Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1435618080 Fee: \$54.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 12/22/2014 03:14 PM Pg: 1 of 9

Report Mortgage Frand 800-532-8785

Accom. 11

The property identified as:

PIN: 17-07-223-017-0000

Address:

Street:

520 Marshfield avenue

Street line 2:

City: Chicago

Lender: First American Bank

Borrower: Esperanza Community Services

Loan / Mortgage Amount: \$284,400.00

State: IL This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 86B4160A-58B5-4AA4-AC05-B5CCB61C536B

Execution date: 12/04/2014

1435618080 Page: 2 of 9

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THIS INSTRUMENT WAS PREPARED BY AND AFTER **RECORDING RETURN TO:**

First American Bank PO Box 307 Hampshire, Illinois 60140

PERMANENT INDEX #:

17-07-223-017-0000 (Parcel 1)

17-07-223-018-0000 (Parcel 1) 17-07-223-020-0000 (Parcel 1)

13-22-410-032-0000 (Parcel 2)

13-22-410-033-0000 (Parcel 2)

13-23-300-030-0000 (Pricel 3) 17-07-224-031-0000 (Farcel 4)

17-07-224-032-0000 (Parcel 4)

17-07-224-030-0000 (Parcel 5) 17-07-224-029-0000 (Parcel 6)

13-26-309-020-0000 (Parcel 7)

STREET ADDRESS:

520 Marshfield Avenue

Chicago, IL 60622 (Parcel 1)

3422 N. Kildare

Chicago, IL (Parcel 2)

3900 W. Eddy

Chicago, IL (Parcel 3)

1618 W. Grand Avenue

Chicago, IL 60622 (Parcel 4)

1622 W. Grand Avenue

Chicago, IL 60622 (Parcel 5)

1624 W. Grand Avenue

Chicago, IL 60622 (Parcel 6)

2644 N. Avers Avenue

Chicago, IL 60622 (Parcel 7)



Ox Coop Colling Clarks

JUNIOR MORTGAGE

THIS MORTGAGE, made December 4, 2014, by and between Esperanza Community Services f/k/a Esperanza School Association of Chicago, an Illinois not-for-profit corporation (hereinafter referred to as "Mortgagor"), and First American Bank, an Illinois banking corporation (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of Two Hundred Eighty Four Thousand Four Hundred and No/100 Dollars (\$284,400.00), evidenced by the certain Promissory Note of even date herewith (the "Note"), made by Mortgagor dated December 4, 2014 between Mortgagor and Mortgagee, and made

-3-

shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a security agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Premises are located (hereinafter referred to as the "UCC") for the purpose of creating a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as defined in the UCC), securing the indebtedness and obligations of Mortgagor, and Mortgagee shall have in addition to its rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to the above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

Mortgage covenants (a) that it is lawfully seized of the Premises, (b) that the same are subject only to (i) the liens, encumbrances, conditions, restrictions, easements, leases, and other matters, rights or interests disclosed in Schedule B (or an equivalent section or portion) of the mortgage loan title insurance policy delivered to Mortgagee, and (ii) matters disclosed in writing by Mortgagor to Mortgagee, and (c) that it has good right, full power and lawful authority to convey and not gage the same and that it will forever defend the Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (except for mechanics' liens being contested in good faith and as to which ad quate reserves have been set aside in conformity with generally accepted accounting principles consistently maintained by Mortgagor); (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time all public improvements and any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of law, municipal ordinances, or reclictions of record with respect to the Premises and the use thereof; (f) make alterations in the Premises only in accordance with plans and specifications duly approved by Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning variation for ceclassification, without Mortgagee's written consent; (i) pay the indebtedness secured hereby when due according to the terms hereof or of the Loan Agreement and the Note.
- 2. Payment of Taxes. Mortgagor shall pay, before any penalty attaches (except to the extent diligently contested in good faith by appropriate proceedings and provided proper reserves are established on the books of Mortgagor), all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall furnish to Mortgagee paid tax receipts within sixty (60) days after the final due date of such taxes. Mortgagee reserves the right to require Mortgagor to make monthly deposits into an escrow account established and controlled by Mortgagee for the payment of taxes under terms and in an amount satisfactory to Mortgagee.
- 3. <u>Insurance</u>. Mortgagor shall cause all buildings and improvements now or hereafter situated on the Premises to be insured against loss or damage by fire and such other hazards as may be requested from time to time by Mortgagee, including, but not limited to, hazards ordinarily insured against by other companies similarly situated in operating like businesses and properties, and including comprehensive public liability insurance as required by Mortgagee and flood insurance if the Premises lie within an area designated by any government agency as a flood risk

-5-

- Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of 5. eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make the proceeds available for restoration or rebuilding of the Premises. Irrespective of whether such proceeds are made available for restoration or rebuilding, and irrespective of whether such proceeds are adequate for such purpose, the buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event said proceeds are made available for rebuilding or restoration, the proceeds of the award shall be disbursed in the manner and under the conditions that Mortgagee may require and paid out in the same manner as provided in Section 4 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. In such event, if the estimated cost to complete rebuilding or restoration exceeds the proceeds of the condemnation awards, Mortgagor immediately shall, on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such excess cost. Any surplus which may remain out of any such award after payment of such cost of building or restoration shall, at the option of Mortgagee, be applied in account of the indebtedness secured hereby or be paid to any party entitled thereto, without interest.
- 6. Effect of Extensions of Time. If the payment of the indebtedness secured hereby or any part thereof is extended or varied or if any part of any security for the payment of the indebtedness secured hereby is released or additional security is taken, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation, or taking of additional security or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, taking of additional security or release.
- any law of the state in which the Premises is located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or charge in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holders thereof, then, and in any event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor, provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days after the giving of such notice.
- Mortgage as Security. The proceeds of the loan secured hereby are to be distursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby to the same extent as though the Loan Agreement were fully incorporated in this Mortgage. In the event of any inconsistencies or conflicts between this Mortgage and the Loan Agreement, the terms of the Loan Agreement shall govern and control.
- 9. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of the landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax or any leases of the Premises or to protect the Premises and the lien of this Mortgage, shall be so much additional

-7-

Mortgage for such indebtedness or part thereof. In any civil action to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the order or judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such civil actions or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Section, and such expenses and fees as may be incurred in the protection of the Premises and maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, bankruptcy and appellate proceedings, or in preparations for the commencement or defense of any proceeding or threate red civil actions or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the rate of proceeding this Mortgage.

- 15. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all cuch items as are mentioned in Section 14 hereof; second, all other items which may under the terms hereof or the Loan Agreement constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as provided herein or in the Loan Agreement; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead, and Mortgagee or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of such period. The court from time to time may authorize the receiver to apply the net income in his hands to the payment in whole or in part of:

 (a) the indebtedness secured hereby, or by any judgment or order foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency
- Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole indebtedness secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agent or attorneys. In such event Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to

9

or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

- Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Sections 735 ILCS 5/15-1101 et seq., Illinois Compiled Statutes) (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 735 ILCS 5/15-1510 and 15-1512 of the Act, whether incurred before or any decree or judgment of foreclosure, and whether enumerated in Section 14 of this Mortgage, shall be adde 110 the indebtedness secured by this Mortgage or by the judgment of foreclosure.
- 21. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself, and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws as to all indebtedness secured by this Mortgage. Mortgagor does hereby expressly waive any and all rights of edemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1602 of the Act.
- 22. <u>Waiver of Notice</u>. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.
- 23. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgage shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, in accordance with the terms and conditions in the Note and the Loan Agreement, and including a reasonable fee to Mortgagee for the execution of such release.
- 24. <u>Filing and Recording Fees</u>. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.
- 25. Compliance With Laws. Except as disclosed in writing to Mortgagee on or before the date hereof, the Premises and its present use complies, and at all times shall comply, with all applicable laws and governmental regulations including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability. Except as disclosed in writing to Mortgagee on or before the date hereof, neither Mortgagor nor, to the best of Mortgagor's knowledge, any previous owner or occupier of the Premises, used, generated, stored or disposed of, on, under or about the Premises any Hazardous Materials. For purposes of this Mortgage, Hazardous Materials shall mean and include any hazardous substance, hazardous material, toxic substance, solid waste, or any pollutant or contaminant now or hereafter defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called applicable "Superfund" or "Superlien" or "Non-priority

-11-

insurance) or otherwise by attorneys approved by Mortgagee. Notwithstanding the foregoing, Mortgagee, in its discretion, may engage its own attorneys to resist or defend, or assist therein, and Mortgagor shall pay, or, on demand, shall reimburse Mortgagee for the payment of, the reasonable fees and disbursements of Mortgagee's attorneys.

27. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be given in person or by the mailing thereof by certified mail or on the first business day after it is sent via overnight delivery, in each case addressed to Mortgagor at: Esperanza Community Services, 520 N. Marshfield Avenue, Chicago, IL 60622 or to Mortgagee at: First American Bank, 1650 Louis Avenue, Elk Grove Village, Illinois 60007, or at such other place as any party hereto may by notice in writing designate as a place for service of notice.

28. Miscellaneous.

- (a) This Mor.gage, and all provisions hereof, shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named nerein, and the holder or holders, from time to time, of the Note. The word "indebtedness" when used herein shall include the principal sum evidenced by the Note, together with all interest, additional interest, and late charges thereon and other sums due thereunder and all other sums due to Mortgagee under the Loan Agreement or this Mortgage. The word "Note" when used herein shall include all extensions, renewals, refinancings, modifications, amendments, and replacements thereof.
- (b) In the event one or more of the provisions contained in this Mortgage or the Note or in any other security documents given to secure the payment of the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unerforceability shall, at the option of Mortgage, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or the ein. This Mortgage shall be construed and governed by the laws of the State of Illinois.
- (c) At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the indebtedness secured hereby provided, however, not withstanding anything to the contrary herein, the total aggregate indebtedness secured or this Mortgage shall not exceed an amount equal to two (2) times the face amount of the Note.
- (d) No offset or claim that Mortgagor now has or may have in the future against Mortgagoe shall relieve Mortgagor from paying any amounts due under the Note or from performing any other obligations contained herein or secured hereby.
- (e) Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as zoned for its present or intended use. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section shall be void.

1435618080 Page: 8 of 9

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-13-

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STATE OF ILLINOIS)) SS COUNTY OF (W))
I, NORDAN VAN REELL, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Joy Decker, personally known to me and known by me to be the Executive Director, of Esperanza Community Services in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said Esperanza Community Services, for the uses and purposes therein set forth. GIVEN under ply hand and Notarial Seal this fourth day of December, 2014
GIVEN under ply hand and Notatian Scar tims <u>routin</u>
Notary Public OFFICIAL SEAL JORDAN VAN BEEK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/05/15 My Commission Expires:
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1435618080 Page: 9 of 9

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-15-

PARCEL FOUR:

LOTS 33 AND 34 IN FORBES SUBDIVISION, PART OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION, SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS 17-07-224-031-0000 AND 17-07-224-032-0000 COMMONLY KNOWN AS 1618 W. GRAND AVENUE, CHICAGO, ILLINOIS

PARCEL FIVE:

LOT 35 IN EMBREF'S FIRST SUBDIVISION OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSFIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 17-07-224-030-0000 COMMONLY KNOWN AS 1622 W. GRAND AVENUE, CHICAGO, ILLINOIS

PARCEL SIX:

LOT 36 IN EMBREE'S SUBDIVISION OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 17-07-224-029-0000 COMMONLY KNOWN AS 1624 W. GRAND AVENUE, CHICAGO, ILLINOIS

PARCEL SEVEN:

LOT 5 IN BLOCK 17 IN PENNOCK IN SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THERE OF RECORDED NOVEMER 7, 1883 IN BOOK 18 OF PLATS PAGE 62, IN COOK COUNTY, ILLINOIS.

PIN: 13-26-309-020-0000

COMMONLY KNOWN AS: 2644 N. AVERS AVENUE CHICAGO, IL 60622