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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/06/2013 10:14 AM Pg: 1 of 17

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NW6145358 AY 6 OF 6

**SUBORDINATION AGREEMENT**

Dated as of November 14, 2013

FROM

**JAMES SPELLMAN,**  
an Illinois resident,

**BRET MATTHEWS**  
an Illinois resident,

**CESM, LLC,**  
an Illinois limited liability company,

**LIBERTYVILLE CHEVROLET, INC.,**  
an Illinois corporation, and

**OAK LAWN HYUNDAI, INC.,**  
an Illinois corporation

TO

**BMO HARRIS BANK N.A.,**  
a national banking association

**Box 400-CTCC**

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P 17  
S N  
SC X  
INT 010

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**This instrument was prepared by and  
when recorded return to:  
Joseph S. Kayne, Esq.  
Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Road, Suite 200  
Riverwoods, Illinois 60015  
(847) 597-2150**

**Common Address:**

**9121 S. Cicero Ave.  
Oak Lawn, Illinois 60453**

**24-03-300-013-0000**

**24-03-300-015-0000**

**24-03-301-008-0000**

**24-03-301-011-0000**

**COOK COUNTY**

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## SUBORDINATION AGREEMENT

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION AGREEMENT** (this "Agreement") is made as of November 13, 2013, by **JAMES SPELLMAN**, an Illinois resident, **BRET MATTHEWS**, an Illinois resident, **LIBERTYVILLE CHEVROLET, INC.**, an Illinois corporation, **CESM, LLC**, an Illinois limited liability company, and **OAK LAWN HYUNDAI, INC.**, an Illinois corporation (collectively, the "Subordinate Lender"), in favor of **BMO HARRIS BANK N.A.**, a National Banking Association, whose address is 111 W. Monroe Street, 3<sup>rd</sup> Floor West, Chicago, Illinois 60603 (the "Senior Lender"), with reference to the following facts.

### RECITALS

- A. **CESML PROPERTIES LLC**, an Illinois limited liability company, has, pursuant to those certain Senior Loan Documents (defined below), agreed to borrow from Senior Lender the aggregate amount of **\$2,840,204.00** (collectively, the "Senior Loan"). The Senior Loan is evidenced and secured by, among other things, a Mortgage Promissory Note in the amount of \$1,577,891.00 (the "Note"), a Mortgage Promissory Note (Bridge Loan) in the amount of \$1,262,313.00 (the "Bridge Note"), the Mortgage And Security Agreement With Assignment of Rents (the "Mortgage"), and the "Loan Documents" defined in the Mortgage, each executed by Borrower (and other parties as the case may be) in favor of Senior Lender, as of the date hereof, and which may be amended, modified, renewed or extended from time to time, which, among other things, secure certain collateral as provided therein (the "Collateral"), which includes the real estate listed on **Exhibit A** attached hereto and made a part hereof. The aforementioned Note, Mortgage, and Loan Documents, as they may be supplemented, amended or modified from time to time, and any mortgage, pledge, or financing statement hereafter filed to secure any of the Senior Loan, are collectively referred to as the "Senior Loan Documents."
- B. The parties constituting the Subordinate Lender have made, or may make, collectively or individually, certain loans to Borrower (collectively, the "Subordinated Loan") which are, or may be, secured in part by certain documents and instruments evidencing and securing such debt or indebtedness from Borrower to either one or more of the parties constituting the Subordinated Lender ("Subordinated Loan Documents").
- C. It is a condition precedent to Borrower's obtaining the Senior Loan that the Senior Loan Documents shall be and remain at all times a lien or charge prior and superior to the lien or charge of the Subordinate Loan and Subordinate Loan Documents.

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NOW, THEREFORE, in order to induce Senior Lender to enter into the Senior Loan and the Senior Loan Documents and to make advances as therein provided, Subordinate Lender agrees that the indebtedness evidenced by, and the lien and charge of, the Subordinate Loan Documents shall be subject and subordinate to the indebtedness evidenced by, and the lien and charge of, the Senior Loan Documents. Without limiting the generality of the foregoing, Subordinate Lender agrees as follows:

1. Subordination. The Subordinate Loan Documents and the indebtedness and the lien created thereunder are and shall continue to be expressly subject and subordinate to: (a) the Senior Loan Documents and indebtedness and the lien created thereunder; (b) all the terms, covenants and conditions contained in the Senior Loan Documents and any extensions, replacements, consolidations, modifications and supplements thereto, including, without limitation, any and all advances (whether or not obligatory), in whatever amounts and whenever made, with interest thereon and to any expenses, charges and fees incurred thereby, including any and all of advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Senior Loan Documents above the original principal amount thereof (provided the increases are advanced or incurred under any of the express provisions of the Senior Loan Documents or any extension, replacement, consolidation, modification or supplement thereto to the extent provided below) and any post-petition interest accrued after the commencement of any case under the Bankruptcy Code; and (c) any amounts advanced or incurred, in the sole judgment of Senior Lender, for the benefit of the Collateral or for costs and expenses associated with the Senior Loan. The Subordinate Loan is expressly subordinate to the Senior Loan.

2. Subrogation. Subordinate Lender, and its, his or her successors, assigns, heirs, legatees, beneficiaries and personal representatives, as the case may be, shall not acquire by subrogation, contract or otherwise any lien upon any other estate, right or interest in any Collateral (including, without limitation, any which may arise in respect to real estate taxes, assessments or other governmental charges) which is or may be prior in right to the Senior Loan Documents, or any extension, consolidation, modification or supplement thereto.

3. Reliance. Subordinate Lender intentionally and unconditionally waives and relinquishes, subjects and subordinates the Subordinate Loan and the Subordinate Loan Documents in favor of the lien, and all terms and provisions, of the Senior Loan and the Senior Loan Documents, and acknowledges that, in reliance upon and in consideration of this waiver, relinquishment, subjection and subordination, the Senior Loan is being made by Senior Lender to Borrower and would not be made but for this waiver, relinquishment, subjection and subordination.

4. Assignment. Subordinate Lender, its successors or assigns or any other legal holder of the Subordinate Loan Documents hereby assigns and releases to the legal holder of the Senior Loan Documents:

(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Collateral for application upon the indebtedness

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secured by, or other disposition thereof in accordance with the provisions of, the Senior Loan Documents; and

(b) All of its right, title, interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Collateral to be applied upon the indebtedness secured by, or disposed of in accordance with the provisions of, the Senior Loan Documents. In the event that, following any such application and disposition of the insurance proceeds, condemnation award or other compensation, resulting in full repayment of all indebtedness secured by the Senior Loan Documents, any balance remains, and Senior Lender has no further obligation to disburse any portion of the Senior Loan, then such excess shall be made payable jointly to Borrower and Subordinate Lender.

5. Restoration. If the legal holder of the Senior Loan Documents shall at any time release to Borrower any insurance proceeds or condemnation award for the purpose of restoration of the Collateral, such releases shall not be deemed to be an additional advance under the Senior Loan Documents nor shall they otherwise be deemed to be in violation of any restriction upon any amount permitted to be secured by the same.

6. Further Assurances. So long as the Senior Loan Documents shall remain a lien upon the Collateral or any part thereof, Subordinate Lender, its successors or assigns or any other holder of the Subordinate Loan Documents shall execute, acknowledge and deliver, upon Senior Lender's demand, at any time or times, any and all further subordinations, agreements or other instruments, in recordable form, that Senior Lender, its successors or assigns may hereafter reasonably require for carrying out the purpose and intent of this Agreement.

7. Entire Agreement Regarding Subordination. The parties hereto agree that this Agreement shall be the entire agreement with regard to the subordination of the Subordinate Loan to the Senior Loan and of the lien or charge of the Subordinate Loan Documents to the lien or charge of the Senior Loan Documents. This Agreement shall supersede and cancel, but only with respect to such priority, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Subordinate Loan Documents which provide for the subordination of the indebtedness, lien or charge thereof to other debt or security instruments.

8. Confirmation. Subject to the terms and provisions of this Agreement, Senior Lender hereby consents to the Subordinate Loan and the execution and delivery by Borrower to Subordinate Lender of the Subordinate Loan Documents. Subordinate Lender hereby confirms to and agrees with Senior Lender as to the following:

(a) Subordinate Lender has delivered to Senior Lender true and complete copies of the Subordinate Loan Documents, and such documents have not been amended, modified or supplemented in any way. As of the date of this Agreement, all interest due under the Subordinate Loan Documents or pursuant to the Subordinate Loan are paid as of the date hereof.

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(b) There are no defaults (or conditions or events which, with notice of the passage of time or both, would constitute a default), known to Subordinate Lender as of the date hereof, by Borrower under its obligations set forth in the Subordinate Loan Documents.

(c) Subordinate Lender hereby consents to the Senior Loan and the execution and delivery by Borrower to Senior Lender of the Senior Loan Documents and consents to and approves all provisions of the Senior Loan Documents, a true and complete copy of which has been delivered to Subordinate Lender.

(d) Subordinate Lender shall not enter into any agreement to amend or modify any of the Subordinate Loan Documents without notice to and the prior consent of Senior Lender.

(e) Subordinate Lender shall deliver to Senior Lender, at the address indicated in Section 9 below and at the same time that copies thereof are delivered to Borrower, copies of any notices of default delivered to Borrower in connection with the Subordinate Loan Documents.

(f) Neither Subordinate Lender, nor any purchaser at foreclosure under the Subordinate, nor anyone claiming by, through or under any of them shall succeed to any of Borrower's rights under the Senior Loan.

9. Notices. All notices of any kind which any party hereby may be required or may desire to serve on the other pursuant to this Agreement shall be (a) hand-delivered, effective upon receipt, (b) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (c) sent by certified mail, return receipt requested, deposited in the United States Mail, with postage thereon fully prepaid, effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is earlier. All such notices shall be addressed to the appropriate address set forth in this section, or at such other place as Subordinate Lender, Senior Lender or Borrower, as the case may be, may from time to time designate in writing by ten (10) days prior written notice.

If to Senior Lender: BMO Harris Bank N.A.  
111 W. Monroe Street, 3<sup>rd</sup> Floor West  
Chicago, Illinois 60603  
Attention: Robert Beishuizen

With a copy to: Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Rd., Suite 200  
Riverwoods, Illinois 60015  
Attn: Joseph S. Kayne, Esq.

If to Subordinate Lender: James Spellman  
Bret Matthews  
Oak Lawn Hyundai, Inc.



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9121 S. Cicero Ave.  
Oak Lawn, Illinois 60453

Libertyville Chevrolet, Inc.  
1001 S. Milwaukee Ave.  
Libertyville, IL 60048

If to Borrower: CESML PROPERTIES LLC  
Attention: James Matthews  
9121 S. Cicero Ave.  
Oak Lawn, Illinois 60453

10. Application. In making disbursements pursuant to the Senior Loan Documents, Senior Lender is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in the Senior Loan Agreement shall not defeat the subordination herein made, in whole or in part.

11. Modification and Release. Senior Lender may, without affecting the subordination of the Subordinate Loan Documents, (a) release or compromise any obligation of any nature with respect to the Senior Loan Documents; (b) release its security interest in, or surrender, release or permit any substitution or exchange of all or any part of any Collateral securing repaying of any Senior Loan Documents; (c) retain or obtain a security interest in any property to secure payment of any Senior Loan Documents; or (d) modify, amend, defer, extend, consolidate or supplement any of the original or subsequent Senior Loan Documents, subject to the provisions of the final sentence of Section 1 hereof.

12. Subordination of Debt. Anything in the Subordinate Loan Documents to the contrary notwithstanding, including the indebtedness created under, and evidenced by, the Subordinate Loan Documents, including principal, interest and other amounts due thereunder (including, without limitation, post-petition interest accrued after the commencement of a case under the Bankruptcy Code), no holder of the Subordinate Loan Documents shall be entitled to receive or retain any payment from any source on, or in respect of, the Subordinate Loan Documents, except as permitted by, and in accordance with the limitations contained in, this Agreement. During the entirety of the term of each of the Senior Loan Documents, Subordinate Lender shall not be entitled to receive and retain any regularly scheduled payments of principal and interest (including Subordinate Lender's "participating interest") under the Subordinate Loan Documents and shall not be entitled to receive any prepayments of all indebtedness thereunder.

13. No Default. Subordinate Lender acknowledges and agrees that a default under the Subordinate Loan shall, at the sole election of Senior Lender, constitute an Event of Default under the Senior Loan Documents. In such event, Senior Lender may commence foreclosure proceedings in Senior Lender's sole discretion.

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14. Priority of Payments. In the event of any judicial or nonjudicial sale of any of the Collateral securing the Senior Loan, or any portion thereof, pursuant to the Senior Loan Documents, or of any liquidation or dissolution of Borrower, or of any execution sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Borrower or any portion of its property, all amounts due under the Senior Loan Documents (including, without limitation, post-petition interest accrued after the commencement of a case under the Bankruptcy Code) shall first be paid in full before any payment is made upon or in respect of the obligations under the Subordinate Loan Documents (including, without limitation, post-petition interest accrued after the commencement of a case under the Bankruptcy Code). If Subordinate Lender has not made and presented appropriate proofs of claim in connection with any reorganization, liquidation, dissolution, bankruptcy or similar proceeding with respect to Borrower within thirty (30) days following demand by Senior Lender, then Senior Lender shall hereby be authorized and empowered (but with no obligation) to make and present such proofs of claim against Borrower on account of the Subordinate Loan as Senior Lender may deem advisable. In any event, any payment or distribution of any kind, whether in cash, property or securities, shall be paid over to Senior Lender for application in payment of the obligations created under, or evidenced by, the Senior Loan Documents, in such order as Senior Lender shall determine in its sole discretion, until all such obligations have been paid in full.

15. Payments in Trust. Any payment of, or on account of, any obligation under the Subordinate Loan Documents which shall be received by Subordinate Lender or any other party on behalf of Subordinate Lender at a time when such payment is not permitted to be made or retained under the terms of this Agreement shall not constitute property of Subordinate Lender or such recipient, but shall be received and held in trust by such recipient for the benefit of Senior Lender and promptly paid over to Senior Lender.

16. Application of Sections. The provisions of Sections 12, 13, 14 and 15 above are solely for the purpose of defining the relative rights of the holder of the Senior Loan Documents on the one hand, and the Subordinate Loan Documents on the other hand, against Borrower and its property and nothing herein shall impair, as between Borrower and holder of the Senior Loan Documents, or Borrower and the holder of the Subordinate Loan Documents, the obligations of Borrower under such documents.

17. Event of Default. The parties acknowledge that any default under the Subordinate Loan Documents constitutes an Event of Default under the Senior Loan Documents and an Event of Default under the Senior Loan Documents constitutes a default under the Subordinate Loan Documents.

18. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, except to the extent preempted by federal laws. Subordinate Lender, its agents and all other parties to this Agreement hereby consent to the jurisdiction of any federal or state court within the State of Illinois, and also consent to service of process by any means authorized by Illinois or federal law. Subordinate Lender, Borrower and Lender hereby consent and submit to the jurisdiction of any local, state or federal court of Lender's choice located in any county in which Lender is doing business in



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Illinois and hereby waive the right to transfer or change the venue of any suit, action or other proceeding brought in accordance with this Agreement, or to claim that any such proceeding has been brought in an inconvenient forum.

19. **WAIVER OF JURY TRIAL.** TO FACILITATE EACH PARTY'S DESIRE TO RESOLVE DISPUTES IN AN EFFICIENT AND ECONOMICAL MANNER, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN INSTRUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

20. **Attorneys' Fees.** If Senior Lender or Subordinate Lender commences any proceedings or actions to enforce the provisions of this Agreement, the court or body before which the same shall be brought shall award to the Senior Lender all of its costs and expenses in such proceedings and actions, including reasonable attorneys' fees (which includes the allocable cost of in-house counsel), the usual and customary and lawfully recoverable court costs, and all the expenses in connection therewith.

21. **Interpretation.** Each party to this Agreement has substantial experience with the subject matter of this Agreement and has each fully participated in the negotiation and drafting of this Agreement and has been advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

22. **Recitals.** The Recitals to this Agreement are incorporated as a part of this Agreement.

23. **Headings.** The captions and headings of various sections of this Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

24. **Counterparts.** This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

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*[Signature Page to Follow]*

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

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


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

**SENIOR LENDER:**

BMO HARRIS BANK, N.A.

By:   
Name: Robert A. Beishuizen  
Its: Vice President

**CESML PROPERTIES LLC**, an Illinois limited liability company

By:   
Name: James Spellman  
Title: Manager

By:   
Name: Bret Matthews  
Title: Manager

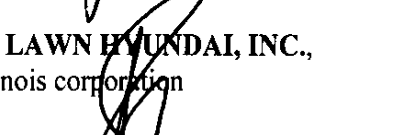
**JAMES SPELLMAN**, individually

**BRET MATTHEWS**, individually

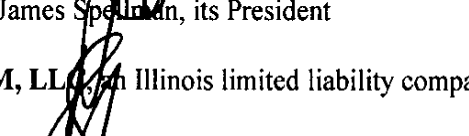
**LIBERTYVILLE CHEVROLET, INC.**,  
AN ILLINOIS CORPORATION

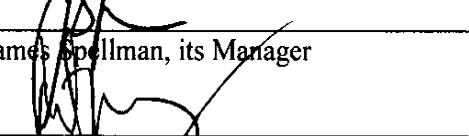
By:   
Name: James Spellman  
Title: President

**OAK LAWN HYUNDAI, INC.**,  
an Illinois corporation

By:   
James Spellman, its President

**CESM, LLC**, an Illinois limited liability company

By:   
James Spellman, its Manager

By:   
Bret Matthews, its Manager

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STATE OF Illinois )  
COUNTY OF Cook ) SS

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **JAMES SPELLMAN**, an Illinois resident, and **BRET MATTHEWS**, the managers of **CESML PROPERTIES, LLC**, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 limited liability company pursuant to its Articles of Organization and its Operating Agreement for the purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of November, 2013.

(Notary Seal)

Angelique Williams  
Notary Public

(Type or Print Name) **Angelique Williams**

My commission expires: 12/9/13



# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) SS

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **JAMES SPELLMAN**, an Illinois resident, and **BRET MATTHEWS**, the managers of **CESM, LLC**, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 limited liability company pursuant to its Articles of Organization and its Operating Agreement for the purposes therein set forth.

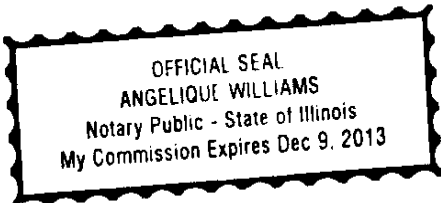
Given under my hand and notarial seal this 13<sup>th</sup> day of November, 2013.

(Notary Seal)

Angelique Williams  
Notary Public

(Type or Print Name) Angelique Williams

My commission expires: 12/9/13

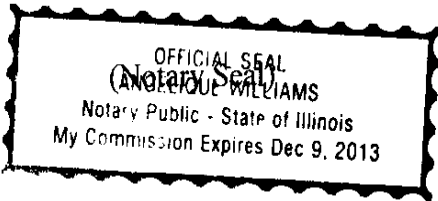


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STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **JAMES SPELLMAN**, an Illinois resident, 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 the said instrument as his own free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of November, 2013.



Angelique Williams  
Notary Public  
(Type or Print Name)

My commission expires: 12/9/13

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

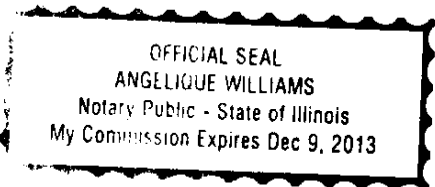
The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **BRET MATTHEWS**, an Illinois resident, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of November, 2013.

(Notary Seal)

Angelique Williams  
Notary Public  
(Type or Print Name)

My commission expires: 12/9/13



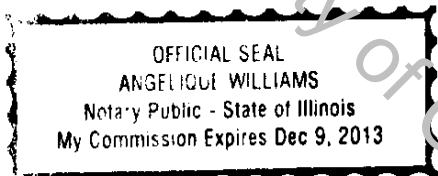


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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2013, by James Spellman, the President of **OAK LAWN HYUNDAI, INC.**, an Illinois corporation, on his own behalf and as the free and voluntary act of said corporation pursuant to its Articles of Incorporation, actions of its Board of Directors, and its Bylaws for the purposes therein set forth on behalf of the corporation.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of November, 2013.



*Angelique Williams*  
\_\_\_\_\_  
Notary Public

**Angelique Williams**

\_\_\_\_\_  
(Type or Print Name)

(NOTARIAL SEAL)

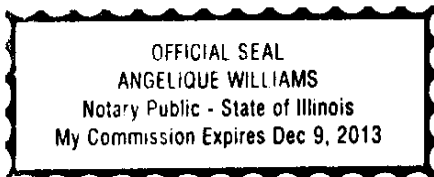
My Commission Expires:

12/9/13

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2013, by James Spellman, the President of **LIBERTYVILLE CHEVROLET, INC.**, an Illinois corporation, on his own behalf and as the free and voluntary act of said corporation pursuant to its Articles of Incorporation, actions of its Board of Directors, and its Bylaws for the purposes therein set forth on behalf of the corporation.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of November, 2013.



*Angelique Williams*  
\_\_\_\_\_  
Notary Public

**Angelique Williams**

\_\_\_\_\_  
(Type or Print Name)

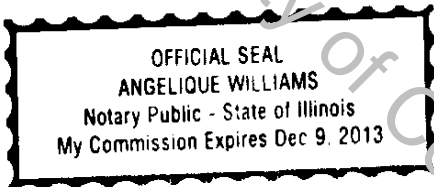
(NOTARIAL SEAL) My Commission Expires: 12/9/13

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2013 by Robert A. Beishuizen, the Vice President of **BMO HARRIS BANK N.A.**, a national banking association, on behalf of the association.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of November, 2013.



Angelique Williams  
Notary Public

Angelique Williams

(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

12/9/2013

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## SCHEDULE I

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 1 IN JDB CHICAGO RESUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 2012, AS DOCUMENT 1208022012, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 IN JDB CHICAGO RESUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 2012 AS DOCUMENT 1208022012, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EASTERLY IN BLOCK 4 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, IN COOK COUNTY, ILLINOIS.

#### TAX IDENTIFICATION NUMBERS:

24-03-300-013-0000

24-03-300-015-0000

24-03-301-008-0000

24-03-301-011-0000

COMMON ADDRESS: 9121 S. CICERO AVE., OAK LAWN, ILLINOIS 60451<sup>3</sup>