

# UNOFFICIAL COPY

This instrument was prepared by  
and should be mailed to:

Francis L. Keldermans  
Holland & Knight LLP  
131 S. Dearborn St, 30<sup>th</sup> FL  
Chicago, Illinois 60603



Doc#: 1600644027 Fee: \$68.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/08/2016 12:01 PM Pg: 1 of 16

*This space reserved*

## THIRTEENTH MODIFICATION OF LOAN DOCUMENTS

**THIS THIRTEENTH MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made effective as of the 5th day of November, 2015, by and among **James P. Avgeris** ("Borrower"), **3815 Ashland L.L.C.**, an Illinois limited liability company ("Mortgagor"), **J.C.A. Gift Trust** ("Guarantor") and **MB Financial Bank, N.A.**, a national banking association, its successors and assigns ("Lender").

### RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the original principal amount of Twelve Million and 00/100 Dollars (\$12,000,000.00) pursuant to the terms and conditions of a Revolving Credit Loan Agreement dated January 15, 2003, between Borrower and Lender, as supplemented by that certain Rider Supplement to Revolving Credit Agreement Property #2 ("Initial Agreement"), as evidenced by a revolving Note dated January 15, 2003, made payable by Borrower to the order of Lender in the maximum principal amount of the Loan ("Initial Note").

B. The Note (as hereinafter defined) is secured by, among other things, (i) that certain a Mortgage dated as of February 10, 2003, made by Mortgagor in favor of Lender and recorded with the Cook County, Illinois Recorder of Deeds on March 6, 2003 as Document No. 0030311206 ("Mortgage"), which Mortgage encumbers certain real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) Collateral Assignment of Rents and Leases dated as of February 10, 2003, from Mortgagor to Lender and recorded with the Cook County, Illinois Recorder of Deeds on March 6, 2003 as Document No. 0030311207 ("Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated as of February 10, 2003, from Borrower, Guarantor, and Mortgagor to Lender ("Indemnity Agreement"); and (iv) certain other loan documents.

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C. The Loan is further secured by a certain Absolute and Unconditional Guaranty ("Guaranty") dated as of January 15, 2003, from Guarantor to Lender

D. On or about January 31, 2006, Borrower, Guarantor, Mortgagor, 2775 Office L.L.C. ("2775") and Lender entered into an Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("First Modification").

E. On or about January 31, 2007, Borrower, Guarantor, Mortgagor, 2775, and Lender entered into a Second Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("Second Modification").

F. On or about March 5, 2008, Borrower, Guarantor, Mortgagor, 2775, and Lender entered into a Third Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("Third Modification").

G. On or about January 31, 2009, Borrower, Guarantor, Mortgagor, and Lender entered into Fourth Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("Fourth Modification").

H. On or about May 1, 2009, Borrower, Guarantor, Mortgagor, and Lender entered into Fifth Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("Five Modification").

I. On or about August 1, 2009, Borrower, Guarantor, Mortgagor, and Lender entered into a Sixth Amendment to Revolving Credit, Revolving Note, Mortgages, Collateral Assignment of Rents and Leases and Loan Documents ("Sixth Modification"), and in connection therewith, the Borrower, Guarantor, Mortgagor, and Lender agreed to eliminate the revolving basis of the loan and any further disbursements thereunder, and, concurrent therewith, the Borrower delivered to Lender an Amended and Restated Note in the amount of \$3,740,154.65 ("Amended Note").

J. On or about January 31, 2010, Borrower, Guarantor, Mortgagor, and Lender entered into a Seventh Modification of Loan Documents ("Seventh Modification").

K. On or about January 31, 2011, Borrower, Guarantor, Mortgagor, and Lender entered into an Eighth Modification of Loan Documents ("Eight Modification").

L. On or about August 31, 2011, Borrower, Guarantor, Mortgagor, and Lender entered into a Ninth Modification of Loan Documents ("Ninth Modification").

M. On or about August 31, 2012, Borrower, Guarantor, Mortgagor, and Lender entered into a Tenth Modification of Loan Documents ("Tenth Modification").

N. On or about August 31, 2014, Borrower, Guarantor, Mortgagor, and Lender entered into an Eleventh Modification of Loan Documents ("Eleventh Modification").

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O. On or about November 29, 2014 Borrower, Guarantor, Mortgagor, and Lender entered into an Twelfth Modification of Loan Documents ("Twelfth Modification").

P. Hereinafter, the Initial Loan Agreement, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh Modification, Eighth Modification, Ninth Modification, Tenth Modification, Eleventh Modification, Twelfth Modification, and this Agreement are referred to collectively as the "Loan Agreement", all capitalized terms used but not specifically defined herein shall have the respective meanings set forth in the Loan Agreement; the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and all other documents given to evidence, secure or guaranty the Loan, in their original form and as amended from time to time are referred to collectively as the "Loan Documents".

Q. Borrower, Mortgagor, and Guarantor have requested that Lender further modify the Loan Documents in order to, among other things, extend the maturity date to March 5, 2016 ("Extension"). In conjunction with the Extension, the Borrower, Mortgagor, and Guarantor shall execute and deliver to Lender the Third Amended and Restated Term Note made by Borrower in favor of Lender in the principal amount of \$2,452,123.85 ("Third Amended Note") (hereinafter the Initial Note, the Amended Note, the Second Amended Note, and the Third Amended Note are referred to collectively as the "Note").

## 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. **Maturity Date.** The Maturity Date of the Note is extended to March 5, 2016. Any reference in the Note, the Loan Agreement or any other Loan Document to the Maturity Date shall mean and refer to March 5, 2016.

2. **Additional Documents.** In connection with and as a condition precedent to Lender's obligations under this Agreement, and to Lender's agreement to grant the Extension, Borrower, Mortgagor, and Guarantor shall execute and deliver to Lender, and cause to be executed and delivered to Lender (i) that certain Third Amended Note made by Borrower in favor of Lender in the principal amount of Two Million Four Thirty Thousand and Twenty Four and 00/100 Dollars (\$2,452,123.85 ), (ii) this Agreement, and (iii) such other documents as Lender may reasonably request in order to effectuate the terms of this Agreement or to further perfect Lender's interest in any and all other obligations of Borrower, Mortgagor, and Guarantor to Lender under the Loan Agreement and all of the other Loan Documents.

3. **Principal Payments.** Borrower shall make monthly payments to Lender in the amount of \$22,100.00 principal plus interest, as more specifically set forth in the Second Amended Note. Borrower may, from time to time, prepay all or any portion of the principal balance of the Loan

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without penalty or premium therefore (each such payment, which shall not, under any circumstance, include regularly scheduled payments of principal and interest, is referred to as a "Prepayment"), provided that any such payment shall be accompanied by or first applied to the accrued and unpaid interest on the portion of the Loan being prepaid and all other fees or charges payable to Lender under the Loan Documents.

4. **Notices.** Any reference to notice addresses in the Note, the Loan Agreement, or any other Loan Document is hereby deleted in its entirety and replaced with the following:

Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: MB FINANCIAL BANK N.A.  
6111 North River Road  
Rosemont, Illinois 60018  
Attn: Molly S. Oelerich, Vice President

With a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attn: Frank Keldermans

To Borrower: James P. Avgeris  
c/o Avgeris and Associates, Inc.  
2500 South Highland Boulevard  
Lombard, Illinois 60148

With a copy to: Ash Anos Freedman & Logan LLC  
77 West Washington Street, Suite 1211  
Chicago, Illinois 60602  
Attn: Lawrence M. Freedman

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received, or (iv) if sent by fax or email, on the day sent, provided that such fax or email notice shall be promptly followed by a written notice sent by overnight, express carrier to the address set forth above or otherwise designated from time to time pursuant hereto.

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5. **Guarantor Liquidity Covenant.** During the entire term of the Loan and until the Loan is repaid in full, Guarantor covenant, warrants and agrees that:

(a) Guarantor shall at all times maintain minimum combined liquid assets of not less than \$5,000,000.00 (consisting of cash or cash equivalents or marketable securities traded on a recognized exchange or obligations of, or guaranteed by, the United States of America, having a maturity of not more than one (1) year) which are totally unencumbered (whether in favor of Lender or anyone else) and as to which there are no restrictions imposed by any agreement to which the Guarantor or any of its property may be bound; and

(b) Guarantor shall deliver to Lender, within thirty (30) days after the end of each calendar year, the Guarantor's signed written statement certifying that the minimum liquidity covenant set forth above is satisfied.

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

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note, the Mortgage or any of 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.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) 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.

(e) Borrower will maintain its primary operating deposit accounts with Lender, and, to the extent any operating accounts of the Borrower, if any, are maintained at other financial institutions, Borrower will disclose the same to Lender in writing.

(f) 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.

(g) 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



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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.

7. **Representations and Warranties of 310 Huehl.** 310 Huehl hereby represents, covenants, and warrants to Lender that 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. The execution and delivery of this Agreement has been duly authorized by all requisite action by or on behalf of 310 Huehl. This Agreement has been duly executed and delivered on behalf of 310 Huehl.

8. **Patriot Act; Foreign Enemy Compliance.**

(a) As of the date of this Agreement, the Borrower is and, during the term of this Agreement shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.* and any amendments or successors thereto and any applicable regulations promulgated thereunder.

(b) The Borrower represents and warrants that: (a) neither it, nor any of its owners, or any officer, director or employee is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) it is not owned or controlled directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(c) The Borrower acknowledges that it understands and has been advised by its own legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.*, the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*

(d) Neither the Borrower nor any of its respective Affiliates is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq.*), as amended. Neither the Borrower nor any of its respective

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Affiliates is in violation of, nor will the use of the Loan violate, the Trading with the Enemy Act, as amended, or any executive orders, proclamations or regulations issued pursuant thereto, including, without limitation, regulations administered by the Office of Foreign Asset Control of the Department of the Treasury (31 C.F.R. Subtitle B, Chapter V).

9. **Release of Claims Against Lender.** Borrower, Mortgagor, and Guarantor hereby relinquish and waive all claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the Loan prior to the date hereof. Borrower, Mortgagor, and Guarantor acknowledge that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

10. **Reaffirmation of Guaranty.** The undersigned Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty 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 continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, Guarantor hereby expressly and unconditionally waives, releases, and discharges any and all rights or claims under the Illinois Sureties Act, 740 ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to Guarantor under the Illinois Sureties Act.

11. **Fees and Expenses.** In connection with and as a condition precedent to the Lender's obligations under this Agreement, Borrower shall pay to Lender: (a) an up-front fee in the amount of \$12,150.00, and (b) all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

12. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower, Guarantor, Mortgagor, and 310 Huehl merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor, Mortgagor, 310 Huehl and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor, Mortgagor, 310 Huehl and

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Lender each acknowledge and waive 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.

(c) 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.

(d) Borrower, Guarantor, 310 Huehl and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents, the 310 Huehl Loan Documents, and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor, Mortgagor, 310 Huehl 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 and 310 Huehl Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents 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.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

(i) Except as specifically set forth in this Agreement and the Third Amended Note, all other terms, conditions, agreements and requirements contained in the Loan Documents remain in full force and effect.

**[Signature Page Follows]**



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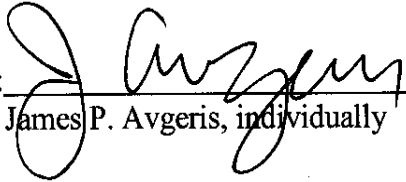
IN WITNESS WHEREOF, the parties hereto have executed this Thirteenth Modification of Loan Documents dated as of the day and year first above written.

**LENDER:**

**BORROWER:**

**MB Financial Bank, N.A.**

By:   
Molly S. Olerich, Vice President

By:   
James P. Avgeris, individually

**MORTGAGOR:**

**GUARANTOR:**

**3815 Ashland L.L.C.**

**J.C.A. Gift Trust**

By:   
Stewart W. Mills, Trustee

By:   
Stewart W. Mills, Trustee

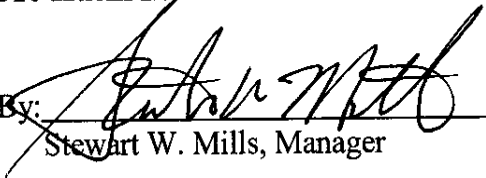
**Acknowledged and agreed to by:**

**310 HUEHL:**

**GUARANTOR** (in its capacity as guarantor for the 310 Huehl Loan):

**310 Huehl L.L.C.**

**J.C.A. Gift Trust**

By:   
Stewart W. Mills, Manager

By:   
Stewart W. Mills, Trustee

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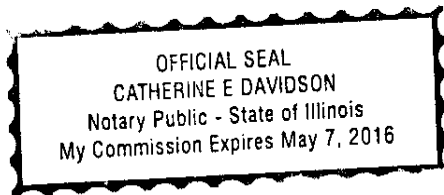
STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF             )

I Catherine E Davidson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Molly S. Oelerich, Vice President of MB Financial Bank, N.A., 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of Dec., 2015.

Catherine E. Davidson  
Notary Public

My Commission Expires: 3/7/16



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STATE OF )  
 ) .ss  
COUNTY OF DePaul )

I Catherine E Davidson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stewart W. Mills, Manager of 310 Huehl L.L.C., 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of Dec., 2015.



Catherine E Davidson  
Notary Public

My Commission Expires: 5/7/16

STATE OF )  
 ) .ss  
COUNTY OF DePaul )

I Catherine E Davidson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stewart W. Mills, Manager of 3815 Ashland L.L.C., 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of Dec., 2015.



Catherine E Davidson  
Notary Public

My Commission Expires: 5/7/16



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## EXHIBIT A

### THE PROPERTY

#### PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32, WITH A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 462.93 FEET; THENCE NORTHEASTERLY ON CURVE CONVEX TO SOUTH EAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SECTION 32 AFORESAID; THENCE NORTH ON LAST DESCRIBED LINE 41.03 FEET TO A POINT 77.2 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 227.2 FEET, A DISTANCE OF 180.25 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 145 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE WEST ON LAST DESCRIBED LINE 338 FEET TO A POINT IN A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID; THENCE SOUTH ON LAST DESCRIBED LINE 130 FEET TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 303.54 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 192 FEET, A DISTANCE OF 273.82 FEET MORE OR LESS, TO A POINT 526.56 FEET EAST OF THE WEST LINE AND 427.5 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE A DISTANCE OF 44.89 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SAID SECTION 32, SAID POINT BEING 471.93 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTH ON LAST DESCRIBED PARALLEL LINE A DISTANCE OF 75.07 FEET MORE OR LESS TO A POINT WHICH IS 118.23 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE



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SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON A CURVE CONVEXED TO SOUTHEAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, SAID POINT BEING 495.93 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ON LAST DESCRIBED PARALLEL LINE 462.93 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON LAST DESCRIBED PARALLEL LINE 127.35 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

## PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE A DISTANCE OF 280 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 313 FEET EAST OF THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 63 FEET TO A POINT OF CURVE; THENCE ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO NORTHWEST, WITH A RADIUS OF 208 FEET A DISTANCE OF 193.92 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SECTION 32, AFORESAID, THENCE WEST ON LAST DESCRIBED LINE A DISTANCE OF 364.05 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 (BEING THE EAST LINE OF SOUTH ASHLAND AVENUE); THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 230 FEET TO A POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

## PARCEL 4:

THE EAST 43 FEET OF THE WEST 576 FEET OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF WEST 38TH STREET AND NORTH OF THE NORTH LINE OF WEST 39TH STREET (PERSHING ROAD) ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE A DISTANCE OF 280 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 313 FEET EAST OF THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 63 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO NORTHWEST, WITH A RADIUS OF 208 FEET A DISTANCE OF 193.92 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32, AFORESAID ; THENCE WEST ON LAST DESCRIBED LINE A DISTANCE OF 364.05 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 (BEING THE EAST LINE OF SOUTH ASHLAND AVENUE); THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 230 FEET TO A POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. EXCEPTING THAT PART CONVEYED TO THE CITY OF CHICAGO BY DEED 1310022011.

## PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 20 FEET TO A LINE PARALLEL TO AND 596 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 484.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 262.70 FEET AN ARC DISTANCE OF 128.24 FEET TO A POINT 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 AND 626.57 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ALONG A LINE 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, 50.57 FEET TO A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON SAID PARALLEL LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN NOS. 17-32-300-078, 17-32-300-079, 17-32-300-080, 17-32-300-081 AND 17-32-300-184

# UNOFFICIAL COPY

## EXHIBIT B

### THE 310 HUEHL PROPERTY

UNITS 1, 2 AND 3, INCLUDING THE UNDIVIDED INTERESTS OF EACH UNIT IN THE 2460 KERPER CONDOMINIUM ASSOCIATION, RECORDED NOVEMBER 9, 2010 AS FILE NO. 2010-00018185, AND AFFECTING THE FOLLOWING LEGALLY DESCRIBED PROPERTY:

PARCEL 1:

LOT 2 OF LOT 1 OF LOT 1 OF LOT OF LOT 1, IN BLOCK 1, IN RIVER FRONT SUBDIVISION NO. 5, IN THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, ACCORDING TO THE RECORDED PLAT THEREOF.

PARCEL 2:

LOT 1 OF MCGRAW-HILL, KEY CITY PLATTING REPLAT, IN THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, ACCORDING TO THE RECORDED PLAT THEREOF.

PIN: 1118252001 AND 1118251010

COMMONLY KNOWN AS: 2460 KERPER BOULEVARD, DUBUQUE, IOWA.