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Doc#: 1432429022 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2014 10:20 AM Pg: 1 of 15

212049

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

Bill Skalitzky
Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60661

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents (this “**Amendment**”) is made in Chicago, Illinois, on November 19, 2014, between and among (i) Bronzeville Associates Phase II Limited Partnership, an Illinois limited partnership (“Borrower”), with an address of 400 East 41st Street, Chicago, Illinois 60653, (ii) Prairie Mortgage Company, an Illinois corporation (“Lender”), with an address of 20 S. Clark Street, Suite 1520, Chicago, Illinois 60603, and (iii) the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates (“HUD”), with an address of 77 W. Jackson Boulevard, 23rd Floor, Chicago, Illinois 60604. Borrower, Lender and HUD are collectively referenced as the “Parties.”

RECITALS

A. The Lender has previously made a loan (the “Loan”) to Borrower in the original principal amount of \$2,486,000.00, as evidenced by the Note (Multistate) dated as of September 1, 2013 by Borrower in favor of Lender (the “Note”), in connection with the construction of the Bronzeville Family Apartments – Phase II (the “Project”). The Loan is insured by HUD under Section 221(d)(4) of the National Housing Act, as amended, and is assigned HUD Project No. 071-35841. The Note is secured by, *inter alia*, a (1) Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement dated as of September 1, 2013, by Borrower in favor of Lender and recorded in the Cook County Recorder of Deeds Office (the “Recorder’s Office”) on September 26, 2013 as document no. 1326945051 (the “Security Instrument”); and (2) a UCC Financing Statement by Borrower, as debtor, in favor of Lender, as a secured party, and HUD, as an additional secured party, recorded in the Recorder’s Office on September 26, 2013 as

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document no. 1326945053 (the "UCC Fixture Filing"). In addition, in accordance with the requirements of Section 221(d)(4) of the National Housing Act, as amended, Borrower and HUD entered into a Regulatory Agreement for Multifamily Projects dated as of September 1, 2013, and recorded in the Recorder's Office on September 26, 2013 as document no. 1326945052 (the "HUD Regulatory Agreement"). The Note, Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement and all other documents that evidence and secure the Loan are collectively the "Loan Documents."

B. The initial legal description for the Project property attached to or referenced in the Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement and other Loan Documents contains a scrivener's error, which the Borrower, Lender and HUD desire to correct through this Amendment. A copy of the original and incorrect legal description attached as Exhibit A to each of the Security Instrument, UCC Fixture Filing and HUD Regulatory Agreement is attached hereto as Exhibit 1, and is referred to herein as the "Exhibit A: Initial Legal Description."

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Recitals which are made a contractual part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, Lender and HUD agree as follows:

AGREEMENTS

Section 1. The Exhibit A: Initial Legal Description is hereby (a) deleted from each of the Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement and all other Loan Documents to which it was attached as an exhibit, and (b) replaced with the legal description attached hereto as Exhibit 2, which is referred to herein as the "Exhibit A-1: Amended Legal Description." All references to the legal description of the Project property, in whatever form, contained in Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement and all other Loan Documents shall hereafter refer exclusively to the Exhibit A-1 Amended Legal Description.

Section 2. Except as specifically modified by this Amendment, the Borrower hereby represents, warrants and confirms to the Lender and HUD that:

2.1. All the Loan Documents and the obligations of the Borrower thereunder remain in full force and effect, are hereby ratified and confirmed, and may be enforced in accordance with their terms by the Lender and HUD, as applicable, against the Borrower, the Project or the property legally described in Exhibit A-1: Amended Legal Description (the "Project Property");

2.2. All representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the Lender and/or HUD, as applicable, by or on behalf of the Borrower, in connection with the Loan Documents were true, accurate and complete as of the date made or furnished to the Lender and/or HUD, and continue to be true, accurate and complete as if furnished or made by or with respect to the Borrower as of the date hereof;

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2.3. The Borrower acknowledges and warrants to the Lender and HUD that it claims no defense, right of offset or counterclaim against enforcement of the Loan Documents (as modified by this Amendment) and has no other claim against the Lender or HUD arising under such Loan Documents;

2.4. The Borrower is not in default of its obligations under the Loan Documents.

2.5. The execution, delivery and performance of this Amendment and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which the Borrower, Project or Project Property is subject.

Section 3. The Parties hereto acknowledge and agree that this Amendment does not constitute a novation of the existing indebtedness under the Loan, but is intended to be an amendment and modification of the Loan Documents. Except as amended hereby, the provisions of the Loan Documents remain in full force and effect and are hereby ratified and confirmed. The Security Instrument shall continue to secure repayment of all amounts due under the Note as modified by this Amendment without loss of priority. The Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement, the Loan Documents and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim, encumbrance or charge on the Project and Project Property.

Section 4. In the event of a conflict or inconsistency between the provisions of the Note, Security Instrument, UCC Fixture Filing, HUD Regulatory Agreement and any other Loan Documents and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

Section 5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the Borrower may not assign this Amendment or its rights and obligations under the Loan Documents without the prior written consent of the Lender and/or HUD, as applicable.

Section 6. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

Section 7. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

Section 8. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by all Parties to this Amendment.

[The remainder of this page is intentionally left blank; the signature page follows.]

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IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Loan Documents as of the date first written above.

Borrower Bronzeville Associates Phase II Limited Partnership, an Illinois limited partnership

By: Grand Boulevard Housing II LLC, an Illinois limited liability company, its general partner

By: Peoples Co-Op for Affordable Elderly Housing, an Illinois not for profit corporation, its Manager

By: Fred L. Bonner
Fred L. Bonner, Chief Executive Officer

Lender Prairie Mortgage Company, an Illinois corporation

By: Kenneth B. Marshall
Kenneth B. Marshall, President

HUD U.S. Department of Housing and Urban Development

By: Dan Burke
Authorized Agent

Dan Burke
Director Chicago Multifamily Hub Office

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IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Loan Documents as of the date first written above.

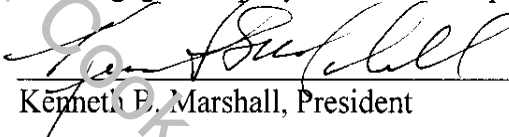
Borrower Bronzeville Associates Phase II Limited Partnership, an Illinois limited partnership

By: Grand Boulevard Housing II LLC, an Illinois limited liability company, its general partner

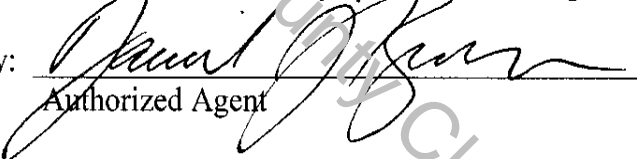
By: Peoples Co-Op for Affordable Elderly Housing, an Illinois not for profit corporation, its Manager

By: _____
Fred L. Bonner, Chief Executive Officer

Lender Prairie Mortgage Company, an Illinois corporation

By: 
Kenneth P. Marshall, President

HUD U.S. Department of Housing and Urban Development

By: 
Authorized Agent

Dan Burke
Director Chicago Multifamily Hub Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public, in and for the State aforesaid, on this day appeared Daniel J. Burke, who is personally well known to me to be the authorized agent of the Secretary of Housing and Urban Development, and the person who executed the foregoing instrument by virtue of the authority vested in him/her by the National Housing Act, as amended, and as such authorized agent, he/she did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Given under my hand and seal of office, this 20 day of November, 2014.

My commission expires:

Sharon A. King

Notary Public



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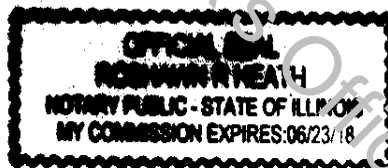
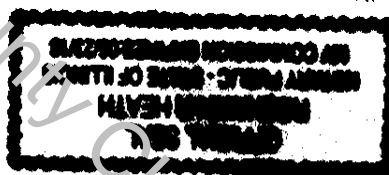
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State aforesaid, do hereby certify that Fred L. Bonner, personally known to me to be the Chief Executive Officer of Peoples Co-op for Affordable Elderly Housing, an Illinois not for profit corporation that is the manager ("Manager") of Grand Boulevard Housing II LLC, an Illinois limited liability company, the general partner ("General Partner") of Bronzeville Associates Phase II Limited Partnership, an Illinois limited partnership (the "Borrower"), 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 as such Chief Executive Officer, he signed and delivered the said instrument pursuant to authority granted by the board of directors of the Manager on behalf of the General Partner and the Borrower, as his free and voluntary act, and as the free and voluntary act and deed of said Manager, General Partner and Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this November 19, 2014.

Rachel B.

Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State aforesaid, does hereby certify that Kenneth B. Marshall, the President of Prairie Mortgage Company, an Illinois corporation ("Lender"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the Lender, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on November 19, 2014.



Notary Public

My Commission Expires: 8-15-2016

[SEAL]



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EXHIBIT 1

EXHIBIT A: INTIAL LEGAL DESCRIPTION

(SEE NEXT THREE PAGES FROM RECORDED SECURITY INSTRUMENT)

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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION
(Bronzeville Family Phase II)****PARCEL 1:**

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF VARIOUS LOTS, PARTS OF VACATED STREETS AND ALLEYS AND PART OF EAST 40TH STREET FALLING WITHIN A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF EAST 40TH STREET, SAID POINT BEING 47.10 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF EAST 40TH STREET WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 28 TO 39, INCLUSIVE IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST HALF OF BLOCK 5 AND THE WEST HALF OF BLOCK 6 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION; (THE NORTH LINE OF SAID EAST 40TH STREET HAVING A BEARING OF NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE OF EAST 40TH STREET, A DISTANCE OF 47.10 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF EAST 40TH STREET WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 28 TO 39, INCLUSIVE IN JOHN G. EARLE'S RESUBDIVISION, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND SAID WEST LINE EXTENDED OF SAID LOTS 28 TO 39, INCLUSIVE, (SAID LINE BEING ALSO THE EAST LINE OF A 12 FEET WIDE PUBLIC ALLEY), A DISTANCE OF 224.46 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE AND SAID SOUTH LINE EXTENDED OF SAID LOT 7, A DISTANCE OF 138.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND SAID WEST LINE EXTENDED NORTHERLY, OF SAID LOT 7 (BEING ALSO THE EASTERLY LINE OF S. DR. MARTIN LUTHER KING JR. DRIVE) A DISTANCE OF 109.73 FEET TO THE NORTHWEST CORNER OF BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED OF SAID BLOCK 5, A DISTANCE OF 266.42 FEET TO A POINT ON SAID LINE BEING 664.0 FEET, AS MEASURED ALONG SAID LAST DESCRIBED NORTH LINE, WEST OF THE NORTHEAST CORNER OF BLOCK 7 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST AT

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RIGHT ANGLES TO SAID LAST DESCRIBED LINE, A DISTANCE OF 20.0 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 316.71 FEET (THE EASTERLY EXTENSION OF SAID LAST DESCRIBED LINE INTERSECTS THE WESTERLY LINE OF SOUTH VINCENNES AVENUE AT A POINT BEING 18.0 FEET, AS MEASURED ALONG SAID WESTERLY LINE OF SOUTH VINCENNES AVENUE, NORTHERLY OF THE NORTHEAST CORNER OF BLOCK 7 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION); THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 151.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 160.84 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 07 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 156.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 82.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 17.54 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 55.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PARKING, DRIVEWAY, RESIDENTIAL AND LANDSCAPE PURPOSES, INGRESS AND EGRESS OVER A PORTION OF 40TH STREET AS FURTHER DESCRIBED IN AND PURSUANT TO THAT CERTAIN DECLARATION AND GRANT OF EASEMENT DATED APRIL 29, 1983 AND RECORDED AS DOCUMENT NO. 26661378 AND FILED AS LR3315079 IN COOK COUNTY, ILLINOIS BY AND BETWEEN THE CITY OF CHICAGO, AS GRANTOR, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1982, AND KNOWN AS TRUST NO. 56061, AS GRANTEE, COVERING THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF EAST 40TH STREET BEING 60 FEET IN WIDTH AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE, AND SAID LINE EXTENDED, OF BLOCKS 5, 6 AND 7 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE WEST LINE, EXTENDED SOUTH, OF LOT 28 IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST HALF OF BLOCK 5 AND THE WEST HALF OF BLOCK 6 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID, LYING WEST OF AND ADJOINING THE WESTERLY LINE OF SOUTH VINCENNES AVENUE AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 3, AFORESAID,

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ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1882 AS DOCUMENT NO. 424229, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

~~X~~ NON-EXCLUSIVE, PERPETUAL AND RECIPROCAL EASEMENTS FOR ACCESS, INGRESS AND EGRESS OVER ALL PAVED ACCESSWAYS; FOR THE PARKING OF PASSENGER AUTOMOBILES IN THE PARKING AREAS; AND UNDER AND ACROSS THOSE PARTS OF THE COMMON AREAS FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER MAINS, STORM DRAINS, SEWERS, TELEPHONE OR ELECTRICAL CONDUITS OR SYSTEMS, CABLE, GAS MAINS AND OTHER UTILITY FACILITIES; OF USE, WITH RESIDENTS AND GUESTS OF OTHER PARCELS, OF THE AMENITIES, AS SUCH AMENITIES ARE DEFINED OVER THE PROPERTY AS FURTHER DESCRIBED IN AND PURSUANT TO THAT CERTAIN DECLARATION OF CROSS EASEMENTS DATED AS OF JUNE 1, 2011 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 21, 2011 AS DOCUMENT NUMBER 1117218058 BY PAUL G. STEWART APARTMENTS ASSOCIATES, PHASE IV, AN ILLINOIS LIMITED PARTNERSHIP, COVERING THE REAL ESTATE FURTHER DESCRIBED IN SAID DECLARATION OF CROSS EASEMENTS.

PINs: Underlying PINs:
 20-03-205-032
 20-03-205-033
 20-03-205-035
 20-03-501-010-6001
 20-03-501-010-6002
 20-03-501-010-6003

New PINs:
 20-03-205-032
 20-03-205-037
 20-03-205-038
 20-03-501-012

Addresses: 420-424 East 40th Street
 440-444 East 40th Street
 Chicago, Illinois

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EXHIBIT 2

EXHIBIT A-1: AMENDED LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF VARIOUS LOTS AND PARTS OF VACATED STREETS AND ALLEYS FALLING WITHIN A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EAST 40TH STREET, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE OF EAST 40TH STREET WITH THE WEST LINE OF LOTS 28 TO 39, INCLUSIVE IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST HALF OF BLOCK 5 AND THE WEST HALF OF BLOCK 6 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION; (THE NORTH LINE OF SAID EAST 40TH STREET HAVING A BEARING OF NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 28 TO 39, INCLUSIVE, (SAID LINE BEING ALSO THE EAST LINE OF A 12 FEET WIDE PUBLIC ALLEY), A DISTANCE OF 164.58 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE AND SAID SOUTH LINE EXTENDED OF SAID LOT 7, A DISTANCE OF 138.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND SAID WEST LINE EXTENDED NORTHERLY, OF SAID LOT 7 (BEING ALSO THE EASTERLY LINE OF S. DR. MARTIN LUTHER KING JR, DRIVE) A DISTANCE OF 109.73 FEET TO THE NORTHWEST CORNER OF BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED OF SAID BLOCK 5, A DISTANCE OF 266.42 FEET TO A POINT ON SAID LINE BEING 664.0 FEET, AS MEASURED ALONG SAID LAST DESCRIBED NORTH LINE, WEST OF THE NORTHEAST CORNER OF BLOCK 7 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 316.71 FEET (THE EASTERLY EXTENSION OF SAID LAST DESCRIBED LINE INTERSECTS THE WESTERLY LINE OF SOUTH VINCENNES AVENUE AT A POINT BEING 18.0 FEET, AS MEASURED ALONG SAID WESTERLY LINE OF SOUTH VINCENNES AVENUE, NORTHERLY OF THE NORTHEAST CORNER OF BLOCK 7 IN SAID CLEAVER AND SHERMAN'S SUBDIVISION); THENCE SOUTH 00 DEGREES 00

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MINUTES 04 SECONDS WEST, A DISTANCE OF 151.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 160.84 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 07 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 156.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST, A DISTANCE OF 78.34 FEET TO THE NORTH LINE OF EAST 40TH STREET; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST ALONG SAID NORTH LINE OF EAST 40TH STREET, A DISTANCE OF 64.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PARKING, DRIVEWAY, RESIDENTIAL AND LANDSCAPE PURPOSES, INGRESS AND EGRESS OVER A PORTION OF 40TH STREET AS FURTHER DESCRIBED IN AND PURSUANT TO THAT CERTAIN DECLARATION AND GRANT OF EASEMENT DATED APRIL 29, 1983 AND RECORDED AS DOCUMENT NO. 26661378 AND FILED AS LR3315079 IN COOK COUNTY, ILLINOIS BY AND BETWEEN THE CITY OF CHICAGO, AS GRANTOR, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1982, AND KNOWN AS TRUST NO. 56061, AS GRANTEE, COVERING THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF EAST 40TH STREET BEING 60 FEET IN WIDTH AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE, AND SAID LINE EXTENDED, OF BLOCKS 5, 6 AND 7 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE WEST LINE EXTENDED SOUTH, OF LOT 28 IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST HALF OF BLOCK 5 AND THE WEST HALF OF BLOCK 6 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID, LYING WEST OF AND ADJOINING THE WESTERLY LINE OF SOUTH VINCENNES AVENUE AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 3, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1882 AS DOCUMENT NO. 424229, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE, PERPETUAL AND RECIPROCAL EASEMENTS FOR ACCESS, INGRESS AND EGRESS OVER ALL PAVED ACCESS WAYS; FOR THE PARKING OF PASSENGER AUTOMOBILES IN THE PARKING AREAS; AND UNDER AND ACROSS THOSE PARTS OF THE COMMON AREAS FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER MAINS, STORM DRAINS, SEWERS, TELEPHONE OR ELECTRICAL CONDUITS OR SYSTEMS, CABLE, GAS MAINS AND OTHER UTILITY FACILITIES; OF USE, WITH RESIDENTS AND GUESTS OF OTHER PARCELS, OF THE AMENITIES, AS SUCH AMENITIES ARE DEFINED OVER THE

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PROPERTY AS FURTHER DESCRIBED IN AND PURSUANT TO THAT CERTAIN DECLARATION OF CROSS EASEMENTS DATED AS OF JUNE 1, 2011 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 21, 2011 AS DOCUMENT NUMBER 1117218058 BY PAUL G. STEWART APARTMENTS ASSOCIATES, PHASE IV, AN ILLINOIS LIMITED PARTNERSHIP, COVERING THE REAL ESTATE FURTHER DESCRIBED IN SAID DECLARATION OF CROSS EASEMENTS.

PINS: 20-03-205-032, vol. 251
 20-03-205-037, Vol. 251
 20-03-205-038, Vol. 251
 20-03-501-012, Vol. 252

Commonly known as 420 E. 40th Street and 440 E. 40th Street, Chicago, Illinois

Property of Cook County Clerk's Office