

UNOFFICIAL COPY

This instrument prepared by
and please return to:
Polsinelli PC
161 N. Clark, Suite 4200
Chicago, Illinois 60601
Attn: Jennifer L. Worstell, Esq.



Doc#: 1404516087 Fee: \$70.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/14/2014 04:29 PM Pg: 1 of 16

COMMONLY KNOWN AS:
P.I.N.:

SEE ATTACHED EXHIBIT A
SEE ATTACHED EXHIBIT A

TWELFTH LOAN MODIFICATION AGREEMENT

This instrument is a Twelfth Loan Modification Agreement (“**Twelfth Modification**”) among Associated Bank, National Association, a national banking association (“**Lender**”), Israel Ramos (“**Ramos**”), and Chicago Title Land Trust Company, successor to LaSalle Bank N.A., successor to American National Bank and Trust Company of Chicago, as Trustee (the “**Trustee**”) under Trust Agreement dated December 15, 1989 and known as Trust No. 110032-

UNOFFICIAL COPY

09 (the “**Trust**”).

RECITALS:

A. Trustee holds fee simple title to certain real estate commonly known as 4417-27 W. Diversey, Chicago, Illinois (the “**Diversey Parcel**”). Ramos is the beneficiary of the Trust. The Diversey Parcel is improved with a commercial building.

B. Ramos holds fee simple title to certain real estate commonly known as 7240-48 Phillips/2424-26 E. 73rd Street, Chicago, Illinois (the “**Phillips Parcel**”). The Phillips Parcel is improved with a 19-unit residential apartment building.

C. Chicago Title Land Trust Company, successor to American National Bank and Trust Company of Chicago, successor to Associated Bank, National Association, as Trustee under Trust Agreement dated November 18, 1991 and known as Trust No. 1662 (“**Francisco Trustee**”) held fee simple title to certain real estate commonly known as 1908 N. Francisco, Chicago, Illinois (the “**Francisco Parcel**”), and Ramos is or was the beneficiary of said trust. Francisco Trustee also held fee simple title to certain real estate commonly known as 1630-32 N. Damen, Chicago, Illinois (the “**Damen Parcel**”).

D. As of May 26, 2008, 1454-56 Fairfield LLC, an Illinois limited liability company (“**Fairfield LLC**”), held fee simple title to certain real estate commonly known as 2735 W. LeMoyne, Unit B, Chicago, Illinois, 2737 W. LeMoyne, Unit B, Chicago, Illinois, 2747 W. LeMoyne, Unit 1, Chicago, Illinois and 1456 N. Fairfield, Unit G, Chicago, Illinois, and Ramos held fee simple title to certain real estate commonly known as 1711 N. Whipple, Chicago, Illinois, which, along with the Damen Parcel and the Francisco Parcel have been released as collateral for the Fifth Revised Loan as hereby modified (collectively the “**Released Parcels**”), and as further described herein.

UNOFFICIAL COPY

E. The Diversey Parcel, the Phillips Parcel and the Released Parcels are collectively referred to herein as the “**Original Parcels.**”

F. On or about May 26, 2008, Lender, Trustee, Ramos, Fairfield LLC and certain other parties described therein (collectively “**Original Borrowers**”) entered into a Loan Agreement (“**Loan Agreement**”), pursuant to which Lender extended to Original Borrowers a loan in the aggregate amount of Three Million Eight Hundred Thousand (\$3,800,000.00) Dollars (the “**Original Loan**”), the proceeds of which were to be used to refinance certain debt secured by the Original Parcels. The Original Parcels are secured by certain documents as set forth in the recitals of that certain Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement (“**Mortgage**”), executed concurrently with the Loan Agreement and further described below. The Original Loan was evidenced by a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$3,800,000.00 (“**Original Note**”), which was secured by the Mortgage. In connection with the Loan Agreement and Original Note, Original Borrowers executed and delivered to Lender the following documents (“**Security Documents**”):

1. the Mortgage executed by Original Borrowers and covering the Original Parcels, which Mortgage was recorded with the Cook County Recorder of Deeds on June 18, 2008 as Document No. 0817033175;
2. Collateral Assignments of Beneficial Interest in Land Trust regarding the land trusts described therein and in the other Security Documents;
3. UCC Financing Statements covering the personal property located on the Original Parcels; and
4. such other loan documents as were required by Lender.

UNOFFICIAL COPY

G. On June 26, 2009, the land trustee described in the Mortgage as the owner of the Phillips Parcel executed a Trustee's Deed conveying the Phillips Parcel to Ramos. The Trustee's Deed was recorded with the Cook County Recorder of Deeds on July 17, 2009 as Document No. 0919831150.

H. On July 27, 2009, to be effective as of February 15, 2009, certain of Original Borrowers and Lender entered into a Loan Modification and Assumption Agreement ("**Modification**"), pursuant to which Lender agreed to extend the maturity date of the Original Loan from February 15, 2009 until September 30, 2009, and to consent to the conveyance of the Phillips Parcel to Ramos. Concurrently therewith, certain of Original Borrowers executed and delivered to Lender a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,590,400.00 ("**Revised Note**"), evidencing the outstanding balance of the Original Loan as of July 27, 2009 (the "**Revised Loan**"). The Modification was recorded with the Cook County Recorder of Deeds on September 11, 2009 as Document No. 0925445032.

I. On December 15, 2009, to be effective as of September 30, 2009, certain of Original Borrowers and Lender entered into a Second Loan Modification Agreement ("**Second Modification**"), pursuant to which Lender agreed to extend the maturity date of the Revised Loan from September 30, 2009 until February 28, 2010. Concurrently therewith, certain of Original Borrowers executed and delivered to Lender a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,590,400.00 as of December 15, 2009 ("**Second Revised Note**") evidencing the outstanding balance of the Revised Loan (the "**Second Revised Loan**"). The Second Modification was recorded with the Cook County Recorder of Deeds on February 3, 2010 as Document No. 1003418022.

J. On March 15, 2010, to be effective as of February 28, 2010, certain of Original Borrowers and Lender entered into a Third Loan Modification Agreement ("**Third Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second

UNOFFICIAL COPY

Revised Loan from February 28, 2010 until April 28, 2010. The Third Modification was recorded with the Cook County Recorder of Deeds on April 20, 2010 as Document No. 1011039005.

K. On April 22, 2010, to be effective as of April 28, 2010, certain of Original Borrowers and Lender entered into a Fourth Loan Modification Agreement ("**Fourth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Loan from April 28, 2010 until June 28, 2010. The Fourth Modification was recorded with the Cook County Recorder of Deeds on May 12, 2010 as Document No. 1013234045.

L. On September 24, 2010, to be effective as of June 28, 2010, certain of Original Borrowers and Lender entered into a Fifth Loan Modification Agreement ("**Fifth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Loan from June 28, 2010 until December 31, 2010. The Fifth Modification was recorded with the Cook County Recorder of Deeds on September 27, 2010 as Document No. 1027029080, and was re-recorded with the Cook County Recorder of Deeds on September 28, 2010 as Document No. 1027122029.

M. On March 29, 2011, to be effective as of December 31, 2010, certain of Original Borrowers and Lender entered into a Sixth Loan Modification Agreement ("**Sixth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Loan from December 31, 2010 until June 30, 2011. Concurrently therewith, certain of Original Borrowers executed and delivered to Lender a Promissory Note in the amount of \$2,590,396.51 ("**Third Revised Note**"), which evidenced the outstanding balance owed by said parties as of the date of the Sixth Modification in the amount of \$2,590,396.51 ("**Third Revised Loan**"). The Sixth Modification was recorded with the Cook County Recorder of Deeds on March 20, 2011 as Document No. 1108934084.

UNOFFICIAL COPY

N. On September 22, 2011, to be effective as of June 30, 2011, certain of Original Borrowers and Lender entered into a Seventh Loan Modification Agreement (“**Seventh Modification**”), pursuant to which Lender agreed to extend the maturity date of the Third Revised Loan from June 30, 2011 until December 30, 2011. The Seventh Modification was recorded with the Cook County Recorder of Deeds on September 26, 2011 as Document No. 1126931024.

O. As of December 5, 2011, certain of Original Borrowers and Lender entered into a Conditional Partial Collateral Release Agreement, pursuant to which Lender agreed to release the Damen Parcel from the lien of the Mortgage in consideration of certain payments on the Third Revised Note and the performance of such other obligations as are described in the Conditional Partial Collateral Release Agreement. Such payments were tendered to Lender, and Lender executed a Partial Release of Mortgages and Security Documents releasing the Damen Parcel from the lien of the Mortgage concurrently therewith.

P. On January 25, 2012, to be effective as of December 30, 2011, certain of Original Borrowers and Lender entered into an Eighth Loan Modification Agreement (“**Eighth Modification**”), pursuant to which Lender agreed to extend the maturity date of the Third Revised Loan from December 30, 2011 until June 30, 2012, and to restructure the monthly payments due thereunder. Concurrently therewith, certain of Original Borrowers executed and delivered to Lender a Promissory Note in the amount of \$890,396.51 (“**Fourth Revised Note**”), which evidenced the outstanding balance of the Third Revised Loan as of December 30, 2011, in the amount of \$890,396.51 (“**Fourth Revised Loan**”). The Eighth Modification was recorded with the Cook County Recorder of Deeds on January 26, 2012 as Document No. 1202631077.

Q. On July 5, 2012, to be effective as of June 30, 2012, certain of Original Borrowers and Lender entered into an Ninth Loan Modification Agreement (“**Ninth Modification**”), pursuant to which Lender agreed to extend the maturity date of the Fourth Revised Loan from

UNOFFICIAL COPY

June 30, 2012 to October 31, 2012. The Ninth Modification was recorded with the Cook County Recorder of Deeds on July 9, 2012 as Document No. 1219139084.

R. On February 13, 2013, to be effective as of October 31, 2012, certain of Original Borrowers and Lender entered into an Tenth Loan Modification Agreement (“**Tenth Modification**”), pursuant to which Lender agreed to extend the maturity date of the Fourth Revised Loan from October 31, 2012 until July 15, 2013. The Tenth Modification was recorded with the Cook County Recorder of Deeds on February 27, 2013 as Document No. 1305839069.

S. On or about March 5, 2013, a principal payment was made on the Fourth Revised Note in the amount of \$310,000.00 from the proceeds of the sale of the Francisco Parcel. Concurrently therewith, Lender released the Francisco Parcel from the lien of the Mortgage.

T. On September 10, 2013, to be effective as of July 15, 2013, certain of Original Borrowers and Lender entered into an Eleventh Loan Modification Agreement (“**Eleventh Modification**”), pursuant to which Lender agreed to extend the maturity date of the Fourth Revised Loan from July 15, 2013 until November 15, 2013 (the “**Fifth Revised Loan**”), which Fifth Revised Loan is evidenced by a Promissory Note in the amount of \$531,370.60 (the “**Fifth Revised Note**”), and to cross-collateralize and cross-default the Fifth Revised Loan with a certain loan to Ramos, which is evidenced by a Promissory Note in the amount of \$632,542.53 executed by Ramos and secured by the Phillips Parcel (the “**Phillips Note**”). The Eleventh Modification was recorded with the Cook County Recorder of Deeds on September 13, 2013 as Document No. 1325639058.

U. Lender has released the Released Parcels from the lien of the Mortgage. The Released Parcels are no longer collateral for the Fifth Revised Loan. The Diversey Parcel and the Phillips Parcel continue to secure the loans described herein, including the Fifth Revised Loan, as evidenced by the Fifth Revised Note. The Diversey Parcel and the Phillips Parcel are

UNOFFICIAL COPY

collectively referred to herein as the “**Real Estate**,” and are legally described on Exhibit A attached hereto.

V. The outstanding balance of the Fifth Revised Loan is currently \$513,541.59. Trustee and Ramos (collectively “**Borrowers**”), which are the only parties remaining obligated on the Fifth Revised Loan, have now requested Lender to extend the maturity date of the Fifth Revised Note from November 15, 2013 until April 15, 2014. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Fifth Revised Note is hereby modified and amended to change the maturity date set forth in subparagraph (b) thereof from November 15, 2013 until April 15, 2014. The Security Documents are hereby modified and amended to secure the Fifth Revised Note as hereby revised, and all references to the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note or the Fifth Revised Note as hereby modified in the Security Documents, Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh Modification, Eighth Modification, Ninth Modification, Tenth Modification, Eleventh Modification and any other documents executed and delivered in connection therewith are modified and amended to refer to the Fifth Revised Note as hereby revised in place thereof. All amounts presently outstanding on the Fifth Revised Note shall be deemed outstanding on the Fifth Revised Note as hereby revised. All interest charged on and all payments previously made on the Phillips Note or the Fifth Revised Note, Fourth Revised Note, Third Revised Note, Second Revised Note, Revised Note or

UNOFFICIAL COPY

Original Note previously are unchanged. This Twelfth Modification continues to secure the amount outstanding on the Phillips Note.

2. This Twelfth Modification shall be effective upon Lender's receipt of this Twelfth Modification executed by the parties hereto and the following documents and items:

- (a) a Letter of Direction to Trustee;
- (b) a certified copy of any amendments to the land trust agreement for the Trust;
- (c) evidence sufficient to Lender that all property taxes on the Real Estate are paid to date;
- (d) a certified copy of the rent rolls and all leases required by Lender regarding the Real Estate; and
- (e) payment of Lender's fee in the amount of \$300.00 plus expenses as described in Section 5 hereof.

3. This Twelfth Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note, the Fifth Revised Note as hereby amended, this Twelfth Modification, the Eleventh Modification, the Tenth Modification, the Ninth Modification, the Eighth Modification, the Seventh Modification, the Sixth Modification, the Fifth Modification, the Fourth Modification, the Third Modification, the Second Modification, the Modification, the Mortgage, the Loan Agreement or any other documents executed in connection herewith or therewith (collectively the "**Loan Documents**") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain

UNOFFICIAL COPY

unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or any of the other Loan Documents, or the covenants, conditions and agreements therein contained or contained in the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note or the Fifth Revised Note as hereby modified.

4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

5. Borrowers hereby agree to pay Lender's renewal fee in the amount of \$300.00 concurrently herewith, along with all of Lender's additional fees and expenses arising out of and in connection with this Twelfth Modification including, but not limited to, attorneys' fees and recording fees.

6. Borrowers hereby remake and reaffirm the representations and warranties contained in the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note, the Fifth Revised Note as hereby modified, the Mortgage, the Security Documents and the Loan Documents as hereby modified.

7. BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWERS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWERS AT THE ADDRESSES SPECIFIED IN THE LOAN DOCUMENTS. BORROWERS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE

UNOFFICIAL COPY

CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREIN ABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

8. BORROWERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE FIFTH REVISED NOTE AS HEREBY MODIFIED, THE FOURTH REVISED NOTE, THE THIRD REVISED NOTE, THE SECOND REVISED NOTE, THE REVISED NOTE, THE ORIGINAL NOTE, THIS TWELFTH MODIFICATION, THE ELEVENTH MODIFICATION, THE TENTH MODIFICATION, THE NINTH MODIFICATION, THE EIGHTH MODIFICATION, THE SEVENTH MODIFICATION, THE SIXTH MODIFICATION, THE FIFTH MODIFICATION, THE FOURTH MODIFICATION, THE THIRD MODIFICATION, THE SECOND MODIFICATION, THE MODIFICATION, THE MORTGAGE, THE SECURITY DOCUMENTS, THE LOAN DOCUMENTS OR THE REAL ESTATE, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH BORROWERS AND LENDER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS, OR ANY OF THEM.

UNOFFICIAL COPY

9. Borrowers warrant to Lender that neither Borrowers nor any affiliate is identified in any list of known or suspected terrorists published by any United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the “**Blocked Persons Lists**”) including, without limitation: (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers covenant to Lender that if they become aware that they or any affiliate is identified on any Blocked Persons List, Borrowers shall immediately notify Lender in writing of such information. Borrowers further agree that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an event of default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person (“**Person**”) identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person’s inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Real Estate or otherwise adversely impact the ability of any Person to perform such Person’s obligations under or with respect to any of the Loan Documents.

UNOFFICIAL COPY

10. This instrument is executed by Chicago Title Land Trust Company, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

THIS SPACE INTENTIONALLY BLANK

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in Chicago, Illinois on February 11, 2014, to be effective as of November 15, 2013.

BORROWERS:

Israel Ramos
Israel Ramos, individually and as beneficiary of Trust No. 110032-09

Chicago Title Land Trust Company, successor to LaSalle Bank N.A., successor to American National Bank and Trust Company of Chicago as Trustee under Trust No. 110032-09 dated December 15, 1989

By: Kevin Zickel
Its ASST VP

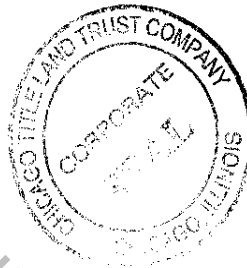
Attest:
Its _____

~~Attestation not required pursuant to corporate by-laws.~~

LENDER:

Associated Bank, National Association, a national banking association

By: [Signature]
Its Senior Vice President

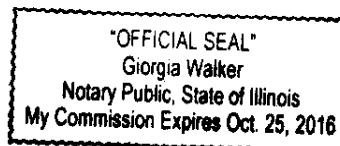


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Israel Ramos, individually and as beneficiary of Chicago Title Land Trust Company Trust No. 110032-09, 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 uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 11th, 2014.

Georgia Walker
Notary Public



UNOFFICIAL COPY

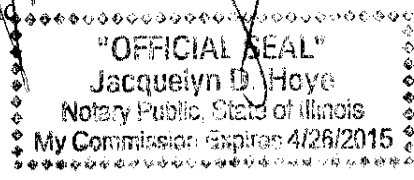
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that KAREN MICHEL, ASST VP of Chicago Title Land Trust Company, 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 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Feb. 13, 2014.

[Handwritten Signature]

Notary Public



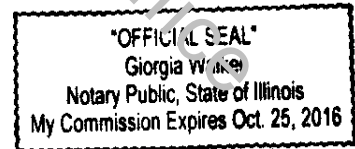
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael J. Stevens, Senior Vice President of Associated Bank, National Association, 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 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 11th, 2014.

[Handwritten Signature]

Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

DIVERSEY PARCEL:

LOT 7 (EXCEPT THE EAST 17 FEET THEREOF) ALL OF LOTS 8, 9, 10 AND 11 (EXCEPT THE WEST 8 FEET THEREOF) IN BLOCK 1 OF S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4417-27 W. Diversey, Chicago, IL
P.I.N.: 13-27-303-037

PHILLIPS PARCEL:

PARCEL 1:

LOT 10 (EXCEPT THE NORTH 75 FEET THEREOF AND ALSO EXCEPT THE WEST 125 FEET THEREOF) AND ALSO EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) AND THE NORTH 36 1/2 FEET (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE AND EXCEPT THE WEST 200 FEET) OF LOT 13; ALSO,

PARCEL 2:

THE SOUTH 36 1/2 FEET OF THE NORTH 73 FEET (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE AND EXCEPT THE WEST 200 FEET AND EXCEPT THAT PART LYING EAST OF THE WEST 302 FEET) OF LOT 13, AND THE EAST 50 FEET OF THE WEST 302 FEET OF THE SOUTH 27 FEET OF LOT 13 (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) AND THE EAST 50 FEET OF THE WEST 302 FEET OF LOT 16 (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) ALL OF THE ABOVE IN SOUTH SHORE DIVISION NO. 4, A SUBDIVISION OF THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7240-48 S. Phillips/2424-26 E. 73rd Street, Chicago, IL
P.I.N.: 21-30-104-028