_  
 NOTARY PUBLIC



# UNOFFICIAL COPY

## MAUREEN COYLE SIGNATURE AND NOTARY PAGE

Maureen Coyle  
Maureen Coyle, individually

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 Maureen Coyle personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

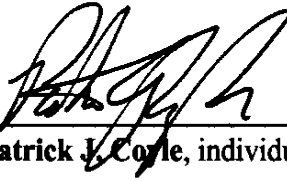
GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## PATRICK J. COYLE SIGNATURE AND NOTARY PAGE

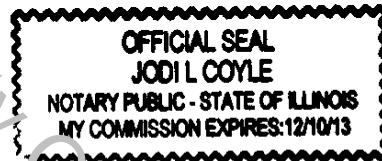


Patrick J. Coyle, individually

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 Patrick J. Coyle personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

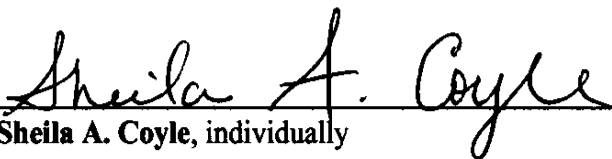
GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
NOTARY PUBLIC



# UNOFFICIAL COPY

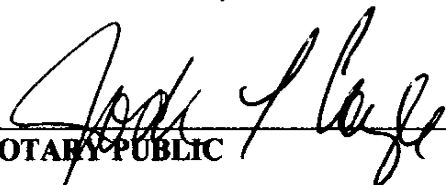
## SHEILA A. COYLE SIGNATURE AND NOTARY PAGE

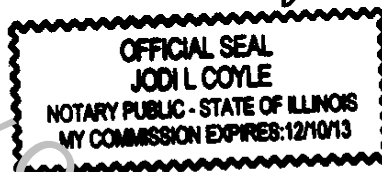
  
Sheila A. Coyle, individually

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 Sheila A. Coyle personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

  
NOTARY PUBLIC



# UNOFFICIAL COPY

## ANNE COYLE LIVING TRUST SIGNATURE AND NOTARY PAGE

Anne Coyle Living Trust dated June 29, 2006

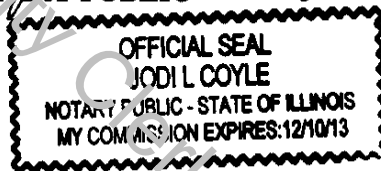
By: Anne Coyle  
Anne Coyle, trustee

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 Anne Coyle, the sole trustee of the Anne Coyle Living Trust dated June 29, 2006, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such sole trustee, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said living trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## JAMES T. COYLE TRUST SIGNATURE AND NOTARY PAGE

James T. Coyle Irrevocable Trust dated November 1, 2006

By: Sheila Coyle  
Sheila Coyle, co-trustee

By: Maureen Coyle  
Maureen Coyle, co-trustee

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 Sheila Coyle and Maureen Coyle, the co-trustee of the James T. Coyle Irrevocable Trust dated November 1, 2006, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such co-trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said irrevocable trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L. Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## KEVIN COYLE TRUST SIGNATURE AND NOTARY PAGE

**Kevin Coyle Irrevocable Trust dated November 1, 2006**

By: Sheila Coyle  
Sheila Coyle, co-trustee

By: Maureen Coyle  
Maureen Coyle, co-trustee

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 Sheila Coyle and Maureen Coyle, the co-trustee of the Kevin Coyle Irrevocable Trust dated November 1, 2006, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such co-trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said irrevocable trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## MAUREEN COYLE TRUST SIGNATURE AND NOTARY PAGE

**Maureen Coyle Irrevocable Trust dated November 1, 2006**

By: Sheila Coyle  
Sheila Coyle, co-trustee

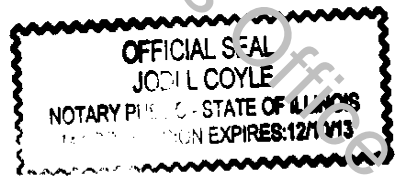
By: Maureen Coyle  
Maureen Coyle, co-trustee

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 Sheila Coyle and Maureen Coyle, the co-trustee of the Maureen Coyle Irrevocable Trust dated November 1, 2006, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such co-trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said irrevocable trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## PATRICK COYLE TRUST SIGNATURE AND NOTARY PAGE

Patrick Coyle Irrevocable Trust dated November 1, 2006

By: Sheila Coyle  
Sheila Coyle, co-trustee

By: Maureen Coyle  
Maureen Coyle, co-trustee

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 Sheila Coyle and Maureen Coyle, the co-trustee of the Patrick Coyle Irrevocable Trust dated November 1, 2006, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such co-trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said irrevocable trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L. Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## SHEILA COYLE TRUST SIGNATURE AND NOTARY PAGE

Sheila Coyle Irrevocable Trust dated November 1, 2006

By: Sheila Coyle  
Sheila Coyle, co-trustee

By: Maureen Coyle  
Maureen Coyle, co-trustee

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 Sheila Coyle and Maureen Coyle, the co-trustee of the Sheila Coyle Irrevocable Trust dated November 1, 2006, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such co-trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said irrevocable trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of Sept, 2012.

Jodi L Coyle  
NOTARY PUBLIC



# UNOFFICIAL COPY

## MB FINANCIAL SIGNATURE AND NOTARY PAGE

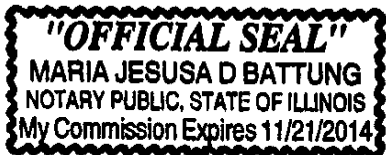
**MB Financial Bank, N.A.**

By: Ashley Kockler  
Its: AVP Commercial Banking

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 Ashley Kockler, of MB Financial Bank, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP Commercial Banking appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said banking association.

GIVEN under my hand and notarial seal, this 20th day of September, 2012.



Maria Jesusa D. Battung  
NOTARY PUBLIC



# UNOFFICIAL COPY

## EXHIBIT A

### Austin Premises

PIN: 13-17-105-110-0000

Address: 4732 N. Austin Avenue, Chicago, IL 60630

LOT 2 IN LAWRENCE AND AUSTIN SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT B

### Lawrence Premises

PIN: 13-17-202-007-0000

Address: 5741 W. Lawrence Avenue, Chicago, Illinois 60631

LOT 17 AND THE WEST 1/2 OF LOT 16 IN BLOCK 2 IN L. E. CRANDALL'S LAWRENCE AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.