

# UNOFFICIAL COPY

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return to:

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/08/2015 03:01 PM Pg: 1 of 14

## MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 31<sup>st</sup> day of July, 2015, by and among 1001 W. EXCHANGE, LLC, an Illinois limited liability company ("Borrower"), MIDWEST TRUCK & AUTO PARTS, INC., an Illinois corporation ("Guarantor"), and BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, its successors and assigns ("Lender").

### RECITALS:

A. Lender has heretofore extended to Borrower a loan in the original principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "Loan"), which Loan was evidenced by that certain Promissory Note dated as of September 10, 2001 executed by Borrower and made payable to the order of Lender in the original principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (as heretofore amended, restated, modified or supplemented, the "2001 Note").

B. Lender has heretofore extended to 4200 S. Morgan, LLC, an Illinois limited liability company ("4200 S. Morgan"), a loan in the original principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "4200 S. Morgan Loan"), which 4200 S. Morgan Loan was evidenced by that certain Substitute Promissory Note dated as of September 10, 2001 executed by 4200 S. Morgan and made payable to the order of Lender in the original principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (as heretofore amended, restated, modified or supplemented, the "2001 4200 S. Morgan Note").

C. The Loan and the 4200 S. Morgan Loan were originally secured by, among other things, (i) that certain Mortgage and Security Agreement dated as of September 10, 2001 made by Borrower in favor of Lender and recorded with the Recorder's Office of Cook County, Illinois (the "Recorder's Office") on September 19, 2001 as Document Number 0010869823 (as heretofore amended, restated, modified or supplemented, the "2001 Mortgage"), which 2001 Mortgage encumbered the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), (ii) that certain Assignment of Rents and Lessor's Interest in

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Leases dated as of September 10, 2001 made by Borrower in favor of Lender and recorded with the Recorder's Office on September 19, 2001 as Document Number 0010869824 (as heretofore amended, restated, modified or supplemented, the "2001 Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated as of September 10, 2001 made by Borrower in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Environmental Indemnity"), and (iv) certain other loan documents.

D. The Loan and the 4200 S. Morgan Loan are further secured by that certain Corporate Guaranty dated as of September 10, 2001 from Guarantor to Lender, as amended from time to time (as amended, and as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Guaranty").

E. Borrower has heretofore executed and delivered to Lender that certain Substitute Promissory Note dated as of July 31, 2008 executed by Borrower and made payable to the order of Lender in the principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (as heretofore amended, restated, modified or supplemented, the "Existing Note"), which Existing Note amended and restated the 2001 Note in its entirety. Concurrently and in connection therewith, (i) Borrower executed and delivered to Lender that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 31, 2008 made by Borrower in favor of Lender and recorded with the Recorder's Office on August 25, 2008 as Document Number 0823833134 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the Property and amended and restated the 2001 Mortgage in its entirety, (ii) Borrower executed and delivered to Lender that certain Amended and Restated Assignment of Rents and Leases dated as of July 31, 2008 made by Borrower in favor of Lender and recorded with the Recorder's Office on August 25, 2008 as Document Number 0823833135 (as amended, restated, modified or supplemented and in effect from time to time, the "Assignment of Leases"), which Assignment of Leases amended and restated the 2001 Assignment of Leases in its entirety, (iii) Borrower executed and delivered to Lender that certain Reaffirmation of Environmental Indemnity Agreement dated as of July 31, 2008 made by Borrower in favor of Lender, and (iv) Guarantor executed and delivered to Lender that certain Second Amendment to Corporate Guaranty and Subordination Agreements dated as of July 31, 2008 made by Guarantor in favor of Lender. The Note (as hereinafter defined), the Mortgage, the Assignment of Leases, the Environmental Indemnity, the Guaranty, the Subordination Agreement (as hereinafter defined), this Agreement and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, restated, modified or supplemented and in effect from time to time, are sometimes collectively referred to herein as the "Loan Documents".

F. 4200 S. Morgan has heretofore executed and delivered to Lender that certain Substitute Promissory Note dated as of July 31, 2008 executed by 4200 S. Morgan and made payable to the order of Lender in the principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (as heretofore amended, restated, modified or supplemented, the "Existing 4200 S. Morgan Note"), which Existing 4200 S. Morgan Note amended and restated the 2001 4200 S. Morgan Note in its entirety, and certain other loan documents evidencing, securing and guarantying the 4200 S. Morgan Loan (as amended, restated, modified or supplemented and in effect from time to time, the "4200 S. Morgan Loan Documents").

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G. Borrower and Lender have heretofore entered into that certain Allonge and First Amendment to Substitute Promissory Note dated as of May 18, 2009, pursuant to which the Existing Note was amended in certain respects.

H. 4200 S. Morgan and Lender have heretofore entered into that certain Allonge and First Amendment to Substitute Promissory Note dated as of May 18, 2009, pursuant to which the Existing 4200 S. Morgan Note was amended in certain respects.

I. Concurrently herewith, (i) Borrower is executing and delivering to Lender that certain Amended and Restated Promissory Note dated as of even date herewith executed by Borrower and made payable to Lender in the principal amount of Nine Hundred Fifteen Thousand Eight Hundred Sixty-One and No/100 Dollars (\$915,861.00), which is the current principal balance of the Loan (as amended, restated, modified or supplemented and in effect from time to time, the "Note"), which Note amends and restates the Existing Note in its entirety, and (ii) 4200 S. Morgan is executing and delivering to Lender that certain Amended and Restated Promissory Note dated as of even date herewith executed by 4200 S. Morgan and made payable to Lender in the principal amount of Nine Hundred Fifteen Thousand Eight Hundred Sixty-One and No/100 Dollars (\$915,861.00), which is the current principal balance of the 4200 S. Morgan Loan (as amended, restated, modified or supplemented and in effect from time to time, the "4200 S. Morgan Note"), which 4200 S. Morgan Note amends and restates the Existing 4200 S. Morgan Note in its entirety.

J. Borrower, Guarantor and Lender desire to amend the Loan Documents as more specifically set forth below.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 **References to the Notes.** Any and all references in the Mortgage and the Assignment of Leases to the "Note" shall mean and refer to the Note, and any and all references in the Mortgage and the Assignment of Leases to the "Notes" shall be deemed to mean and collectively refer to the Note and the 4200 S. Morgan Note. The Mortgage and the Assignment of Leases shall continue to secure the Note, the Loan, the 4200 S. Morgan Note and the 4200 S. Morgan Loan.

2 **Maturity Date.** Any and all references in the Mortgage to the "final maturity" of the Loan or the Note, the "final maturity" of the 4200 S. Morgan Loan or the 4200 S. Morgan Note, or to "July 31, 2015" shall be deemed to mean and refer to July 31, 2022.

3 **Lease of Premises.** Section 16 of the Mortgage is hereby amended and restated in its entirety to read as follows:

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16. Lease of Premises.

The Mortgagor hereby represents and warrants that as of the date hereof, there is a valid and enforceable Lease of the Premises with Midwest Truck & Auto Parts, Inc., an Illinois corporation, which expires no sooner than October 31, 2022.

4 **References to “Make Whole Costs”.** Any and all references to “Make Whole Costs” in the Mortgage shall be deemed to mean and refer to the prepayment fee described in Section 5 of the Note.

5 **Lender’s Notice Address.** The Lender’s notice address set forth in Section 27 of the Mortgage is hereby amended and restated to read as follows:

|               |   |
|---------------|---|
| To the Lender | Bank of America, N.A.<br>Doc Retention – GCF<br>Mailcode: CT2-515-BB-03<br>70 Batterson Park Road<br>Farmington, CT 06032 |
|---------------|---|

6 **Amendment to Other Loan Documents.** The other Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

7 **Modification and Reaffirmation of Guaranty.**

(a). Any and all references in the Guaranty to the “Notes” shall be deemed to refer to the Notes, and any and all references in the Guaranty to the “Loan Documents” shall be deemed to refer to the Loan Documents and the 4200 S. Morgan Loan Documents.

(b). Notwithstanding anything to the contrary contained in the Guaranty, Guarantor shall not be deemed to be a guarantor of any Swap Obligations (as defined below) to the extent that the providing of such guaranty by Guarantor would violate the Commodity Exchange Act by virtue of Guarantor’s failure to constitute an “eligible contract participant” as defined in the Commodity Exchange Act at the time such guaranty becomes effective with respect to such Swap Obligations. “Commodity Exchange Act” means 7 U.S.C. Section 1 et seq., as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto. “Swap Obligations” shall mean all obligations of the Borrower and 4200 S. Morgan arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Borrower or 4200 S. Morgan and the Lender.

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(c). Guarantor ratifies and affirms the Guaranty, as amended hereby, and agrees that the Guaranty, as amended hereby, is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty, as amended hereby, continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms, and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty, as amended hereby. Guarantor further represents, warrants and covenants to Lender that: (i) it is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Documents, as modified hereby, (ii) the execution and delivery of this Agreement and the performance of the Loan Documents, as modified hereby, have been duly authorized by all requisite action by or on behalf of Guarantor, and (iii) this Agreement has been duly executed and delivered on behalf of Guarantor.

8 **Reaffirmation of Environmental Indemnity.** Borrower hereby (i) reaffirms its obligations under the Environmental Indemnity in all respects and agrees that such obligations continue in full force and effect with respect to the obligations of the Borrower to Lender under the Loan Documents, as amended through the date hereof, and (ii) agrees that any and all references in the Environmental Indemnity to the "Note" shall be deemed to mean and refer to the Note.

9 **Reaffirmation of Lease Subordination Agreements.** Guarantor hereby reaffirms its obligations under that certain Subordination, Nondisturbance and Attornment Agreement dated as of September 10, 2001 by and between Guarantor and Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Subordination Agreement"), and agrees that (i) any and all references in the Subordination Agreement to "Security Instrument" shall be deemed to mean and refer to the Mortgage, as amended hereby, and as may be further amended, restated, modified or supplemented and in effect from time to time, and (ii) any and all references in the Subordination Agreement to the "Lease" shall be deemed to mean that certain Lease dated August 1, 2008 and any amendments and modifications thereto. Guarantor represents and warrants that (i) no event of default has occurred under the Lease (as defined therein), (ii) the copies of the Lease and amendments heretofore delivered to Lender are true, correct and complete and the Lease has not been otherwise assigned, modified, supplemented or amended in any way, (iii) the Lease is in full force and effect and Guarantor has no defenses, set-off rights or counterclaims against Borrower arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Guarantor, Borrower and 4200 S. Morgan, and (iv) all rent and other charges due and payable under the Lease have been paid through the date hereof and no rent or other charges payable under the Lease have been paid in advance of the due date therefor. Guarantor hereby agrees that the Subordination Agreement, as amended hereby, shall continue in full force and effect.

10 **Limited Amendment; Ratification.** This Agreement is given solely to amend the Loan Documents as set forth herein. No further amendment or modification is made or intended, and the terms and provisions of the Loan Documents, except as expressly modified herein, continue in full force and effect after the date hereof. The warranties, representations,

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covenants and agreements contained in the Loan Documents, as herein expressly amended, are hereby specifically reaffirmed and remade by Borrower and Guarantor and each Loan Document, as herein expressly amended, is hereby ratified, approved and confirmed in every respect.

11 **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a). There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(b). There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(c). As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(d). Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

12 **Costs and Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender all out-of-pocket costs and expenses incurred by Lender in connection with the preparation and execution of this Agreement, including, without limitation, recording fees, tract search fees, and attorneys' fees and expenses.

13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14 **Entire Agreement.** Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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15 **Borrower Not a Joint Venturer or Partner.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

16 **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, substitutes and assigns.

17 **Headings and Gender.** Any references to the "Mortgage", the "Assignment of Leases", the "Guaranty", the "Subordination Agreement", the "Environmental Indemnity" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage, the Assignment of Leases, the Guaranty, the Subordination Agreement, the Environmental Indemnity and the other Loan Documents, each as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. 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 **Construction of Agreement; Authority to Execute.** This Agreement has been negotiated by the parties and their respective attorneys. The language in this Agreement shall not be construed for or against either party based on any rule of construction favoring the non-drafting party, but shall be interpreted liberally to effect the intent of the parties. Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

19 **Counterparts.** This Agreement may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and same instrument; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same documents. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

20 **Time of the Essence.** Time is of the essence of each of Borrower's obligations under this Agreement.

21 **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and

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documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**LENDER:**

**BANK OF AMERICA, N.A.**, a national banking association, as successor by merger to LaSalle Bank National Association

By: Dan Jelaca  
Name: Dan Jelaca  
Title: Senior Vice President

**BORROWER:**

**1001 W. EXCHANGE, LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Name: Mark Chudacoff  
Its: Manager

**GUARANTOR:**

**MIDWEST TRUCK & AUTO PARTS, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Name: Mark Chudacoff  
Title: President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**LENDER:**

**BANK OF AMERICA, N.A.**, a national banking association, as successor by merger to LaSalle Bank National Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**1001 W. EXCHANGE, LLC**, an Illinois limited liability company

By: Mark Chudacoff  
Name: Mark Chudacoff  
Its: Manager

**GUARANTOR:**

**MIDWEST TRUCK & AUTO PARTS, INC.**, an Illinois corporation

By: Mark Chudacoff  
Name: Mark Chudacoff  
Title: President

Property of Cook County Clerk's Office

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STATE OF Illinois )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public for the said County, in the State aforesaid, DO HEREBY CERTIFY that Pan Jelaca, a SUP of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of July, 2015.



Kristen E Moran  
Notary Public  
My commission expires: June 28, 2019

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

The undersigned, a Notary Public for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Chudacoff, the Manager of 1001 W. EXCHANGE, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Chudacoff, the Manager of 1001 W. EXCHANGE, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of July, 2015.

Mary R. Amato  
\_\_\_\_\_  
Notary Public  
My commission expires: 1/23/16



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STATE OF Illinois )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Chudacoff, President of MIDWEST TRUCK & AUTO PARTS, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of July, 2015.



Mary R. Amato  
Notary Public  
My commission expires: 1/23/16

Cook County Clerk's Office

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## EXHIBIT A

### THE PROPERTY

LOT 2, (EXCEPT THE SOUTH 196.33 FEET THEREOF) IN DONOVAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10 IN STOCK YARDS SUBDIVISION OF THE EAST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PROPERTY ADDRESS OF REAL ESTATE:

1001 W. Exchange Avenue  
Chicago, Illinois 60609

#### PERMANENT TAX IDENTIFICATION NUMBER:

20-05-200-108-0000