Prepared by and after recording return to: Scott H. Kenig, Esq. c/o Randall & Kenig LLP 455 N. Cityfront Plaza, Suite 2510 Chicago, Illinois 60611 File No. 10423.00200



Doc#: 1520519131 Fee: \$84.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds Date: 07/24/2015 12:36 PM Pg: 1 of 21

## AGREEMENT AND FOURTH MODIFICATION OF PROMISSORY NOTES AND RELATED LOAN DOCUMENTS

This Agreement and Fourth Mcd, fication of Promissory Notes and Related Loan Documents (this "Agreement") is made as of the 1<sup>st</sup> of "of May, 2015 by and among PROLOGUE, INC., an Illinois Not-For-Profit corporation ("Prologve") doing business at 1135 North Cleaver Street, Chicago, Illinois 60642 and Barrington Bank and Trust Company, N.A. located at 201 S. Hough Street, Barrington, Illinois 60010 ("Lender").

#### RECITALS:

#### I. The RLOC Loan

- A. On June 18, 2013, Prologue executed a Promissory Note (the "RLOC Note") to evidence a loan (the "RLOC Loan") from Lender to Prologue in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) payable to the order of and delivered to Lender in accordance with the terms and conditions of that certain Business Loan Agreement (the "RLOC Loan Agreement") between Prologue and Lender dated June 18, 2013.
- B. The RLOC Loan is secured by that certain mortgage (the "RLOC Mortgage") and Assignment of Rents (the "RLOC Assignment of Rents") each dated July 2, 2013 executed by Prologue and recorded on August 7, 2013 in the Cook County Recorder's Office as Document Nos. 1321955010 and 1321955011. The RLCO Mortgage encumbers the real property and improvements located at 13421 South Vernon, Chicago, Illinois 60827 and legally described on Exhibit A attached hereto (the "Vernon Property").
- C. The RLOC Loan is also secured by Prologue's pledge of a security interest in all of its business assets (the "Collateral") to Lender as evidenced by that certain Commercial Security

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Agreement (the "Security Agreement") dated June 18, 2013 executed by Prologue and perfected by that certain UCC-1 Financing Statement filed with the Secretary of State of Illinois on July 18, 2013 as File No. 18439867 (the "Financing Statement").

#### II. The Construction Loan

- D. July 2, 2013, Prologue executed a Promissory Note (the "Construction Note") to evidence a loan (the "Construction Loan") from Lender to Prologue in the original principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) payable to the order of and delivered to Lender in accordance with the terms and conditions of that certain Construction Loan Agreement (the "Construction Loan Agreement") between Prologue and Lender dated July 2, 2013.
- E. The Construction Loan is secured by that certain mortgage (the "Construction Mortgage") and Assignment of Rents (the "Construction Assignment of Rents") each dated July 2, 2013 executed by Prologue and recorded on September 5, 2013 in the Cook County Recorder's Office as Document Nos. 324257603 and 1324857604. The Construction Mortgage and Construction Assignment of Rents concumber the real property and improvements located at 3232 S. King Drive, Chicago, Illinois 60616 and legally described on Exhibit B attached hereto (the "King Drive Property").
  - F. The Construction Loan is also secured by the Security Agreement.
- G. Pursuant to the Cross-Collateralization provisions in the RLOC Mortgage and Construction Mortgage, the RLOC Loan is also secured by the Construction Mortgage and the Construction Loan is secured by the RLOC Mortgage.
- H. On April 15, 2014, Prologue and Lender executed that certain Loan Modification Agreement whereby, among other things, the maturity date of the RLOC Loan and Construction Loan were extended (the "First Modification").
- I. On or about August 28, 2014, Prologue and Lender executed that certain Agreement and Second Modification of Promissory Notes and Related Loan Documents whereby, among other things, the maturity date of the RLOC Loan and Construction Loan was extended to December 30, 2014 (the "Second Modification").
- J. On or about February 18, 2015, Prologue and Lender executed that certain Agreement and Third Modification of Promissory Notes and Related Loan Documents whereby, among other things, the maturity date of the RLOC Loan and Construction Loan was extended to April 15, 2014 (the "Third Modification").
- K. The RLOC Note, the RLOC Loan Agreement, the RLOC Mortgage, the RLOC Assignment of Rents, the Security Agreement, the Financing Statement, the Construction Note, the Construction Loan Agreement, the Construction Mortgage, the Construction Assignment of Rents,

the First Modification, the Second Modification, the Third Modification and any other document executed in connection therewith, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto are hereinafter collectively referred to as the "Loan Documents."

- L. The RLOC Note and Construction Note (collectively, the "Notes") are in default as a result of Prologue's failure to the pay the total outstanding indebtedness due and owing under Notes at maturity.
  - M. As of May 1, 2015, the following amounts were due and owing Lender under Notes:

Ć.	RLOC Note	<b>Construction Note</b>
Principal:	\$269,568.83	\$1,298,148.69
Interest:	1,400.26	4,444.36
Late Charges:	<u>259,89</u>	<u>229.88</u>
Total Due:	\$171,228.98	\$1,302,822.93
Per Diem Interest:	\$31.82	\$153.25

N. Prologue has requested that Lender extend the maturity dates of the Notes and Lender has agreed to do so subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Prologue and Lender agree as follows:

- 1. <u>Incorporation</u>. The Recitals to this Agreement are pully incorporated herein by this reference and shall have the same force and effect as though restated herein.
- 2. <u>Definitions</u>. All Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed to such terms in the Loan Documents.
- 3. <u>Condition Precedent</u>. As conditions precedent to Lender's agreement to the terms and conditions contained in this Agreement and Lender's execution thereof, Prologue shall: (i) pay all outstanding interest due and owing under the Notes; and (ii) procure releases of the following: (a) Second Mortgage Promissory Note dated April 2, 2012 and recorded as Document No. 1212110044; (b) Promissory Note dated April 2, 2012 and recorded as Document No. 1212110045; and (c) Second Mortgage-Trust Deed dated April 4, 2012 and recorded as Document No. 1210410061 in the form attached hereto as Exhibit C.
  - 4. <u>Modification of RLOC Note</u>. The RLOC Note is hereby modified as follows:
    - (a) The maturity date of "04-15-2015" contained in the highlighted portion of the

RLOC Note as previously amended is deleted and replaced with "11-15-2015".

(b) Paragraph 2 on Page 1 of the RLOC Note entitled **PAYMENT** is amended in its entirety to be and read as follows:

PAYMENT. Borrower will pay regular monthly payments of principal and interest on the 18<sup>th</sup> day of each calendar month commencing on June 18, 2014 in equal monthly installments of FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND 26/100 DOLLARS (\$4,135.26). Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest, then to principal, then to any late charges and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All unpaid outstanding principal plus all accrued interest shall be due on November 15, 2015.

- (c) In all other respects the RLOC Note shall remain in full force and effect as amended.
- 5. Modification of the RYC Mortgage. The RLOC Mortgage is hereby modified as follows:
  - (a) The definition of **Note** contained on Page 12 of the RLOC Note Mortgage is amended in its entirety to be and read as foil ws:

Note. The word "Note" means the promissory note dated June 18, 2013 in the original principal amount of \$300,000.00 from Grantor to Lender together with all renewals of, execusions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal talarce of the Note will be calculated using a rate of 1.000 percentage points over the Index, resulting in an initial rate of 4.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: regular monthly payments of principal and interest on the 18th day of each calendar month commencing on June 18, 2014 in equal monthly installments of FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND 26/100 DOLLARS (\$4,135.26) with all unpaid outstanding principal plus all accrued interest shall be due on November 15, 2015. If the index increases, the payments tied to the index, and therefore, the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the

commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is November 15, 2015. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

- (b) In all other respects, the RLOC Mortgage shall remain in full force and effect as amended.
- 6. <u>Modification of RLOC Assignment of Rents</u>. The RLOC Assignment of Rents is hereby modified as follows:
  - (a) The definition of **Note** contained on Pages 7 and 8 of the RLOC Assignment of Rents is amended in its entirety to be and read as follows:

Note. The word "Note" means the promissory note dated June 18, 2013 in the criginal principal amount of \$300,000.00 from Grantor to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or greement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 1.000 percentage points over the Index, resulting in an initial rate of 4.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: regular monthly payments of principal and interest on the 18th day of each calendar month commencing on June 18, 2014 in equal monthly installments of FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND 20/100 DOLLARS (\$4,135.26) with all unpaid outstanding principal blus all accrued interest shall be due on November 15, 2015. If the incex increases, the payments tied to the index, and therefore, the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be more than the maximum rate allowed by applicable law.

(b) In all other respects, the RLOC Assignment of Rents shall remain in full force and effect as amended.

- 7. Modification of the Construction Note is hereby modified as follows:
  - (a) The maturity date of "04-15-2015" contained in the highlighted portion of the Construction Note as previously amended is deleted and replaced with "11-15-2015".
  - (b) Paragraph 2 on Page 1 of the Construction Note entitled **PAYMENT** is amended in its entirety to be and read as follows:

PAYMENT. Borrower will pay regular monthly payments of principal in the amount of Seven Thousand and No/100 Dollars (\$7,000.00) plus interest on the 18th day of each calendar month commencing on May 18, 2015. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest, then to principal, then to any late charges and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown or at such other place as Lender may designate in writing. All unpaid outstanding principal plus all accrued interest shall be due on November 15, 2015

- (c) In all other respects the Construction Note shall remain in full force and effect as amended.
- 8. Acknowledgment of Indebtedness. That on and as of the date hereof: (i) Prologue is indebted to Lender in the amounts set forth in Recital M as to the RLOC Note and the Construction Note; (ii) all such amounts remain outstanding and unpaid; (iii) all such amounts are due and payable in full, without offset, deduction or counterclaim of any kind or character whatsoever, but are subject to increase, decrease or other adjustment as a result of any additional interest, costs and attorneys' fees accrued or incurred and any payments made in connection with the performance of this Agreement or the Loan Documents.
- 9. Acknowledgment that Liabilities Continue in Full Force and Effect. That the obligations under the RLOC Loan and Construction Loan (collectively, the "Loans") and all other respective liabilities and obligations of Prologue to Lender under the Loans and all other controlling Loan Documents shall remain in full force and effect, and shall not be released, impaired diminished or in any other manner modified or amended as a result of the execution and delivery of this Agreement or by the agreements or undertakings of the parties except as otherwise specifically amended or provided herein.

### 10. Relief from Stay in Bankruptcy and Statutory Rights.

(a) For and in consideration of the covenants and agreements contained herein, Prologue hereby consents and agrees that it shall not seek, sue for, or avail itself of any automatic stay granted pursuant to 11 U.S.C. §362 and waive any objections or defenses thereto, and agree not to seek, sue for, or avail itself of any alternative stay or injunction whether under 11 U.S.C. §105 or otherwise.

In addition, if any such stay or injunction has been granted, whether heretofore or hereinafter, either party benefitted thereby consents and agrees to the termination of such stay or injunction.

- (b) Prologue hereby represents and warrants that it has no present intention to currently file and further agrees not to file for a period of ninety (90) days after the date of this Agreement a voluntary petition for bankruptcy under any chapter of the Bankruptcy Code, or any other proceeding to liquidate, reorganize or rehabilitate any party comprising Prologue under any state or other federal law or under any law of any foreign jurisdiction (hereinafter collectively referred to as an "Insolvency Proceeding"). Any bankruptcy petition or any other action taken by any party comprising Prologue to stay, condition, or inhibit the Lender from exercising its rights and remedies under this Agreement and the Loan Documents are hereby admitted by Prologue to be in bad faith and Prologue hereby acknowledges and agrees that the Lender would have just cause to seek, without interference from Prologue, in any bankruptcy case filed by any party comprising Prologue: (i) dismissal or conversion of the bankruptcy case and (ii) relief from the automatic stay under section 362 of the Bankruptcy Code.
- Prologue here oy agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including Lender's forbearance from exercising its rights and remedies otherwise available to it, the receipt and sufficiency of which are hereby acknowledged, in the event that Prologue shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief, issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, then Lender shall, subject to court approval, thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided herein and as otherwise provided by lavend shall be free to pursue foreclosure and other remedies under this Agreement or the Loan Documents with respect to any collateral securing the Loans and no party comprising Prologue shall contest or cause another party to contest any motion for relief from the automatic stay which may be filed by the Lender; (ii) no party comprising Prologue shall seek to modify, impair or limit the rights and remedies of the Lender under sections 11 U.S.C. §506(c) or §552(b), or otherwise; and (iii) Prologue agrees that the Lender would be a "party in interest" as that term is used in section 11 U.S.C. §1109 in any bankruptcy case of any Prologue or any direct or indirect subsidiary or affiliate of any Prologue and the Lender may raise and may appear and be heard on any issue in such bankruptcy case.
- 11. General Representations and Warranties. Prologue hereby represents and warrants that: (i) the Loan Documents are fully enforceable in accordance with their terms; (ii) the Loan

Documents constitute legal, valid and binding obligations of Prologue; and (iii) the liens and security interests granted under the Loan Documents are duly perfected in accordance with applicable law.

- 12. Reaffirmation and Ratification by Borrower. Prologue hereby ratifies, confirms and adopts its liabilities, obligations and agreements under the Notes and the Loan Documents, and the liens and security interests created thereby and acknowledge that it has no defenses, claims or set-offs to the enforcement by Lender of its respective obligations and liabilities as borrower under the Notes and Loan Documents. Prologue hereby consents to this Agreement and to the execution and delivery to Lender of this Agreement.
- 13. Fees. Prologue agrees to pay or reimburse Lender for all reasonable costs and expenses of seeking advice in regard to negotiating, documenting, enforcing or preserving Lender's rights under the Loan Documents, this Agreement or any document or instrument executed in connection herewith or therewith (including, without limitation, attorneys' fees). All of such costs and expenses shall be included in the Notes.
- 14. <u>Time is of the Essence</u>. Time is of the essence of the payment of all amounts due pursuant to the terms of this Agreement and performance and observation by Prologue of each covenant, agreement, provision and term of this Agreement.
- 15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
- 16. <u>Construction</u>. This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Prologue and Lender have contributed substantially and materially to the preparation of this Agreement, and Prologue and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Agreement.
- 17. **Gender**. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine, and neuter genders, and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- 18. Entire Agreement. Prologue and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement and the documents executed in connection herewith, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Prologue and Lender.
- 19. <u>Authority</u>. The execution and delivery of this Agreement and the performance of its obligations hereunder are within Prologue's respective powers and authority, have been duly authorized by all necessary action and do not and will not contravene or conflict with Prologue's

articles of incorporation or by-laws. This Agreement has been duly executed and delivered by Prologue and constitutes the legal, valid and binding obligation of Prologue enforceable against Prologue in accordance with its terms. No consent, order, qualification, validation, license, approval or authorization of, or filing, recording, registration or declaration with, or other action in respect of, any governmental body, authority, bureau or agency or other person is required in connection with the execution, delivery or performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

- 20. <u>Successors and Assigns</u>. Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of Prologue and Lender and their respective successors, assigns, grantees, he is executors, personal representatives, and administrators.
- 21. Consent. Prologue acknowledges that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with the same, that the terms and provisions contained herein are clearly understood and have been fully and unconditionally consented to by it, and that Prologue has had full benefit and advice of counsel of its selection, or the opportunity to obtain the benefit and advice of counsel of its selection, in regard to understanding the terms, meaning, and effect of this Agreement, and that Prologue has full power and authority to enter into this Agreement and this Agreement has been entered into by Prologue freely, voluntarily, with full knowledge, and without duress, and that is executing this Agreement, Prologue is relying on no other representations, either written or oral, excress or implied, made to Prologue by any other party hereto, and that the consideration received by Prologue hereunder has been actual and adequate.
- Waiver and Release. As additional consideration for Lender's agreement to enter into this Agreement, Prologue hereby waives any defenses it may have to Lender's enforceability of the Loan Documents including, but not limited to, any defense based on breach of the implied duty of good faith and fair dealing and Prologue further releases at d forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever including, but not limited to, any breach of the implied duty of good faith and fair dealing, which Prologue may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Loan Decuments, this Agreement, and any document related thereto, including, but not limited to, all such loss of damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date of this Agreement.
- 23. <u>Counterparts</u>. It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.
  - 24. **No Impairment.** Nothing contained herein shall be deemed to or shall in any manner

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prejudice or impair, or act as a release or relinquishment of, any lien, security interest or assignment granted to and/or held by the Lender in connection with the Loan Documents. Except as otherwise expressly provided herein, the execution hereof by the Lender does not, and shall not be deemed to, constitute a waiver, limitation or modification of any of the Lender's rights or remedies under the Loan Documents, or applicable law, all of which the Lender hereby expressly reserves.

25. <u>Subordination of debt</u>. Prologue agrees that all outside debt shall be subordinate to the payment of all amounts due and owing or coming due under the Notes specifically including, without limitation: (i) payments of interest and principal under the Notes, (ii) payments of insurance proceeds and condemnation, eminent domain or similar awards to be paid to or for the benefit of Leader under the terms of any of the Loan Documents, and (iii) Lender's interest in all rents, issues and profits from the Vernon Property or King Drive Property.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in manner and in form sufficient to bind them, as of the day and year first above written.

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**BORROWER:** 

PROLOGUE, INC., an Illinois Not-For-

Profit corporation

By:

Vancy E ackson

Its:

**Executive Director** 

 $R_{V}$ 

Ky 4 S.G. Payne

Its:

President

LENDER:

BARRINGTON BANK AND TRUST COMPANY, N.A.

By:

Hany Morsy

Its:

Vice President

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STATE OF ILLINOIS	)	
	) SŞ	
COUNTY OF COOK	)	

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy E. Jackson, as Executive Director of Prologue, Inc., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrume tin her capacity as Executive Director of Prologue, Inc. as her free and voluntary act, and as the free and voluntary act of Prologue, Inc. for the uses and purposes therein set forth.

Given under my hand and official seal this \st day of May, 2015.

Notary Public Commission expires 3-24-10/9 OFFICIAL SEAL
CEDELLA QUINTEY
Notary Public - State of Minele
My Commission Expires Mar 34, 2010

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kyra S.G. Payne, as President of Prologue, Inc., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and derivered the said instrument in her capacity as President of Prologue, Inc. as her free and voluntary act, and as the free and voluntary act of Prologue, Inc. for the uses and purposes therein set forth.

Given under my hand and official seal this 15+ day of May, 2015.

OFFICIAL SEAL
CEDELLA QUINTEY
Notary Public - State of Minois
by Commission Expires Mar 24, 2019

lotary Public

Commission expires

3-24-2019

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STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hany Morsy, vice president of Barrington Bank and Trust Company, N.A., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity as vice president of Barrington Bank and Trust Company, N.A., as his free and voluntary act, and as the free and voluntary act of Barrington Bank and Trust Company, N.A., for the uses and purposes therein set forth.

Given under my hand and official seal this | day of May, 2015.

OFFICIAL SEAL SHARON KATZ

Notary Public
TZ Commission expires

County Clark's Office

NOTARY PUILLIC - STATE OF ILLINOIS MY COMMISSION E PIRES:12/19/16

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#### **EXHIBIT A**

(Vernon Property)

#### PARCEL 1:

LOTS 1 TO 8 INCLUSIVE IN BLOCK 7 IN MARKET ADDITION TO RIVERDALE, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 NORTH OF CALUMET RIVER SECTION 24, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 11 TO 16 INCLUSIVE IN BLOCK 1 IN MARKET ADDITION TO RIVERDALE, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 NORTH OF CALUMET RIVER SECTION 24, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 7 AND 8 IN MARYLAND MANOY, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PIN Nos.: 25-34-303-005-0000; 25-34-303-006-0000; 25-34-303-007-0000; 25-34-303-008-0000; 25-34-303-009-0000; 25-34-307-001-0000; 25-34-307-002-0000; 25-34-307-003-0000; 25-34-307-004-0000; 25-34-307-005-0000; 25-34-307-006-0000, 25-34-307-007-0000; 25-34-307-008-0000; 25-34-315-001-0000; and 25-34-315-002-0000. 750/1/C0

Commonly known as 13421 S. Vernon, Chicago, Illinois 60827

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#### EXHIBIT B

(King Drive Property)

#### PARCEL 1:

LOTS 32 TO 38 INCLUSIVE AND THE SOUTH 9 FEET 9 3/4 INCHES OF LOT 39 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 TO 6 IN S.O. WEEKLY'S SUBDIVISION OF LOTS 27 TO 31 IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERITIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 25 AND 26 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PIN Nos.: 17-34-113-019-0000; 17-34-113-020-0000; 17-34-113-023-0000, 17-34-113-024-0000, 17-34-113-025-0000; 17-34-113-026-0000; 17-34-113-027-0000, 17-34-113-029-0000, 17-34-113-030-0000, 17-34-113-034-0000. Copy Office

Common address: 3232 S. King Drive, Chicago, Illinois 60616



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#### **EXHIBIT C**

(Form of Releases)

See Attached

Property of Cook County Clark's Office

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nd in consideration reof is hereby acknessors and assigns rough or by that can tof Two Hundred tounty in the State of the	of the sum of one nowledged, do herely, all the right, title, ertain Second Morthousand and No/Thousand and No/Thousand and No/Thousand and No/Thousand and No/Thousand and No/Thousand April 2	dollar, and for other goo by remise, release, conve- interest, claim or deman tgage Promissory Note to 100 Dollars (\$200,000.00
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vileges thereunto b	pelonging or apperta	aining.
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	4	,
May, 2015.		
Jame	es K. O'Neal	<u> </u>
	reof is hereby acking essors and assigns rough or by that control Two Hundred ounty in the State County of Cook,  THE SOUTH 9 ON OF THE SOUTH 9 ON OF THE SOUTH 9 ON COUNTY,  vileges thereunto be recommended to the county of Cook,	NTS, that James K. O'Neal and E. Dand in consideration of the sum of one reof is hereby acknowledged, do here essors and assigns, all the right, title, rough or by that certain Second Morat of Two Hundred Thousand and Notiounty in the State of Illinois on April County of Cook, State of Illinois, to THE SOUTH 9 FEET 9 3/4 INCON OF THE SOUTH ½ OF THE 134, TOWNSHIP 39 NORTH, RANDOK COUNTY, ILLINOIS.  Vileges thereunto belong ang or appertuer Luther King Drive, Chicago, Illinois May, 2015.  James K. O'Neal

E. Dawn Griffin-O'Neal

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	) ) SS	
COUNTY OF COOK	) 33	
persons whose names are sub	, a Notary Public in and for the said County, in the State aforesaid, Enes K. O'Neal and E. Dawn Griffin-O'Neal, personally known to me to be to scribed to the foregoing instrument, appeared before me this day in person, and, sealed and delivered the said instrument as their free and voluntary act, to set forth.	nd
Given under my hand and of	ficial seal this day of May, 2015.	
	Notary Public	
	Commission expires	
This instrument was prepare and after recording, return 'o		
Scott H. Kenig, Esq. Randall & Kenig LLP 455 N. Cityfront Plaza Drive NBC Tower Suite 2510 Chicago, Illinois 60611	Ox Coop	
	Ox Cook Colling Clark's Ox	

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#### RELEASE OF SECOND MORTGAGE-TRUST DEED BY INDIVIDUALS

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

### KNOW ALL ME BY THESE

PRESENTS, that James K. O'Neal and E. Dawn Griffin-O'Neal, of the County of Cook and State of Illinois, for and in consideration of the sum of one dollar, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit claim unto Prologue, Inc., its successors and assigns, all the light title, interest, claim or demand whatsoever they may have acquired in, through or by that certain Second Mortgage-Trust Deed to secure a loan in the original principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) recorded in the Recorder's Office of Cook County in the State of Illinois on April 13, 2012 as Document No. 1210410061 to the premises situated in the County of Cook, State of Illinois, to wice

#### PARCEL 1:

LOTS 32 TO 38 INCLUSIVE AND THE SOUTH 9 FEET 9 3/4 INCHES OF LOT 39 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 TO 6 IN S.D. WEEKLY'S SUBDIVISION OF LOTS 27 TO 31 IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 25 AND 26 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

together with all the appurtenances and privileges thereunto belonging or appertaining.

Commonly known as: 3232 S. Martin Luther Luther King Drive, Chicago, Illinois 60616

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PIN No.: 17-34-113-019-0000; 17-34-113-020-0000; 17-34-113-023-0000, 17-34-113-024-0000, 17-34-113-025-0000; 17-34-113-026-0000; 17-34-113-027-0000, 17-34-113-029-0000, 17-34-113-030-0000, 17-34-113-034-0000.

Witness my hand and seal, this day of Ma	ау, 2015.
	James K. O'Neal
	E. Dawn Griffin-O'Neal
000	
STATE OF ILLINOIS )	
COUNTY OF COOK SS	
DERED I CERTIFY that James K. O'Neahand	blic in and for the said County, in the State aforesaid, DO E. Dawn Griffin-O'Neal, personally known to me to be the coing instrument, appeared before me this day in person, and cred the said instrument as their free and voluntary act, for
Given under my hand and official seal this	_day of May, 2015.
	New P. H.
	Notary Public  Commission expires
This instrument was prepared by and after recording, return to:	75
Scott H. Kenig, Esq. Randall & Kenig LLP 455 N. Cityfront Plaza Drive NBC Tower Suite 2510	Commission expires

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RELEASE	OF	<b>PROMISSORY</b>	NOTE
BY INDIVID			

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FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

KNOW ALL WE' BY THESE PRESENTS, that James K. O'Neal and E. Dawn Griffin-O'Neal, of the County of Cook and State of Illinois, for and in consideration of the sum of one dollar, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit claim unto Prologue, Inc., its successors and assigns, all the light title, interest, claim or demand whatsoever they may have acquired in, through or by that certain Promissory Note to secure a loan in the original principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) recorded in the Recorder's Office of Cook County in the State of Illinois on April 30, 2012 as Documera No. 1212110045 to the premises situated in the County of Cook, State of Illinois, to wit:

#### PARCEL 1:

LOTS 32 TO 38 INCLUSIVE AND THE SOUTH 9 FEET 9 3/4 INCHES OF LOT 39 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

together with all the appurtenances and privileges thereunto belonging or appertaining.

Commonly known as: 3232 S. Martin Luther Luther King Drive, Chicago, Illinois 60616

PIN No.: 17-34-113-034-0000.

Witness my hand and seal, this \_\_\_\_ day of May, 201

5.	Co
James K. O'Neal	
E. Dawn Griffin-O'Neal	

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
COUNTY OF COOK	) SS )	
persons whose names are subscrit	bed to the foreg sealed and deliv	blic in and for the said County, in the State aforesaid, DO E. Dawn Griffin-O'Neal, personally known to me to be the going instrument, appeared before me this day in person, and wered the said instrument as their free and voluntary act, for
Given under my hand and officia	ıl seal this	_ day of May, 2015.
$\Diamond$		N.A. D.H.
		Notary Public
		Commission expires
This instrument was prepared by		
Scott H. Kenig, Esq. Randall & Kenig LLP 455 N. Cityfront Plaza Drive NBC Tower Suite 2510 Chicago, Illinois 60611	Coop	County Clark's Office

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