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Doc#: 1417745014 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/26/2014 09:11 AM Pg: 1 of 13

Prepared by and after recording return to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Gary L. Plotnick

MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("**Modification**") is made and entered into as of June 3, 2014, **NEXSTEP CORNELIA LLC**, an Illinois limited liability company ("**Mortgagor**") with a mailing address at 833 North Orleans, Suite 400, Chicago, Illinois 60610, to and in favor of **NORTH SHORE COMMUNITY BANK & TRUST COMPANY** (together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter described, "**Mortgagee**") with a mailing address at 7800 North Lincoln Avenue, Skokie, Illinois 60077.

RECITALS:

WHEREAS, Mortgagor, along with Greg Merdinger ("**Guarantor**") and Mortgagee have entered into a Construction Loan Agreement dated February 28, 2013 ("**Loan Agreement**") whereby Lender has heretofore made a loan (the "**Loan**") to Borrower in the total principal amount of **Two Million Nine Hundred Seventy Thousand and 00/100 Dollars (\$2,970,000.00)**; and

WHEREAS, the Loan is evidenced by: (i) a Mortgage Note in the amount of **One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00)** dated February 28, 2013 ("**Note #1**"); and (ii) a Mortgage Note in the amount of **One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00)** dated February 28, 2013 ("**Note #2**") and, along with the Note #1, collectively referred to herein as the "**Notes**"; and

WHEREAS, the Notes are secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the February 28, 2013, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 7, 2013, as Document No. 1306616102 ("**Mortgage**") with respect to the real estate legally described on Exhibit "A", which is attached hereto and made apart hereof, a Collateral Assignment of Leases and Rents dated as of February 28, 2013, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 7, 2013, as Document Number 1306616104 ("**Assignment**") with respect to the real estate legally described on Exhibit "A", which is attached hereto and made a part hereof, a Guaranty of Payment dated as of March 28, 2013, by Guarantor in favor of Lender, and a Guaranty of Completion dated as of

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February 28, 2013, by Guarantor in favor of Lender (collectively the "**Guaranty**"), and other instruments and documents executed by or on behalf of Borrower and Guarantor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, Mortgagor desires that the Loan be modified; and

WHEREAS, the parties desire to modify and amend the Loan and as a condition to such modification, Mortgagee is requiring: (i) this Modification; (ii) an Amendment to Note #1 ("**Note #1 Amendment**"); (iii) an Amendment to Note #2 ("**Note #2 Amendment**"); (iv) an Amendment to the Loan Agreement ("**Loan Agreement Modification**"); and (v) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor ("**Payment Guaranty Reaffirmation**"); and (vi) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Completion executed by Guarantor ("**Completion Guaranty Reaffirmation**").

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals**. The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modification of Mortgage and Other Security Documents**. The Mortgage and Other Security Documents are hereby modified as follows:
 - (a) **Modification of Mortgage**. The Mortgage is hereby amended and modified by adding to the legal description of the Real Estate, as set forth on Exhibit "A" of the Mortgage, the real estate legally described on Exhibit "B", which is attached hereto and made a part hereof.
 - (b) **Modification of Assignment**. The Assignment is hereby amended and modified by adding to the legal description for the Real Estate, as set forth on Exhibit "A" of the Assignment, the real estate legally described on Exhibit "B", which is attached hereto and made a part hereof.
 - (c) **References to the Notes**. From and after the date hereof,
 - (i) the Mortgage and Other Security Documents shall be deemed to secure Note #1, as modified by Note #1 Amendment and Note #2, as modified by Note #2 Amendment;

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(ii) any and all references in the Mortgage or Other Security Documents to the Notes shall be deemed to include Note #1, as modified by Note #1 Amendment and Note #2, as modified by Note #2 Amendment; and

(iii) the “Secured Indebtedness” or “Indebtedness” shall be deemed to include (but not be limited to) the indebtedness evidenced by Note #1, as modified by Note #1 Amendment and the indebtedness evidenced by Note #2, as modified by Note #2 Amendment.

- (d) **Section 25.** Section 25 of the Mortgage is hereby deleted in its entirety and the following Section 25 is hereby inserted in its stead:

“25. **Principal Amount of Mortgage.** At no time shall the principal amount of the indebtedness secured by this Mortgage not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed the stated principal amount of the Notes plus Seven Million Six Hundred Ninety Thousand and 00/100 Dollars (\$7,690,000.00).”.

- (e) **Section 34.** Section 34 of the Mortgage is hereby deleted in its entirety and the following Section 34 is hereby inserted in its stead:

“34. **Future Advances.** This Mortgage secures future advances from Lender to Mortgagor made pursuant to the Construction Loan Agreement not to exceed in the aggregate at any one time the principal sum of Fifteen Million Three Hundred Eighty Thousand and 00/100 Dollars (\$15,380,000.00), together with all interest, costs and expenses incurred by Lender in enforcing all obligations under any or all of this Mortgage, the Construction Loan Agreement, the Notes, and the other Loan Documents, to the same extent as if such future advances were made on the date of the execution of this Mortgage. All advances required hereunder or under the Construction Loan Agreement are obligatory advances up to the credit limit at any one time of Fifteen Million Three Hundred Eighty Thousand and 00/100 Dollars (\$15,380,000.00) established in the Construction Loan Agreement and shall, to the extent permitted by law, have priority over mechanics' and materialmen's liens, if any, arising after this Mortgage is recorded.

It is understood that at any time before the cancellation and release of this Mortgage, that the Notes, the Construction Loan Agreement, this Mortgage and any of the Loan Documents, including the terms of repayment thereof, may from time to time be modified or amended in writing by Lender and Mortgagor to include any future advance or advances for any purpose set forth herein, in the Construction Loan Agreement or any of the Loan Documents made by Lender, at its option, to or for the benefit of Mortgagor. Mortgagor covenants and agrees that this Mortgage

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secures on a priority basis any and all such future advance or advances whether such advances are of the same or a different kind or quality as the original advances, whether or not related to the original advances together with the specified interest hereon, as well as the hereinbefore described principal and interest now evidenced by the Notes and the Construction Loan Agreement; provided, however, that the total aggregate principal amount secured hereby shall not exceed Fifteen Million Three Hundred Eighty Thousand and 00/100 Dollars (\$15,380,000.00) at any one time. Nothing contained in this Paragraph 34 shall be construed as limiting the interest which may be secured hereby or the amount or amounts secured hereby to protect the real estate security.”

From and after the date hereof, the Mortgage and Other Security Documents shall secure the Note #1, as modified by Note #1 Amendment, and Note #2, as modified by Note #2 Amendment.

3. **References to Notes.** From and after the date hereof (i) the Mortgage, the Loan Agreement and the Other Security Documents shall be deemed to secure Note #1 as modified by Note #1 Amendment and Note #2 as modified by Note #2 Amendment; (ii) any and all references in the Mortgage, the Loan Agreement or the Other Security Documents to Note #1 shall mean Note #1 as modified by Note #1 Amendment; and (iii) any and all references in the Mortgage, the Loan Agreement or the Other Security Documents to Note #2 shall mean Note #2 as modified by Note #2 Amendment.

4. **References to Loan Documents and Guaranty.** Any and all references in the Mortgage and Other Security Documents to the “Loan Documents” shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification, any and all references in the Mortgage and Other Security Documents to the “Payment Guaranty” shall from and after the date hereof be deemed to refer to the Payment Guaranty as modified by the Payment Guaranty Reaffirmation, and any and all references in the Mortgage and Other Security Documents to the “Completion Guaranty” shall from and after the date hereof be deemed to refer to the Completion Guaranty as modified by the Completion Guaranty Reaffirmation.

5. **Ratification.** The Notes, Mortgage, the Loan Agreement and Other Security Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent expressly modified hereby or by Note #1 Amendment, Note #2 Amendment or the Loan Agreement Modification.

6. **Successors and Assigns.** This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. **Governing Law.** The rights and duties of the parties hereunder shall be construed, enforced and governed according to the laws of the State of Illinois, without reference to the conflict of laws principles of said State, all except insofar as the same relates to matters of foreclosure and title to which the laws of the State in which the Property is situated shall govern. The parties hereby consent and irrevocably waive all objections to the jurisdiction and venue and

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convenience of forum of any court of general and competent jurisdiction located within the County of Cook, State of Illinois with respect to any legal proceeding arising out of or connected with this Modification and agree that the mailing to their address(es) by registered mail, of any legal process shall constitute lawful and valid service of process in any proceeding, suit, or controversy. The parties shall bring any legal proceeding arising out of or connected with this Modification only in the Federal or State courts located in the County of Cook, State of Illinois, which courts shall apply the laws as aforesaid. In the event that either party institutes any legal proceeding in any court other than a court located in the County of Cook, State of Illinois, that party shall assume all of the costs incurred in transferring said proceeding to a court located in the County of Cook, State of Illinois, including but not limited to the other party's attorney's and paralegal fees.

In the event that any provision or clause of this Modification, the Notes or any of the Other Security Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Modification, Note #1 Amendment, Note #2 Amendment, the Loan Agreement Modification, the Payment Guaranty Reaffirmation, the Completion Guaranty Reaffirmation or any of the Other Security Documents which can be given effect without the conflicting provision, and to this end the provisions of this Modification, Note #1 Amendment, Note #2 Amendment, the Loan Agreement Modification, the Payment Guaranty Reaffirmation, the Completion Guaranty Reaffirmation or any of the Other Security Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

8. RELEASE. MORTGAGOR AND ANY OTHER OBLIGOR UNDER THE INDEBTEDNESS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "MORTGAGOR PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS MORTGAGEE AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "MORTGAGEE PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE MORTGAGOR PARTIES HAVE AS OF THE EFFECTIVE DATE OR MAY CLAIM TO HAVE AGAINST THE MORTGAGEE PARTIES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL

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TRANSACTIONS RELATING TO THE LOANS DESCRIBED HEREIN OR THE LOAN DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE MORTGAGEE PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE MORTGAGEE PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE MORTGAGEE PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE MORTGAGOR PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF MORTGAGEE CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE MORTGAGOR PARTIES REPRESENTS AND WARRANTS TO MORTGAGEE THAT SHE, HE OR IT: (I) READ THIS AMENDMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (II) EXECUTES THIS AMENDMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS AMENDMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE MORTGAGOR PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

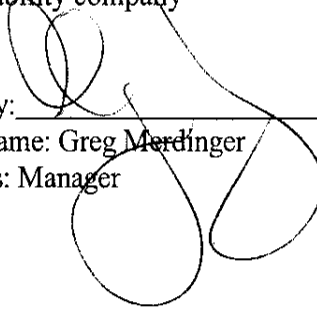
[SIGNATURE APPEARS ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

NEXSTEP CORNELIA LLC, an Illinois limited liability company

By: _____
Name: Greg Merdinger
Its: Manager

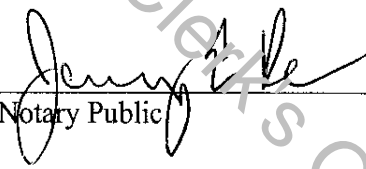


STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Greg Merdinger**, personally known to me to be the Manager of **NEXSTEP CORNELIA 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 severally acknowledged that as the Manager, he signed and delivered said instrument pursuant to the authority given by the operating agreement of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of ^{June}~~May~~, 2014.

Notary Public



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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated as of May 11, 2014.

NORTH SHORE COMMUNITY BANK & TRUST COMPANY

By: [Signature]
Name: NICK KORICANAC
Title: Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KIMBERLY M. KING-McCREE, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NICK KORICANAC OFFICER of **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF MORTGAGEE**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of May, 2014.



[Signature]
Notary Public

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EXHIBIT "A"

Legal Description

TRACT 1

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 00°43'57" EAST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET, 272.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°16'03" EAST 55.40 FEET; THENCE NORTH 00°43'57" WEST 118.00 FEET; THENCE SOUTH 89°16'03" WEST 55.40 FEET TO THE EAST LINE OF SAID EAST WHIPPLE STREET; THENCE SOUTH 00°43'57" EAST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET 118.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 89°57'23" EAST ALONG THE SOUTH LINE OF SAID WEST CORNELIA AVENUE, 297.21 FEET; THENCE SOUTH 00°02'37" WEST 135.00 FEET; THENCE NORTH 89°57'23" WEST 167.17 FEET; THENCE SOUTH 00°43'57" EAST 131.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°16'03" WEST 54.00 FEET; THENCE NORTH 00°43'57" WEST 123.00 FEET; THENCE NORTH 89°16'03" EAST 54.00 FEET; THENCE SOUTH 00°43'57" EAST 123.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**TRACT 5**

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 89°57'23" EAST ALONG THE SOUTH LINE OF SAID WEST CORNELIA AVENUE, 297.21 FEET; THENCE SOUTH 00°02'37" WEST 135.00 FEET; THENCE NORTH 89°57'23" WEST 86.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'37" WEST 60.47 FEET; THENCE SOUTH 52°25'52" WEST 89.37 FEET; THENCE SOUTH 37°34'08" EAST 20.92 FEET; THENCE SOUTH 00°22'58" WEST 27.57 FEET; THENCE SOUTHERLY, EASTERLY AND NORTHEASTERLY 10.75 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 61°12'14" EAST, A DISTANCE OF 8.80 FEET; THENCE NORTH 57°12'34" EAST 13.48 FEET; THENCE SOUTH 37°34'08" EAST 2.66 FEET; THENCE NORTH 52°25'52" EAST 95.50 FEET; THENCE NORTH 26°14'10" EAST 27.08 FEET; THENCE NORTH 00°02'37" EAST 66.62 FEET; THENCE NORTH 89°57'23" WEST 54.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 13-24-305-057-0000
 ADDRESS: 3427 North Whipple Street
 Chicago, IL _____

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EXHIBIT "B"

TRACT 2:

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWESTERLY 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET, 274.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET 79.50 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 03 SECONDS EAST 55.40 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 57 SECONDS WEST 79.50 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 03 SECONDS WEST 55.40 FEET THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

TRACT 4:

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11, DESCRIBED AS FOLLOWS. COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 89 DEGREES 57 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST CORNELIA AVENUE, 297.21 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 27 SECONDS WEST 135.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST 167.17 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS EAST 131.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 16 MINUTES 03 SECONDS WEST 54.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS EAST 76.26 FEET; THENCE SOUTH 64 DEGREES 44 MINUTES 48 SECONDS EAST 6.26 FEET; THENCE NORTH 74 DEGREES 28 MINUTES 16 SECONDS EAST 33.52 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 08 SECONDS EAST 20.52 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 57 SECONDS WEST 57.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**TRACT 8:**

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AS PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5 AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET, 272.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 16 MINUTES 03 SECONDS EAST 55.40 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST 2.00 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 03 SECONDS WEST 55.40 FEET TO THE EAST LINE OF SAID EAST WHIPPLE STREET; THENCE NORTH 00 DEGREES 43 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF SAID EAST WHIPPLE STREET 2.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 9:

PART OF BLOCK 5 IN BICKERDIKE MANOR SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST ROSCOE STREET AND EAST OF JOSEPH BICKERIKE'S 3RD SUBDIVISION AND OF ELSTON AVENUE AS SHOWN BY PLAT RECORDED ON JULY 5, 1905 AS DOCUMENT NO. 3720274 IN BOOK 90 OF PLATS, AT PAGE 11 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH WHIPPLE STREET WITH THE SOUTH LINE OF WEST CORNELIA AVENUE (SAID EAST LINE OF NORTH WHIPPLE STREET BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5, AND SAID SOUTH LINE OF WEST CORNELIA AVENUE BEING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 5); THENCE SOUTH 89 DEGREES 57 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST CORNELIA AVENUE, 297.21 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS WEST 135.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST 86.12 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS WEST 60.47 FEET; THENCE SOUTH 52 DEGREES 25 MINUTES 52 SECONDS WEST 29.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 34 MINUTES 08 SECONDS EAST 20.92 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 58 SECONDS WEST 6.60 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 59 SECONDS WEST 17.39 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 57 SECONDS WEST 13.18 FEET; THENCE NORTHEASTERLY 9.28 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 10.99 FEET CONCAVE SOUTHEASTERLY AND WHOSE CHORD BEARS NORTH 25 DEGREES 50 MINUTES 57 SECONDS EAST, A DISTANCE OF 8.95 FEET; THENCE NORTH 52 DEGREES 25 MINUTES 52 SECONDS EAST 1.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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