



Doc#: 1534522027 Fee: \$68.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2015 09:40 AM Pg: 1 of 11

THIS DOCUMENT PREPARED BY:
AFTER RECORDING RETURN TO:

Eric M. Roberson
Urban Partnership Bank
7936 South Cottage Grove Avenue
Chicago, Illinois 60619-0260
Attention: Post Closing-Loan Operations

FIRST MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This First Modification to Mortgage and Assignment of Rents (this "Agreement") dated as of November 30, 2015 is made by between **CHRISTIAN COMMUNITY HEALTH CENTER**, an Illinois not-for-profit corporation (the "Grantor") having an address at 2320 Thornton-Lansing Road, Lansing, Illinois 60438 and **URBAN PARTNERSHIP BANK**, an Illinois chartered bank (the "Lender") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. Pursuant to the terms and conditions contained in three (3) loans to the Grantor from the Lender (as supplemented and amended from time to time, collectively, the "Loan Agreement"), the Lender agreed to loan to the Grantor (1) \$471,397 (the "Working Capital Term Loan"); (2) \$2,174,244 (the "Commercial Mortgage Loan") and (3) \$365,000 Line of Credit (the "Line of Credit"; the together with the Working Capital Term Loan and the Commercial Mortgage Loan, are herein collectively referred to as the "Loan") evidenced by, among other things, the following:

(i) Promissory Note dated as of September 24, 2013 in the principal amount of \$471,397 (the "Working Capital Term Note"); (2) that certain Mortgage Note dated as of September 24, 2013 in the principal amount of \$2,174,244 (the "Mortgage Note"); and (3) the Revolving Promissory Note dated as of September 24, 2013 in the principal amount of \$365,000 (the "Line of Credit Note"; together with the Working Capital Term Note, and the Mortgage Note, as amended, restated or replaced from time to time, is hereinafter referred to collectively, as the "Prior Note"); and

(ii) Loan Agreements dated September 24, 2013 executed by the Grantor in favor of the Lender, as modified by those certain First Amended and Restated Loan Agreements dated as of even date herewith (as may be amended,

Handwritten notes on the left margin: "New copy of Loan 399042" and "UT 201516583".

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Loan No. 399042 and 399043

supplemented or modified from time to time, collectively, the “**Loan Agreement**”); and

(iii) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of September 24, 2013 from the Grantor for the benefit of the Lender encumbering the property located at 9718 South Halsted Street, Chicago, Illinois 60628, 901 East Sibley Boulevard, South Holland, Illinois 60473, 364 Torrence Avenue, Calumet City, Illinois 60409, 8025 South Honore Street, Chicago, Illinois 60620 and 13820 Lincoln Avenue, Dolton, Illinois 60419 (collectively, the “**Mortgaged Property**”), recorded with the Recorder of Cook County, Illinois (the “**Recorder**”), as Document No. 1329142100 (as amended and supplemented from time to time, the “**Mortgage**”); and

(iv) Assignment of Rents dated as of September 24, 2013 from the Grantor for the benefit of the Lender, encumbering the Mortgaged Property, recorded with the Recorder as Document No. 1329142101 (as amended and supplemented from time to time, the “**Assignment**”); and

(vii) Environmental Indemnity Agreement dated as of September 24, 2013 from the Grantor for the benefit of the Lender, as reaffirmed by that certain Reaffirmation of Indemnity Agreement dated as of even date herewith (the “**Environmental Indemnity**”); and

(viii) Security Agreements, each dated September 24, 2013 from the Grantor for the benefit of the Lender, as modified by those certain First Amended and Restated Security Agreements dated as of even date herewith (as amended and supplemented from time to time, the “**Security Agreement**”); and

(ix) Construction Disbursement Agreement dated as of even date herewith (as may be amended, supplemented or modified from time to time, the “**Disbursement Agreement**”).

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment, the Environmental Indemnity, the Security Agreement, Disbursement Agreement and any other documents executed in connection therewith or in connection with this Agreement, are collectively referred to herein as the “**Loan Documents**”).

B. The Grantor has requested that the Lender amend the Loan Documents, to among other things, modify the maturity and combine the Working Capital Term Loan and the Line of Credit into one term note and the Lender has agreed to do so, upon and subject to the terms and conditions herein set forth herein;

C. The parties desire hereby to amend each of the Mortgage and the Assignment, as more specifically set forth herein;

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Loan No. 399042 and 399043

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Indebtedness Secured. The definition of "Note" in the Mortgage and the Assignment is hereby amended in its entirety to provide as follows:

Note. The word "Note" means, (a) that certain First Amended and Restated Promissory Note dated as of November 30, 2015 in the face principal amount of \$385,441.50 and (b) that certain First Amended and Restated Promissory Note dated as of November 30, 2015 in the face principal amount of \$2,332,420.45, and all renewals, substitutions, amendments and restatement thereto.

2. Continuing Effect. All the terms of the Mortgage and Assignment of Rents are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and the Assignment of Rents shall remain in full force and effect in all respects. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and the Assignment of Rents.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one in the same agreement.

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

5. Continuing Force and Effect. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Mortgage and the Assignment of Rents are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantor does hereby reaffirm, assume and agree to all of the obligations, duties, rights, covenants, terms and conditions contained in the Loan Documents.

(Signature Page To Follow)

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Loan No. 399042 and 399043

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

CHRISTIAN COMMUNITY HEALTH CENTER

By: Kenneth Burnett
Printed Name: Kenneth Burnett
Its President

URBAN PARTNERSHIP BANK

By: Eileen Kennedy
Printed Name: Eileen Kennedy
Its: Chief Financial Officer

Cook County Clerk's Office

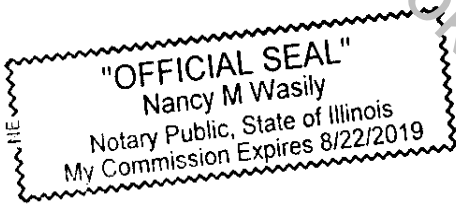
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Loan No. 399042 and 399043

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Kenneth A. Berneth, the President of **CHRISTIAN COMMUNITY HEALTH CENTER**, an Illinois not-for-profit 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of November, 2015.



Nancy M Wasily
Notary Public

Cook County Clerk's Office

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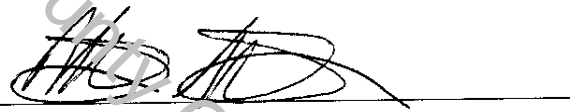
Loan No. 399042 and 399043

STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Eileen Kennedy, the Chief Financial Officer of **URBAN PARTNERSHIP BANK**, an Illinois chartered bank, 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of November, 2015.



Notary Public



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Loan No. 399042 and 399043

Exhibit A
LEGAL DESCRIPTIONParcel 1 and 2

THE SOUTH ½ OF LOT 4 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN)

LOT 5 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN)

LOT 6 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN)

LOT 7 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN); AND EXCEPTING THEREFROM THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 11 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, 59 FEET WEST OF THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH PARALLEL TO SAID EAST LINE OF SECTION 8 TO THE SOUTH LINE OF LOT 9 IN BLOCK 34, IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHERLY TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, AND 50 FEET WEST OF THE EAST LINE OF SAID SECTION 8)

LOT 8 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING FROM SAID LOT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 11 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, 59 FEET WEST OF THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

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Loan No. 399042 and 399043

THENCE NORTH PARALLEL TO SAID EAST LINE OF SECTION 8, TO THE SOUTH LINE OF LOT 9 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHERLY TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, AND 50 FEET WEST OF THE EAST LINE OF SAID SECTION 8)

LOT 9 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS (HEREINAFTER DESCRIBED) (EXCEPTING THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 11 IN BLOCK 34 OF THE HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, 59 FEET WEST OF THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH PARALLEL TO SAID EAST LINE OF SECTION 8, TO THE SOUTH LINE OF LOT 9 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, THENCE NORTHERLY TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, AND 50 FEET WEST OF THE EAST LINE OF SECTION 8)

LOT 10 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED) (EXCEPTING FROM SAID LOT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 11 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, 59 FEET WEST OF THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH PARALLEL TO SAID EAST LINE OF SECTION 8, TO THE SOUTH LINE OF LOT 9 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHERLY TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, AND 50 FEET WEST OF THE EAST LINE OF SAID SECTION 8)

LOT 11 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, (HEREINAFTER DESCRIBED)) (EXCEPTING FROM SAID LOT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 11 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, 59 FEET WEST OF THE EAST LINE OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH PARALLEL TO SAID EAST LINE OF SECTION 8, TO THE SOUTH LINE OF LOT 9 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHERLY TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 34 IN SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, AND 50 FEET WEST OF THE EAST LINE OF SAID SECTION 8)

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Loan No. 399042 and 399043

SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 5, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SOUTH ½ OF LOT 3 AND NORTH ½ OF LOT 4 IN BLOCK 34 (EXCEPT STREET) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(S):

25-08-224-012, 25-08-224-012-013, 25-08-224-036 and 25-08-224-037

PROPERTY ADDRESS(S):

9712, 9714, 9722 and 9742 South Halsted
Chicago, Illinois

Parcel 3 and 4

THE EAST 180 FEET OF THAT PART OF LOT 10 IN BERNHARD ENGEL'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ (EXCEPT RAILROAD) AND THE SOUTHEAST ¼ (EXCEPT THE SOUTHWEST ¼) OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 11 AND LYING NORTH OF A LINE 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 11, IN COOK COUNTY, ILLINOIS

THE NORTH 250 FEET OF LOT 10 (EXCEPTING THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 180 FEET THEREOF AND EXCEPT THE WEST 11.14 FEET THEREOF) IN BERNHARD ENGEL'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ (EXCEPT RAILROAD) AND THE SOUTHEAST ¼ (EXCEPT THE SOUTHWEST ¼) OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 300

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Loan No. 399042 and 399043

FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 11 IN BERNHARD ENGEL'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(s):

29-11-304-016 AND 018

PROPERTY ADDRESS(S):

901 East Sibley Boulevard
South Holland, Illinois 60473

Parcel 5

LOTS 20, 21, 22, 23 AND 24 IN BLOCK 9 IN CALUMET CITY FIRST ADDITION, BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(s):

29-12-215-037, 038, 039 AND 040

PROPERTY ADDRESS(S):

364 Torrence Avenue
Calumet City, Illinois 60409

Parcel 6

THE NORTH 3.5 FEET OF LOT 36, ALL OF LOTS 37 TO 40, BOTH INCLUSIVE, THE SOUTH 5.66 FEET OF LOT 41, AND THE WEST $\frac{1}{2}$ OF THE VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS AND PARTS OF LOTS IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

(A) EXCEPTING FROM SAID TRACT OF LAND, THE NORTH 6.55 FEET OF THE WEST 8.0 FEET OF THE EAST 70.16 FEET THEREOF, ALSO

(B) EXCEPTING THAT PART LYING BELOW AN ELEVATION OF 34.70 FEET ABOVE THE CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE NORTH LINE OF SAID TRACT, 26.54 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING THE WEST FACE OF A

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Loan No. 399042 and 399043

LIMESTONE BUILDING, THENCE SOUTH, ALONG THE FACE OF SAID BUILDING 29.10 FEET; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID TRACT, 43.87 FEET, MORE OR LESS, TO THE EAST FACE OF SAID LIMESTONE BUILDING; THENCE NORTH, ALONG SAID EAST FACE OF SAID BUILDING, 22.55 FEET TO THE SOUTH LINE OF THE NORTH 6.55 FEET OF SAID TRACT, BEING ALSO THE SOUTH FACE OF A BRICK CHIMNEY; THENCE WEST, ALONG THE FACE OF SAID CHIMNEY 8.0 FEET TO A CORNER OF SAID CHIMNEY; THENCE NORTH ALONG THE WEST FACE OF SAID CHIMNEY 6.55 FEET TO THE NORTH LINE OF SAID TRACT OF LAND; THENCE WEST 35.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(s):

20-31-211-011

PROPERTY ADDRESS(S):

8025 South Honore
Chicago, Illinois 60620

Parcel 7

A TRACT OF LAND (EXCEPTING THE NORTHWEST 16 FEET) FRONTING ON LINCOLN AVENUE DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTHWEST LINE OF LINCOLN AVENUE, 70 FEET SOUTHEAST OF THE MOST EASTERLY CORNER OF LOT 15 IN DOLTON AND OTHERS SUBDIVISION OF PART NORTH 199 FEET OF THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THORNTON ROAD, NOW LINCOLN AVENUE, RUNNING THENCE SOUTHEAST ALONG THE SOUTHWESTERLY LINE OF LINCOLN AVENUE 106 FEET; RUNNING THENCE SOUTHWEST AT RIGHT ANGLES TO LINCOLN AVENUE, 300 FEET; RUNNING THENCE NORTHWESTERLY PARALLEL TO LINCOLN AVENUE, 106 FEET AND RUNNING THENCE NORTHEASTERLY 300 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(s):

29-03-100-042

PROPERTY ADDRESS(S):

13820 Lincoln Avenue
Dolton, Illinois 60419