This document prepared by and after recording return to:

Terrence E. Budny, Esq. Sheppard Mullin Richter & Hampton LLP 70 West Madison Street 48th Floor Chicago, Illinois 60602



Doc#: 1605316037 Fee: \$64.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/22/2016 11:54 AM Pg: 1 of 14

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MODIFICATION OF LOAN DOCUMENTS

TOURSITION CORT THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made this 4th day of January, 2016, by and among BFD ACQUISITION CORPORATION, an Illinois corporation ("Borrower"), MICHAEL DREW and DANIEL A. LUKAS ("Guarantors"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, its successors and assigns ("Lender").

- Lender has heretofore made a loan (the "Loan") to Borrower in the principal Α. amount of TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of November 20, 2015 between Borrower and Lender (as hereafter amended restated, replaced or supplemented, the "Loan Agreement"). The Loan is evidenced by a Promissory Note dated November 20, 2015, in the principal amount of the Loan, made payable by Borrower to the order of Lender (as hereafter amended, restated, replaced or supplemented, the "Note"). Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Loan Agreement.
- The Note is secured by, among other things, (i) that certain Mortgage Security В. Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 20, 2015 from Borrower to Lender recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on November 23, 2015 as document no. 1532716017 (as hereafter amended, restated, replaced or supplemented, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"); (ii) that certain Assignment of Rents and Leases dated as of November 20, 2015, from Borrower to Lender and recorded with the Recorder on November 20, 2015 as document no. 1532716018 (as hereafter amended, restated, replaced or supplemented, the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated as of November 20, 2015 from Borrower and Guarantors to Lender (as hereafter amended, restated, replaced or supplemented, the "Indemnity Agreement"); (iv) that certain Guaranty of Payment dated as of November 20, 2015

from Guarantors to Lender (as hereafter amended, restated, replaced or supplemented, the "Guaranty"); and (v) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, as hereafter amended, restated, replaced or supplemented, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower, Lender and Guarantors desire to amend the Loan Documents in accordance with the provisions of this Agreement.

Agreements

NOW. THEREFORE, in consideration of (i) the Recitals set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the covenants and agreements contained herein, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Spreading of Liep of Mortgage. The lien of the Mortgage is hereby spread so as to encumber fee simple title to the real estate legally described in Exhibit B attached hereto and made a part hereof (the "Additional Property"). To secure the Indebtedness (as defined in the Mortgage), Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender (a) the Additional Property and (b) the Improvements thereon, TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto unto Lender and its successors and assigns, forever, for the purposes and upon the uses set forth in the Mortgage.
- 2. <u>Modification of Mortgage</u>. In furtherance of the provisions of Section 1 above, the Mortgage is hereby amended by adding the Additional Property to Exhibit A attached to the Mortgage, and the Additional Property shall be deemed to have usen included in such Exhibit A as of the date of execution of the Mortgage. All references in the Mortgage to the Real Estate shall be deemed references to both the Property and the Additional Property.
- Modification of Other Loan Documents. The Loan Agreement, the Assignment of Rents and the Indemnity Agreement are hereby amended by adding the Additional Property to Exhibit A attached to each such Loan Document, and the Additional Property shall be deemed to have been included in such Exhibit A as of the date of execution of such Loan Document. All references in the Loan Agreement and the Assignment of Rents to the Premises shall be deemed references to both the Property and the Additional Property. All references in the Indemnity Agreement to the Property shall be deemed references to both the Property and the Additional Property. The Note and Guaranty are hereby amended to provide that all references therein to the Premises shall be deemed references to both the Property and the Additional Property.
- 4. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties of Borrower in the Loan Agreement, the Note and the other Loan Documents are true and correct in all material respects 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 the other Loan Documents, and to the actual knowledge of Borrower there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, 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 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) As of the dat: hereof, Borrower has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan and the Loan Documents as modified herein.
- Agreement and to perform the Loan Documents as codified herein. The execution and delivery of this Agreement, and the performance of the Loan Pocuments 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.
- 5. Representations, Warranties and Covenants of Grarantors. Each Guarantor hereby represents, warrants and covenants, with respect to himself only, to Lender as follows:
- (a) The representations and warranties of such Guarantor in the Indemnity Agreement and the Guaranty are true and correct in all material respects as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Agreement) under the Indemnity Agreement or the Guaranty, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.
- (c) The Indemnity Agreement and the Guaranty 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 such Guarantor, 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 such Guarantor from the date of his most recent financial statement received by Lender.

- (e) As of the date hereof, such Guarantor has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreement and the Guaranty.
- (f) This Agreement has been duly executed and delivered on behalf of such Guarantor.
- Reaffirmation of Guaranty and Indemnity Agreement. Each Guarantor ratifies and reaffirms the Guaranty and the Indemnity Agreement and agrees that the Guaranty and the Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement, and the modification of the Guaranty and the Indemnity Agreement pursuant to this Agreement.
- 7. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay 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.

8. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and 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 or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by them and that they expressly warrant and represent that they are duly authorized and empowered to execute them.
- (c) Notwithstanding the execution of this Agreement, the same shall not be deemed to constitute Lender or any of the Lenders a venturer or partner of or in any way associated with Borrower or Guarantors nor shall privity of contract be presumed to have been established with any third party.
- (d) Except as expressly modified hereby, the terms of the 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 "Loan Agreement", the "Mortgage", the "Note" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Mortgage, the Note 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 and Guarantors' obligations under this Agreement.

SIGNATURE PAGE FOLLOWS

OFFICE

1605316037 Page: 6 of 14

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

	<u>LENDER</u> :
	THE PRIVATEBANK AND TRUST COMPANY an Illinois state chartered bank By: Jake Noble
O _c	Title: Managing Orecto
Opon Opon	BORROWER:
Dor	BFD ACQUISITION CORPORATION, an Illinois corporation
Cof	By:
	Daniel A. Lukas
4	' Its President
	C
	GUARANTORS:
	Daniel A. Lukas
	Michael Dr wy

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

	<u>LENDER</u> :
	THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank
A) CO ₄	By: Name: Title:
O Crx.	BORROWER:
J-Ox	BFD ACQUISITION CORPORATION, an Illinois corporation
60/	By: Daniel A. Lukas Its President
	GUARANTORS:
	GOTH MITORS:

J. Michael Dew

STATE OF ILLINOIS)			
) ss.			
COUNTY OF COOK)			
	,			
I	. al	Notary Public	in and for sa	id County, in the State
aforesaid, DO HEREBY CE The PrivateBank and Trust (RTIFY that	votary rubine	in and for sa	ad County, in the State
The PrivateBank and Trust 6	Company an Illin	nie state obor	tarad banla vul	of
to me to be the same person	n whose name is	out state chai	the ferencia	io is personally known
before me this day in per	eon and columnial	adaad that 1	o die foregoinį	g instrument, appeared
before me this day in per	son and valuation	eugeu mat i	ie (sne) signe	ed and delivered said
instrument as his (her) own f	ice and voluntary	act for the use	es and purpose	es therein set forth.
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My commission expires				
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STATE OF ILLINOIS) (OUNT		
) ss.	0,		
COUNTY OF COOK)	4		
	,	'//x,		
The undersigned, a No.	otary Public in an	d for the said	County in th	e State aforesaid, DO
HEREBY CERTIFY that Da	niel A. Lukac th	Dragidant a	County, in th	e State aforesaid, DO
Illinois corporation, who is	nersonally known	to me to b	Acquis	Sition Corporation, an
subscribed to the foregoing in	personally known	Description of	e the same pe	erson whose name is
subscribed to the foregoing in	ned and delivers d	President, ap	peared before	me this day in person
and acknowledged that he sign	teu anu denvered	the said instri	iment as his o	vn free and voluntary
act and as the free and volum forth.	tary act of said co	orporation, to	r the uses and	purposes therein set
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	(SE	AL)		
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ı	1		DANIEL R M OFFICIAL	LSEAL 3
My commission expires $3/5$:110		网 Notary Public, S	tate of Illinois #
	1 -		My Commissi March 05	, 2016 ∮
				· ·

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
I,
My commission expires 35 (V) DANIEL R MORISETTE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 05, 2016
STATE OF ILLINOIS)
COUNTY OF COOK) ss.
I, Marge Marsette, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. Michael Drew, 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, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 4th day of 5th
NOTARY PUBLIC (SEAL) My commission expires DANIEL R MORISETTE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 05, 2016

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
1 Marie of con
I NUM Sacration, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Jake Noble, o
The PrivateBank and Trust Company, an Illinois state 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 said
instrument as his (her) own free and voluntary act for the uses and purposes therein set forth.
CIVEN under my hand and Notarial Seal this day of February 20110
OFFICIAL SEAL MONIKA SCRIA
Notary Public - State of Minois
My Commission Expires 0"7, 12, 2016 NOTARY PUBLIC
(SEAL)
My commission expires 10111110
My commission expires 117113416.
4
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
The undergrand a Note P. 11' in 10 at 15
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that Daniel A. Lukas, the President of SFD Acquisition Corporation, an
Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Provider
subscribed to the foregoing instrument as such President, appeared the fore me this day in person and acknowledged that he signed and delivered the said in the signed and delivered the said in the signed and delivered the said in the said in the signed and delivered the said in the
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 day of
NOTARY PUBLIC
(SEAL)
(OLAU)
My commission
My commission expires

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1, 2 AND 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 14, 15, 16, 17, 18 AND THE NORTHERLY 16 FEET OF LOT 19 AND THE VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

(EXCEPTING FROM PARCELS 1 AND 2 AFORESAID A PART OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, TOGETHER WITH A PART OF EACH OF LOTS 14, 15 AND 16 AND VACATED ALLEY EAST OF AID ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON 3 ADJUTION TO CHICAGO AFORESAID, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NUPTHEAST CORNER OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION AFORESAID, BEING THE INTERSECTION OF THE WEST LINE OF N. DAYTON STREET WITH THE SOUTH LINE OF W. BLACK YA', V'STREET AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF W. BLACKHAWK STRLET, A DISTANCE OF 261.84 FEET TO A POINT ON THE NORTH LINE OF LOT 14 IN J. A. YALE'S R SUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 44.35 FEET, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH FACE OF AN EXISTING BRICK BUILDING; THEY CE EAST ALONG SAID WESTWARD EXTENSION AND ALONG THE SOUTH FACE OF SAID BRICK BUI DING, A DISTANCE OF 129.45 FEET TO AN INTERSECTION WITH THE CENTER LINE OF AN EYISTING 17 INCH BRICK WALL AT A POINT WHICH IS 43.99 FEET (MEASURED PERPENDICULIRLY) SOUTH OF THE SOUTH LINE OF W. BLACKHAWK STREET; THENCE SOUTHEASTWARDLY / LO IG SAID CENTER LINE OF THE 17 INCH BRICK WALL, A DISTANCE OF 30.28 FEET TO AN INT. EPSECTION WITH THE CENTER LINE OF A 17 INCH BRICK WALL WHICH EXTENDS EAST TO THE WEST LINE OF SAID N. DAYTON STREET; THENCE EAST ALONG THE LAST DESCRIBED CENTER LIVE, A DISTANCE OF 127.25 FEET TO A POINT ON THE WEST LINE OF N. DAYTON STREET, WHICH POINT IS 73.96 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1 IN THE SENG COM, ANY'S RESUBDIVISION AND THENCE NORTH ALONG THE WEST LINE OF SAIL N. LAYTON STREET, SAID DISTANCE OF 73.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

PARCEL 3:

THAT PART OF VACATED NORTH FREMONT STREET VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965 AND RECORDED APRIL 9, 1965 AS DOCUMENT 19431486 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 58 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO AND RUNNING THENCE SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF LOT 14 TO 18, BOTH INCLUSIVE, IN SAID JOHN A. YALE'S RESUBDIVISION, ALONG THE WESTERLY LINE OF SAID 18 PRODUCED SOUTHERLY 16 FEET AND ALONG THE WESTERLY LINE OF LOT 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN SAID ELSTON'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS, A DISTANCE OF 226.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 53.72 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE 52.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PARCEL 5:

PERPETUAL EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT RECORDED JULY 12, 1979 AS DOCUMENT 25048235 OVER, IN AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 4 AND 5 IN SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MET ID, AN, IN COOK COUNTY, ILLINOIS AND MORE SPECIFICALLY IN AND ACROSS THE AREAS OCCUPIED BY EQUIPMENT IN THE BASEMENT OF THE IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF OPERATING, FUELING, ADJUSTING, INSPECTING, MAINTAINING AND REBUILLING SUCH EQUIPMENT AND IMPROVEMENTS; AND FOR USE FOR THE USUAL AND ORDINARY YUP POSES IN ALL THE EQUIPMENT AND IMPROVEMENT LOCATED ON THE SERVIENT TEN : FINT ALL OF WHICH CONSTITUTE FIXTURES OR IMPROVEMENTS ATTACHED TO AND FORMING PART OF THE REAL ESTATE DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: [Intentionally de eted.]

PARCEL 7;

TEL 7:

3 IN JOHNSON AND CARLS.
SUBDIVISION OF BLOCKS 38, 39, 40,
DITTON TO CHICAGO IN SECTION 5, TOWN
INCIPAL MERIDIAN, IN COOK COUNTY, ILLI NOIS

Address: 1450 North Dayton, Chicago, IL 60642

OIN: 17-05-218-010-0000
17-05-218-009-0000
218-005-0000
2000

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EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

PARCEL 1:

THAT PART OF LOT 2 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 THE RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 S CONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 44.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 3, A DISTANCE OF 24.53 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG GA D NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, FAVING A RADIUS OF 265,87 FEET, A CHORD BEARING OF NORTH 67 DEGREES 11 MINUTES 23 SECONDS WEST, 121.76 FEET TO THE WESTERLY LINE OF SAID LOT 2: THENCE SOUTH 32 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE 39.47 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 2: THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 282.87 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 03 MINUTES 54 SECONDS EAST, 74.53 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THOSE PARTS OF LOTS 2 AND 4 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 47, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 3. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDANG TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND EASTERLY EXTENSION OF SAID LOT 3, A DISTANCE OF 68.97 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES; (1) THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 53 MINUTES 46 SECONDS EAST, 33.28 FEET TO A

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POINT OF CURVATURE; (2) THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS EAST 97.37 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 17 SECONDS WEST ALONG A LINE 174.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 174.93 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 32 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE 77.17 FEET TO THE POINT OF BEGINNING.

Address: 848 W. Eastman Street, Chicago, IL

III

17-05-217-005-0000 (affects subject property and other property)
17-05-217-006-0000 (affects subject property and other property)