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This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

Doc#: 1428001001 Fee: \$64.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/07/2014 09:22 AM Pg: 1 of 14

PIN: 16-03-316-011-0000

COMMON ADDRESS: 4545 W. Augusta Boulevard
Chicago, Illinois 60651

FIRST AMENDMENT TO MORTGAGE DOCUMENTS (4545 AUGUSTA)

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This First Amendment to Mortgage Documents (4545 Augusta) (this "First Amendment"), made and entered into as of the 1st day of September, 2014, is by and between FSLH, LLC – Series 4545, an Illinois limited liability company ("Mortgagor"), to Wells Fargo Bank, National Association, a national banking association, with an office located at 230 West Monroe Street, 29th Floor, Chicago, Illinois 60606 ("Lender") and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Property")

WITNESSETH:

WHEREAS, prior hereto, Lender provided certain loans, extensions of credit and other financial accommodations to Freedman Seating Company, an Illinois corporation ("Freedman Seating"), and FBSA LLC, an Illinois limited liability company ("FBSA") (Freedman Seating and FBSA are each individually a "Borrower" and collectively, the "Borrowers") pursuant to (a) that certain Amended and Restated Loan and Security Agreement dated as of December 19, 2011, by and among Borrowers and Lender (as amended, renewed, restated or replaced from time to time, collectively the "Loan Agreement"), (b) that certain Continuing Guaranty dated as of September 1, 2012, executed and delivered by Mortgagor, FSLH, LLC, an Illinois limited liability company ("FSLH"), FSLH, LLC – SERIES 4501, an Illinois limited liability company ("FSLH 4501"), FSLH, LLC – SERIES 7346, an Illinois limited liability company ("FSLH 7346"), and Freedman Building L.L.C., an Illinois limited liability company ("Freedman Building") to Lender, as amended or restated from time to time, (c) that certain Assumption and Amended and Restated Mortgage and Security Agreement dated as of September 1, 2012, executed and delivered by Mortgagor to Lender, and recorded with the Cook County Recorder of Deeds on September 12, 2012, as Document Number 1225629016 (as amended or restated from time to time, the "Mortgage"), (d) that certain Assignment of Rents and Lessor's Interest in Leases dated as of August 20, 2009, executed and delivered by successor in interest to Mortgagor to Lender, and assumed by Mortgagor pursuant to the Mortgage, and recorded with the Cook County Recorder of Deeds on August 27, 2009, as Document Number 0923911001 (as amended or restated from time to time, the "Assignment of

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Rents”), and (e) the other documents, agreements and instruments referenced in the Loan Agreement or executed and delivered pursuant thereto;

WHEREAS, Mortgagor desires Lender to, among other things, purchase industrial revenue bonds to permit the refinancing of certain outstanding industrial revenue bonds and provide additional financing for property and equipment, all in accordance with that certain Amended and Restated Continuing Covenant Agreement of even date herewith (as amended or restated from time to time, the “Amended and Restated Continuing Covenant Agreement”) by and among Mortgagor, the Borrowers, FSLH, FSLH 4501, FSLH 7346, Freedman Building and Lender (the “Additional Financial Accommodations”); and

WHEREAS, Lender is willing to provide the Additional Financial Accommodations to Mortgagor and its Affiliates, provided, among other things, Mortgagor executes and delivers this First Amendment to Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Lender hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals**. Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, including by reference to defined terms in the Loan Agreement. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment.

2. **Amendment to Mortgage**. Effective as of the date of this First Amendment, the Mortgage is hereby amended as follows:

A. **Whereas Clause**. Effective as of the date of this First Amendment, the Whereas clause on page 2 of the Mortgage beginning “**WHEREAS**, the Financial Accommodations are evidenced and/or secured by...” is hereby deleted in its entirety and substituting therefor the following:

“**WHEREAS**, the Financial Accommodations are evidenced and/or secured by, among other things, (i) that certain Amended and Restated Loan and Security Agreement dated as of December 19, 2011, by and among Freedman Seating Company, an Illinois corporation (“Freedman Seating”), FBSA LLC, an Illinois limited liability company (“FBSA”) (Freedman Seating and FBSA are each individually a “Borrower” and collectively, the “Borrowers”), and Lender (as amended, renewed, restated or replaced from time to time, collectively the “Loan Agreement”); (ii) that certain Revolving Note dated as of December 20, 2013, executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed Fourteen Million and no/100 Dollars (\$14,000,000.00), as amended or restated from time to time; (iii) that certain Term Note A dated as of December 19, 2011, executed and delivered by Borrowers to Lender in the original principal amount of One Million and no/100 Dollars (\$1,000,000.00), as amended or restated from time to time, (iv) that certain Application for Letter of Credit and Reimbursement Agreement dated as of August 20, 2009,

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by and among Lender, Beneficiary and Freedman Seating evidencing Freedman Seating's and Beneficiary's reimbursement obligations in connection with \$4,000,000 aggregate face amount of Industrial Development Revenue Bonds, Series 1998 (Freedman Seating Company Project) (as amended, renewed, restated or replaced from time to time, collectively the "Beneficiary Reimbursement Agreement"), (v) that certain Application for Letter of Credit and Reimbursement Agreement dated as of August 20, 2009, by and between Lender and Freedman Seating evidencing Freedman Seating's reimbursement obligations in connection with \$2,240,000 aggregate face amount of Industrial Development Revenue Bonds, Series 2005 (Freedman Seating Company Project) (as amended, renewed, restated or replaced from time to time, collectively the "Borrower Reimbursement Agreement"), (vi) the "Continuing Covenant Agreement", as hereinafter defined, (vii) that certain Environmental Indemnity Agreement dated as of August 20, 2009 executed and delivered by Freedman Seating and Beneficiary to Lender; (viii) that certain Mortgage Note dated as of May 18, 2012, executed and delivered by Beneficiary to Lender in the principal sum of Six Hundred Twenty-Four Thousand and no/100 Dollars (\$624,000.00), as amended or restated from time to time (the "Mortgage Note"), and (ix) any renewals, modifications, amendments or substitutions to any of the foregoing (collectively the "Loan Documents"). Capitalized terms used but not otherwise defined herein are used herein as defined in the Loan Agreement."

B. Amended Definitions. Effective as of the date of this First Amendment, Section 1.1 of the Mortgage is hereby amended by deleting the definitions of "Continuing Covenant Agreement" and "Related Party Documents" contained therein in their entirety and substituting therefor the following, respectively:

"Continuing Covenant Agreement": shall mean that certain Amended and Restated Continuing Covenant Agreement dated as of September 1, 2014, by and among Borrowers, Beneficiary, Mortgagor, FSLH, LLC, an Illinois limited liability company ("FSLH"), FSLH, LLC – SERIES 4501, an Illinois limited liability company ("FSLH 4501"), and FSLH, LLC – SERIES 7346, an Illinois limited liability company ("FSLH 7346"), and Lender, as amended or restated from time to time.

"Related Party Documents": shall mean all agreements, instruments and documents, including, without limitation, loan agreements, notes, guaranties, mortgages, trust deeds, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other writings, heretofore, now or from time to time hereafter executed by or on behalf of the Related Parties or any Related Party and delivered to Lender or to any parent, affiliate or subsidiary of Lender, as each of the same may be amended, modified or supplemented from time to time, including, without limitation, (1) the Related Party Loan Agreement, (2) the Continuing Covenant Agreement, (3) the "Bond Documents" as such term is defined in the Continuing Covenant Agreement, (4) the Mortgage Note, and (5) all other notes, mortgages, security agreements and other agreements executed and delivered in connection with any of the foregoing.

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C. Amendment to Section 2.1. Effective as of the date of this First Amendment, the first sentence of Section 2.4 of the Mortgage is hereby deleted in its entirety and substituting therefor the following:

The maximum amount secured by this Mortgage may decrease or increase from time to time, but shall never exceed Thirty-Five Million and no/100 Dollars (\$35,000,000).

D. Deletion of Section 2.4. Effective as of the date of this First Amendment, Section 2.4 of the Mortgage is hereby deleted in its entirety and substituting therefor the following:

“2.4 Reserved.”

E. Deletion of Rider A. Effective as of the date of this First Amendment, Rider A attached to the Mortgage is hereby deleted in its entirety.

3. Amendment to Assignment of Rents. Effective as of the date of this First Amendment, Section II.A. of the Assignment of Rents is hereby deleted in its entirety and substituting therefor the following:

“A. To secure the full and timely payment and performance by Mortgagor and Borrower of the Liabilities and the Covenants, including, without limitation, the Liabilities evidenced by or referenced in (i) that certain Application for Letter of Credit and Reimbursement Agreement of even date herewith by and among Lender, Beneficiary and Borrower evidencing Borrower’s and Beneficiary’s reimbursement obligations in connection with \$4,000,000 aggregate face amount of Industrial Development Revenue Bonds, Series 1998 (Freedman Seating Company Project) (as amended, renewed, restated or replaced from time to time, collectively the “Beneficiary Reimbursement Agreement”); (ii) that certain Revolving Note dated as of December 20, 2013, executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed Fourteen Million and no/100 Dollars (\$14,000,000.00) (as amended, renewed or restated from time to time, the “Note”); (iii) the Mortgage; (iv) that certain Application for Letter of Credit and Reimbursement Agreement of even date herewith by and between Lender and Borrower evidencing Borrower’s reimbursement obligations in connection with \$2,240,000 aggregate face amount of Industrial Development Revenue Bonds, Series 2005 (Freedman Seating Company Project); (v) this Assignment, (vi) that certain Term Note A dated as of December 19, 2011, executed and delivered by Borrowers to Lender in the original principal amount of One Million and no/100 Dollars (\$1,000,000.00), as amended or restated from time to time, (vii) that certain Mortgage Note dated as of May 18, 2012, executed and delivered by Beneficiary to Lender in the principal sum of Six Hundred Twenty-Four Thousand and no/100 Dollars (\$624,000.00), as amended or restated from time to time, and (viii) the other Loan Documents, Mortgagor hereby grants, conveys, transfers and assigns to Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit “A” (the “Premises”) attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter

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executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income")."

4. **Liabilities Secured.** Mortgagor hereby reaffirms, confirms, acknowledges and agrees that the Mortgage and the Assignment of Rents secure all Liabilities, including, but not limited to, the obligations evidenced by (i) the Continuing Covenant Agreement and (ii) all swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee by the Mortgagor or any one or more of its affiliates in connection with any Liabilities.

5. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in each of the Mortgage and the Assignment of Rents, as amended hereby.

6. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lender, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

8. **Exhibits.** The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

9. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

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10. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents, as amended by this First Amendment, shall remain in and have its intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.

11. **Waiver of Jury Trial.** MORTGAGOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

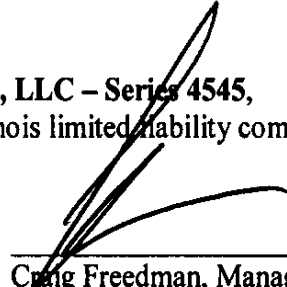
[signature page follows]

Property of Cook County Clerk's Office

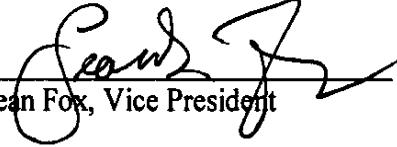
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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered as of the date first set forth above.

FSLH, LLC – Series 4545,
an Illinois limited liability company

By: 
Craig Freedman, Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Sean Fox, Vice President

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[Signature Page – First Amendment to Mortgage Documents (4545 Augusta)]

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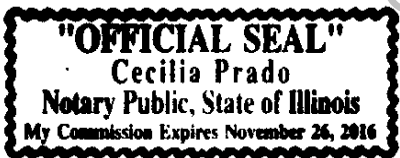
STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Craig Freedman, Manager of FSLH, LLC – Series 4545, an Illinois limited liability 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 he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of September, 2014.

(Notary Seal)

Cecilia Prado
Notary Public



CECILIA PRADO
(Type or Print Name)

[Mortgagor's Notary Page – First Amendment to Mortgage Documents (4545 Augusta)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

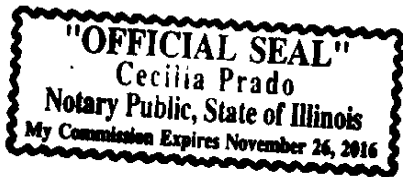
The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Sean Fox, Vice President of Wells Fargo Bank, National Association, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association for the purposes therein set forth.

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

(Notary Seal)

Cecilia Prado

Notary Public



CECILIA PRADO

(Type or Print Name)

[Lender's Notary Page – First Amendment to Mortgage Documents (4545 Augusta)]

UNOFFICIAL COPY**EXHIBIT "A"**
TO FIRST AMENDMENT MORTGAGE**LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF BLOCKS 10, 11 AND 14 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREETS, LYING BETWEEN BLOCKS 10 AND 11 AND BLOCKS 11 AND 14 AND THAT PART OF A 33 FOOT STRIP OF LAND WEST OF AND ADJOINING BLOCKS 10, 11 AND 14 FORESAID, ALL LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET TO THE POINT OF BEGINNING OF THE LINES BEING DESCRIBED; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.9 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 60 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 125.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 191.18 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 13.78 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 97.60 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 3.81 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 85.56 FEET TO A POINT IN THE NORTH LINE OF BLOCK 10 AFORESAID 337.43 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE SOUTH LINE OF AUGUSTA BOULEVARD; RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY 420 FEET; THENCE NORTHERLY TO A POINT IN THE SOUTH LINE OF AUGUSTA BOULEVARD 12 FEET EAST OF SAID PLACE OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID AUGUSTA BOULEVARD TO THE PLACE OF BEGINNING; AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE EXTENDED SOUTH LINE OF SAID BLOCK 14, AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID, 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILWAY COMPANY AND THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF BLOCK 10 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 10 AFORESAID 337.43 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE THEREOF 10.0 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST 89.13 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 13.81 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 3.57 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 3.81 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 85.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467309 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645594 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCK 10 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 10 AFORESAID 327.43 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST 30.0 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 23.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 30.0 FEET TO THE NORTH LINE OF BLOCK 10 AFORESAID; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 23.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592, OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCKS 11, 14 AND 15 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE 66 FOOT VACATED STREETS LYING BETWEEN BLOCKS 11 AND 14 AND BLOCKS 14 AND 15 AND PART OF LOTS 12 AND 13 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 OF SNYDER AND LEE'S SUBDIVISION AFORESAID AND PART OF VACATED ALLEY ADJOINING LOTS 12 AND 13 AND PART OF VACATED STREET WEST OF AND ADJOINING LOTS 12 AND 13 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE

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EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 90 DEGREES EAST 20.0 FEET; THENCE SOUTH 0 DEGREES 26 MINUTES 20 SECONDS EAST 480.04 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 52 SECONDS EAST 24.0 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 12 SECONDS WEST 195.19 FEET TO THE SOUTH LINE OF LOT 13 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION 30.0 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 29 SECONDS WEST 358.45 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS WEST 13.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 DATED JULY 31, 1987 AND RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592 AND AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671544 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676098 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 24.31 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 53.50 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 0 DEGREES 11 MINUTES 22 SECONDS EAST ALONG SAID WEST FACE 95.01 FEET; THENCE SOUTH 10 DEGREES 21 MINUTES 40 SECONDS WEST

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ALONG THE WEST FACE OF SAID 1 STORY BRICK BUILDING 121.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST FACE OF BRICK BUILDING 13.65 FEET TO A LINE DRAWN NORTH 90 DEGREES EAST THROUGH THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES WEST ALONG SAID LINE 37.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL 6A).

PARCEL 6A:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592 AND AMENDED BY FIRST AMENDMENT DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671544 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676098 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 105.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.22 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 39.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 151.27 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 13.78 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 52.84 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 12.58 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 5.58 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 28.54 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG SAID WEST FACE 51.0 FEET; THENCE SOUTH 9 DEGREES 33 MINUTES 01 SECONDS EAST 49.01 FEET TO A CORNER OF A 1 STORY BRICK BUILDING; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG A WEST FACE OF SAID 1 STORY BRICK BUILDING 110.34 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 35.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 6B:

EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR THE SOLE PURPOSE OF PARKING NOT MORE THAN 12 AUTOMOBILES, AS CREATED BY PARKING EASEMENT AGREEMENT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671545 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676099 OVER, ON AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 24.31 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 53.50 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 0 DEGREES 11 MINUTES 22 SECONDS EAST ALONG SAID WEST FACE 95.01 FEET; THENCE SOUTH 10 DEGREES 21 MINUTES 40 SECONDS WEST ALONG THE WEST FACE OF SAID 1 STORY BRICK BUILDING 9.33 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 57.60 FEET TO THE POINT OF BEGINNING; (EXCEPT THEREFROM THAT PART LYING EAST OF A LINE 2675 FEET WEST OF AND PARALLEL WITH THE WEST FACE OF SAID 1 STORY BRICK BUILDING), IN COOK COUNTY, ILLINOIS

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