

# UNOFFICIAL COPY

Doc#: 1530249027 Fee: \$80.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/29/2015 09:03 AM Pg: 1 of 17

## THIS INSTRUMENT PREPARED BY AND RETURN TO:

Kristin L. Dunlap, Esq.  
Horwood Marcus & Berk Chartered  
500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661

## FIRST MODIFICATION TO LOAN DOCUMENTS

61740010947001

THIS FIRST MODIFICATION TO LOAN DOCUMENTS (this "Modification") is made effective as of October 01, 2015, by and between LARRY WEST, LLC, an Illinois limited liability company ("Mortgagor") and FIRSTMERIT BANK, N.A. ("Bank").

## WITNESSETH

A. Bank has made available to Mortgagor a loan (the "Loan") in the principal amount of \$3,533,550.00, as evidenced by that certain First Amended and Restated Construction Mortgage Note, dated the date hereof (the "Note"), and on the terms and conditions set forth in that certain Construction Loan Agreement, by and between Borrower and Lender (as those terms are defined therein), dated as of August 13, 2014, as modified and amended below (as amended from time to time, the "Loan Agreement");

B. The Note is secured by, among other things: (i) that certain Construction Mortgage, Assignment of Leases and Rents and Security Agreement, dated August 13, 2014, made by Mortgagor in favor of Bank, and recorded on August 25, 2014, with the Cook County Recorder of Deeds as Document Number 1423747121 (the "Mortgage"); (ii) that certain Assignment of Leases and Rents, dated August 13, 2014, made by and between Mortgagor and Bank, and recorded on August 25, 2014, with the Cook County Recorder of Deeds as Document Number 1423747122 (the "ALR"); and (iii) that certain Security Agreement, dated August 13, 2014, made by and between Mortgagor and Bank (the "Security Agreement", which together with the Note, the Mortgage, the ALR, the Loan Agreement and all other documents evidencing or securing the Loan, shall be referred to herein collectively as the "Loan Documents");

C. The property encumbered by the Mortgage and ALR is commonly known as 3119 West Lawrence Avenue, Chicago, Illinois, and is legally described on Exhibit A attached hereto and made a part hereof;

# UNOFFICIAL COPY

D. As of the date hereof: (i) the "Development" is approximately 25% to 30% complete; (ii) Borrower wishes to amend the "Budget" and the "Plans", as those terms are defined in the Loan Agreement; and (iii) the proceeds of the Note and Loan will be fully disbursed in accordance with the customary draw process.

E. The Loan Documents contain certain provisions with respect to the Construction Mortgage Note dated August 13, 2014, as amended and restated in that certain First Amended and Restated Construction Mortgage Note dated even date herewith (the Construction Mortgage Note and the Amended and Restated Note shall together be referred to as, the "Note");

F. Mortgagor and Bank desire to modify the provisions of the Loan Documents concerning the Note and to make such other amendments and modifications as may be set forth herein; and

G. As a condition precedent to Bank's agreement to modify the provisions of the Loan Documents concerning the Note, Bank has required, among other things, the execution and delivery of this Modification.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage, the ALR, the Security Agreement and the Loan Agreement be and are hereby modified and amended as follows:

1. Recitals. All of the Recitals set forth above are hereby incorporated into the body of this Modification, as though separately and specifically set forth herein.

2. Amendments to Mortgage.

(a) The first paragraph following the preamble in the Mortgage is hereby deleted in its entirety and the following inserted in lieu thereof:

"WHEREAS, Lender has agreed to make a loan to Mortgagor in the principal amount of \$3,533,550.00 (the "\$3,533,550.00 Loan"), which \$3,533,550.00 Loan has a variable interest rate and is evidenced by that certain First Amended and Restated Construction Mortgage Note dated as of the date of that certain First Modification to Loan Documents executed by Mortgagor and Lender (the "\$3,533,550.00 Note"). In addition, Lender has agreed to make loans to certain affiliates of Mortgagor, specifically: (i) a loan in the principal amount of \$3,496,112.00 (the "\$3,496,112 Loan", which \$3,496,112 Loan has a variable interest rate and is evidenced by that certain Amended and Restate Construction Mortgage Note dated as of the date of this Modification, and made by Larry East, LLC, an Illinois limited liability company to Lender (the "\$3,496,112 Note"); (ii) a loan in the principal amount of \$1,432,988.00 (the "\$1,432,988 Loan"), which \$1,432,988 Loan has a variable interest rate and is evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, as amended and modified, made by Clark Shore, LLC, an Illinois limited liability company to Lender (the "\$1,432,988 Note"); and (iii) a loan in the principal amount of \$1,735,125.00 (the "\$1,735,125 Loan"), which \$1,735,125 Loan has a variable

# UNOFFICIAL COPY

interest rate and is evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, as amended and modified, made by El Howard, LLC, an Illinois limited liability company to Lender (the "\$1,735,125 Note", which together with the \$3,533,550 Note, the \$3,496,112 Note and the \$1,432,988 Note shall be collectively referred to as the "Notes"). The \$3,533,550 Loan, \$3,496,112 Loan, \$1,432,988 Loan and \$1,735,125 Loan shall collectively be referred to herein as the "Loan". Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Notes."

(b) All references to the "\$3,008,550 Note" in the Mortgage and other Loan Documents shall be deleted and replaced by the "\$3,533,550 Note". All references to the "\$3,008,550 Loan" shall be deleted and replaced by the "\$3,533,550 Loan." The "\$3,533,550 Loan" shall mean the loan in the principal amount of \$3,533,550, as set forth in the Note given by Larry West, LLC dated the date of this Modification.

(c) All references to the "\$2,994,112 Note" in the Mortgage and other Loan Documents shall be deleted and replaced by the "\$3,496,112 Note". All references to the "2,994,112 Loan" shall be deleted and replaced by the "\$3,496,112 Loan." The "\$3,496,112 Loan" shall mean the loan in the principal amount of \$3,496,112, as set forth in that certain Amended and Restated Construction Note given by Larry East, LLC and dated the date of this Modification.

### 3. Amendments to ALR.

(a) Paragraph B in the ALR is hereby deleted in its entirety and the following inserted in lieu thereof:

"B. Assignee has agreed to make a loan to Assignor in the principal amount of \$3,533,550.00, as evidenced by the Note (as that term is defined in this Modification) dated as of the date this Modification (the "\$3,533,550.00 Note"). In addition, Assignee has agreed to make loans to certain affiliates of Assignor, specifically: (i) a loan in the principal amount of \$3,496,112, as evidenced by that certain First Amended and Restated Construction Mortgage Note dated as of the date of this Modification, and given by Larry East, LLC, an Illinois limited liability company to Lender (the "\$3,496,112 Note"); (ii) a loan in the principal amount of \$1,432,988.00, as evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, and as amended and modified, made by Clark Shore, LLC, an Illinois limited liability company to Lender (the "\$1,432,988 Note"); and (iii) a loan in the principal amount of \$1,735,125.00, as evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, as amended and modified, made by El Howard, LLC, an Illinois limited liability company to Lender (the "\$1,735,125 Note", which together with the \$3,533,550 Note, the \$3,496,112 Note and the \$1,432,988 Note shall be collectively referred to as the "Notes" and individually as a "Note"). The loans evidenced by the Notes shall collectively be referred to as the "Loan". Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Notes. "

# UNOFFICIAL COPY

(b) All references to the "\$2,994,112 Note" in the ALR and other Loan Documents shall be deleted and replaced by the "\$3,496,112 Note", as that capitalized term is defined above in Section 3.(a).

(c) All references to the "\$3,008,550 Note" in the ALR and other Loan Documents shall be deleted and replaced by the "\$3,533,550 Note", as that capitalized term is defined above in Section 3.(a).

(d) Exhibit B of the ALR is hereby amended and replaced by Exhibit C, as is attached to this First Modification to Loan Documents.

#### 4. Amendment to Security Agreement.

(a) The first paragraph in the Recitals of the Security Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"WHEREAS, Secured Party has agreed to make a loan to Debtor in the principal amount of \$3,533,550.00, as evidenced by the Note (as defined in this Modification) dated as of the date of this Modification (the "\$3,533,550 Note"). In addition, Secured Party has agreed to make loans to certain affiliates of Debtor, specifically: (i) a loan in the principal amount of \$3,496,112.00, as evidenced by that certain First Amended and Restated Construction Mortgage Note dated as of the date of this Modification and given by Lany East, LLC, an Illinois limited liability company to Lender (the "\$3,496,112 Note"); (ii) a loan in the principal amount of \$1,432,988.00, as evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, as amended and modified, made by Clark Shore, LLC, an Illinois limited liability company to Lender (the "\$1,432,988 Note"); and (iii) a loan in the principal amount of \$1,735,125.00, as evidenced by that certain Construction Mortgage Note dated as of August 13, 2014, as amended and modified, made by El Howard, LLC, an Illinois limited liability company to Lender (the "\$1,735,125 Note", which together with the \$3,533,550 Note, the \$3,496,112 Note and the \$1,432,988 Note shall be collectively referred to as the "Notes"). The loans evidenced by the Notes shall collectively be referred to as the "Loan". Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Notes."

(b) The third paragraph in the Recitals of the Security Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"WHEREAS, Secured Party requires that Debtor grant to Secured Party a lien on and security interest in all of Debtor's property and all replacements thereof, additions thereto, and substitutions therefore, as security for the payment of the Loan and performance of Debtor's obligations under the \$3,533,550 Note and all other documents evidencing, securing or otherwise executed in connection with the \$3,533,550 Note, as those documents are modified by this Modification (collectively, the "Loan Documents")."

#### 5. Amendments to Loan Agreement.



# UNOFFICIAL COPY

(a) The first paragraph of the Preambles in the Loan Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

“WHEREAS, Lender has agreed to make a loan (the “Loan”) to Borrower in the principal amount of \$3,533,550.00, which loan is evidenced by that certain First Amended and Restated Construction Mortgage Note, in the principal amount of \$3,533,550.00, dated the date of this Modification, as amended from time to time (the “Note”);”

(b) The Loan Agreement is hereby amended by amending and restating the following definitions appearing in Section 2.1:

“Budget- The budget described in Article 7 and attached as Exhibit B to this First Modification to Loan Documents.”

“Due Date (referred to in certain other Loan Documents as the Maturity Date) – means April 30, 2016, the date when all amounts owing to Bank shall have been paid in full.”

“Larry East Loan Documents- Those documents and instruments described in Paragraph 17 of the Schedule which evidence and secure that certain loan in the amount of \$3,496,112, made by Lender for the benefit of Larry East, LLC, an Illinois limited liability company. Those documents and instruments shall be amended to include that certain First Amended and Restated Mortgage Note in the amount of \$3,496,112, the First Modification to Loan Documents given by Larry East, LLC to the Bank, and that certain Reaffirmation of Guaranty of Payment and Collection all dated the date of this Modification.”

“Note- The First Amended and Restated Construction Mortgage Note, in the principal amount of \$3,533,550.00, dated the date of this Modification, and as amended from time to time.”

(c) Section 4.1 in the Loan Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

“Agreement to Borrow and Lend. Borrower agrees to borrow from Bank and Bank agrees to lend to Borrower, the amount of the Loan, and further future advances, if any set forth in the Loan Documents, for the purposes, and subject to all of the terms, provisions and conditions set forth herein. The total of all advances under the Loan shall be equal or lesser than \$3,533,550”.

# UNOFFICIAL COPY

(d) Section 6.1 (b) in the Loan Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

“Payment of Loan Fees. Borrower acknowledges and agrees that the loan fees due to Bank in connection with the Loan shall be payable in accordance with the terms and conditions of the Note.”

(e) The following paragraphs in Exhibit A of the Loan Agreement are hereby amended and restated in their entirety, as follows:

2. Amount of Bank's Fee due from Borrower shall be payable in accordance with the terms and conditions of the Note.

4. The Completion Date is December 31, 2015

7. The Due Date is April 30, 2016, the date when all amounts owing to the Bank shall have been paid in full.

10. The amount of the Loan is \$3,533,550.

11. The Loan Documents are:

Construction Loan Agreement  
 First Amended and Restated Construction Mortgage Note  
 Construction Mortgage Assignment of Leases and Rents, and Security Agreement  
 Environmental Indemnity Agreement  
 Unconditional Guaranty for each Guarantor  
 Completion Guaranty signed by each Guarantor  
 Reaffirmation of Guaranty of Payment and Collection signed by each Guarantor  
 Assignment of Leases and Rents  
 Assignment of Plans, Permits, Licenses, Authorizations, Approvals  
 Assignment of Construction Contract and Architectural Agreement and Engineering Agreement  
 The First Modification to Loan Documents  
 UCC Financing Statements

15. The Clark Shore Loan Documents:

Mortgage Note  
 Construction Loan Agreement  
 Construction Mortgage, Assignment of Leases and Rents, and Security Agreement  
 Environmental Indemnity Agreement  
 Unconditional Guaranty for each Guarantor  
 Completion Guaranty signed by each Guarantor

# UNOFFICIAL COPY

Reaffirmation of Guaranty of Payment and Collection signed by each Guarantor  
 Assignment of Leases and Rents  
 Assignment of Plans, Permits, Licenses, Authorizations, Approvals  
 Assignment of Construction Contract and Architectural Agreement and Engineering Agreement  
 The First Modification to Loan Documents  
 UCC Financing Statements

16. The El Howard Loan Documents:

Mortgage Note  
 Construction Loan Agreement  
 Construction Mortgage, Assignment of Leases and Rents, and Security Agreement  
 Environmental Indemnity Agreement  
 Unconditional Guaranty for each Guarantor  
 Completion Guaranty signed by each Guarantor  
 Reaffirmation of Guaranty of Payment and Collection signed by each Guarantor  
 Assignment of Leases and Rents  
 Assignment of Plans, Permits, Licenses, Authorizations, Approvals  
 Assignment of Construction Contract and Architectural Agreement and Engineering Agreement  
 The First Modification to Loan Documents  
 UCC Financing Statements

17. The Larry East Loan Documents are:

Construction Loan Agreement  
 First Amended and Restated Construction Mortgage Note  
 Construction Mortgage, Assignment of Leases and Rents, and Security Agreement  
 Environmental Indemnity Agreement  
 Unconditional Guaranty for each Guarantor  
 Completion Guaranty signed by each Guarantor  
 Reaffirmation of Guaranty of Payment and Collection signed by each Guarantor  
 Assignment of Leases and Rents  
 Assignment of Plans, Permits, Licenses, Authorizations, Approvals  
 Assignment of Construction Contract and Architectural Agreement and Engineering Agreement  
 The First Modification to Loan Documents  
 UCC Financing Statements

(f) Exhibit F of the Loan Agreement reflecting the Budget is deleted and replaced by Exhibit B attached to this First Modification to Loan Documents.

(g) Section 6.1 (g) of the Loan Agreement is deleted in its entirety and replaced by:

# UNOFFICIAL COPY

“(g) Development Fee. Borrower shall receive a fee of \$70,000.00 for its services performed in connection with the Development (the “Development Fee”), which Development Fee shall be payable to Borrower at the completion of both the Development and the Larry East Development (as those terms are defined and amended by this Modification and the Larry East First Modification to Loan Documents, executed the date hereof) and in accordance with Lender’s prior verification of completion of both projects. Alternatively, Lender, in its sole and exclusive discretion, may allow Borrower to utilize the Development Fee prior to completion, as a contingency for project over-runs (expenses from contractors, sub-contractors, architects, engineers, materialmen, etc.) directly related to the construction of the Development. No other fees or loan funds shall be paid to Borrower, or any affiliate or subsidiary thereof, until the completion of both the Larry East and Larry West projects have occurred and been verified by Lender. The use of the Development Fee as discussed herein, whether as a contingency or paid to Borrower prior to completion of both the Development and Larry East Development, shall be determined by Lender in its sole and absolute discretion.”

(h) Section 8.1 (s) of the Loan Agreement is deleted in its entirety and replaced by:

“(s) Release of Collateral. In the event Borrower desires to pay off the Loan Amount, through sale of the Premises or otherwise, Lender shall release the Mortgage, provided: (1) Borrower provides Lender not less than thirty (30) days’ prior written notice (the “Release Notice”) of the date upon which Borrower desires to pay off the Loan, sell the Premises, or otherwise attain a release of the Mortgage; and (2) Borrower pays Lender the greater of: (i) an amount equal to \$3,886,905.00, which amount constitutes one hundred ten percent (110%) of the principal amount of the Loan, or (ii) an amount that causes the ratio of the then outstanding principal balance under those certain remaining loans (“Portfolio Loans”), as evidenced by the Larry West Loan Documents, the Clark Shore Loan Documents or the El Howard Loan Documents, to the value of those certain properties (the “Portfolio Properties”) encumbered by the mortgages that secure such Portfolio Loans, to be less than seventy-five percent (75%), based on the then current “as stabilized” value of such remaining mortgaged properties. Upon receipt of the Release Notice, Lender may order an appraisal of any property then securing the Portfolio Loans or the Loan, which such costs shall be at Borrower’s sole cost and expense. Notwithstanding anything herein to the contrary, in no event shall Lender release the Mortgage if Lender’s doing so would cause the Portfolio Debt Service Coverage Ratio (as hereinafter defined) to be less than 1.25:1.00. For purposes hereof, the term “Portfolio Debt Service Coverage Ratio” means the ratio of Portfolio Net Operating Income (as hereinafter defined) to Portfolio Debt Service (as hereinafter defined). As used herein, “Portfolio Net Operating Income” means, during the twelve (12) month period immediately preceding the date of the Release Notice, the amount of income produced by the operations of the Portfolio Properties including, but not limited to, all rent, tenant reimbursements, common area maintenance reimbursements, laundry income and parking revenue, after the payment of all operating expenses excluding



# UNOFFICIAL COPY

depreciation, interest and any capital expenditures approved by Lender. As used herein, "Portfolio Debt Service" equals the aggregate amount of all principal and interest payments which would be due and payable for a one (1) year period, assuming the maximum amount of the Portfolio Loans, on the last day of each calendar year, is outstanding and amortizing over a twenty-five (25) year period at an interest rate equal to Lender's then existing "underwriting" interest rate. Notwithstanding the foregoing, if a twelve month period has not elapsed prior to the Release Notice wherein the Portfolio Properties have been in operation and producing income, then the Lender may allow Borrower to use certified pro-forma financial statements indicating the Portfolio Net Operating Income. The use of pro-forma financial statements in-lieu of historical financial statements shall comply with Lender's reasonable requirements and may be used as a substitute for historical financial statements in Lender's sole and exclusive discretion."

6. Amendments to Loan Documents.

(a) All references in the Loan Documents to the Note shall be deemed to refer to the First Amended and Restated Note as defined herein.

7. Full Force and Effect. The provisions of the Loan Documents, as respectively amended hereby, are in full force and effect and the Loan Documents as so amended are hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.

8. Loan Modification Fee. Mortgagor agrees to pay Lender a non-refundable fee of \$1,875.00, as set forth in Section 1.7 of the Note, which shall be due and payable in full upon execution of this Modification.

9. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Loan Documents, or the covenants, conditions and agreements therein contained, as amended.

10. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this Modification, the provisions of this Modification shall control.

11. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Loan Documents.

12. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

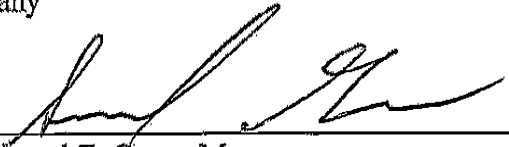
13. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[Signature pages follow]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

LARRY WEST, LLC, an Illinois limited liability company

By:   
Samuel Z. Gross, Manager

By:   
Ron D. Abrams, Manager

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Amanda M Regnier, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RON D. ABRAHAM, the MANAGER of LARRY WEST, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 16<sup>th</sup> day of OCTOBER, 2015.

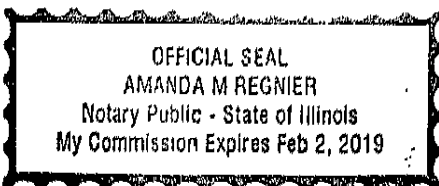


Amanda M Regnier  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Amanda M Regnier, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAUL G. Z. GROSS, the MANAGER of LARRY WEST, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 16<sup>th</sup> day of OCTOBER, 2015.



Amanda M Regnier  
Notary Public

[PAGE TO FIRST MODIFICATION TO LOAN DOCUMENTS]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**BANK:**

FIRSTMERIT BANK, N.A.

By: *Richard Heathfield*  
Name: Richard Heathfield  
Its: Senior Vice President

STATE OF ILLINOIS

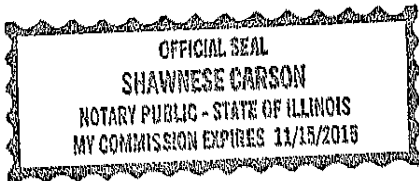
COUNTY OF COOK

SS.

I, Shawneze Carson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard S. Heathfield, Senior Vice President of FIRSTMERIT BANK, 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, sealed and delivered the said instrument, on behalf of the company and as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 19<sup>th</sup> day of October, 2015.

*Shawneze Carson*  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

LOTS 1, 2, AND 3 IN BLOCK 35 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

Common Address: 3119 W. Lawrence Avenue, Chicago, Illinois

Parcel Index Numbers: 13-13-101-001-0000

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT B

### Updated and Amended Budget

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Exhibit "B"

**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**STATE OF ILLINOIS  
COUNTY OF COOK

The affiant, AG2 Construction, LLC, being first duly sworn, on oath deposes and says that he is Joe Gulledge, Manager of AG2 Construction LLC, that below is a General Contracting statement for the described premises in said County, to wit: 3119 West Lawrence Ave., Chicago, IL.

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Contractor Name and Address	Type of Work	Contract Details	Contract Amount	Net Previous Payments	Net Amount this Payment	Balance to Become Due
Larry West, LLC	Appliances	Contract	\$75,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$75,000.00	\$0.00	\$0.00	\$75,000.00
Larry West, LLC	Cabinets	Contract	\$48,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$48,000.00	\$0.00	\$0.00	\$48,000.00
F&G Remodeling, Inc.	Cleaning	Contract	\$2,900.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$2,900.00	\$0.00	\$0.00	\$2,900.00
Larry West, LLC	Closet Systems	Contract	\$4,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$4,000.00	\$0.00	\$0.00	\$4,000.00
F&G Remodeling, Inc.	Demolition & Garbage Removal	Contract	\$55,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$55,000.00	\$40,000.00	\$7,500.00	\$7,500.00
F&G Remodeling, Inc.	Drywall	Contract	\$75,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$75,000.00	\$0.00	\$15,000.00	\$60,000.00
Larry West, LLC	Dumpsters	Contract	\$20,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$20,000.00	\$8,000.00	\$6,000.00	\$6,000.00
JB Electric, Inc.	Electric	Contract	\$200,390.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$200,390.00	\$45,000.00	-\$60,000.00	-\$95,390.00
Larry West, LLC	Electric Fixtures	Contract	\$5,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$5,000.00	\$0.00	\$0.00	\$5,000.00
F&G Remodeling, Inc.	Carpentry - Rough & Finish	Contract	\$156,400.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$156,400.00	\$30,000.00	\$40,000.00	\$86,400.00
F&G Remodeling, Inc.	Carpentry Materials - Lumber, Doors, Trim	Contract	\$60,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$60,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Larry West, LLC	Master Key System	Contract	\$7,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$7,000.00	\$6,000.00	\$0.00	\$1,000.00
F&G Remodeling, Inc.	Hardwood Flooring	Contract	\$45,000.00			
		Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$45,000.00	\$0.00	\$0.00	\$45,000.00
		Contract	\$159,500.00			

# UNOFFICIAL COPY

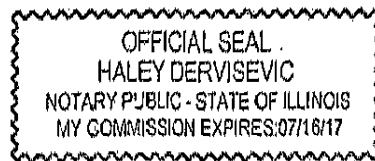
Air Efficiency	HVAC	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$159,500.00	\$45,000.00	\$40,000.00	\$74,500.00
		Contract	\$80,000.00			
F&G Remodeling, Inc.	Painting	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$80,000.00	\$0.00	\$0.00	\$80,000.00
		Contract	\$316,000.00			
Toma's Plumbing	New Plumbing & Water Service	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$316,000.00	\$50,000.00	\$150,000.00	\$116,000.00
		Contract	\$28,000.00			
Larry West, LLC	Plumbing Fixtures	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$28,000.00	\$10,000.00	\$8,000.00	\$10,000.00
		Contract	\$27,000.00			
Larry West, LLC	Granite Tops	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$27,000.00	\$0.00	\$0.00	\$27,000.00
		Contract	\$28,000.00			
Larry West, LLC	Tile Material	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$28,000.00	\$0.00	\$2,500.00	\$25,500.00
		Contract	\$20,300.00			
F&G Remodeling, Inc.	Tile	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$20,300.00	\$0.00	\$0.00	\$20,300.00
		Contract	\$14,500.00			
F&G Remodeling, Inc.	Concrete	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$14,500.00	\$0.00	\$0.00	\$14,500.00
		Contract	\$20,000.00			
Larry West, LLC	Windows	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$70,000.00	\$0.00	\$35,000.00	\$35,000.00
		Contract	\$5,000.00			
Larry West, LLC	Carpeting (Garden units)	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$5,000.00	\$0.00	\$0.00	\$5,000.00
		Contract	\$5,000.00			
Larry West, LLC	Lanscaping	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$5,000.00	\$0.00	\$0.00	\$5,000.00
		Contract	\$15,000.00			
Larry West, LLC	Masonry	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$15,000.00	\$0.00	\$0.00	\$15,000.00
		Contract	\$60,000.00			
Larry West, LLC	Roofing	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$60,000.00	\$0.00	\$20,000.00	\$40,000.00
		Contract	\$19,410.00			
Larry West, LLC	Commercial Storefront	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$19,410.00	\$0.00	\$19,410.00	\$0.00
		Contract	\$4,000.00			
Larry West, LLC	Security Systems	Extra	\$0.00			
		Credit	\$0.00			
		Adj. Contract	\$4,000.00	\$0.00	\$4,000.00	\$0.00
		Contract	\$4,000.00			
<b>TOTAL</b>			<b>\$1,605,400.00</b>	<b>\$254,000.00</b>	<b>\$427,410.00</b>	<b>\$923,990.00</b>

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed:  President

Subscribed and sworn to before me this 15th day of October 2015

Notary Public 



# UNOFFICIAL COPY

## EXHIBIT C

### Rent Roll and Existing Leases Affecting the Property

NONE

Property of Cook County Clerk's Office