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Doc#: 1615915038 Fee: \$64.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/07/2016 01:55 PM Pg: 1 of 14

Prepared by and to be Returned to:

Elizabeth Pfeiler Marriott
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

Permanent Tax Index Numbers
and Address: See Exhibit A

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") dated as of May 20, 2016 (the "Agreement Date"), is entered into by and among BELLWOOD PROPERTY, LLC, an Illinois limited liability company (the "Borrower"), BELLWOOD NURSING CENTER, LLC, an Illinois limited liability company, d/b/a/ Bellwood Developmental Center (the "Operator"), and JOSEPH BRANDMAN and DALIA BRANDMAN (the "Individual Guarantors") (the Operator and the Individual Guarantors being referred to herein collectively as the "Guarantors" and the Borrower, the Operator and the Individual Guarantors being referred to herein collectively as the "Borrower/Guarantor Parties"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (the "Lender").

RECITALS

A. The Borrower/Guarantor Parties and the Lender heretofore entered into the following documents (collectively, the "Documents"):

(i) Loan Agreement dated as of May 22, 2012 (the "Loan Agreement"), by and between the Borrower and the Lender.

(ii) Promissory Note dated May 22, 2012 (the "Note"), from the Borrower to the Lender in the principal amount of \$2,150,000.

(iii) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 22, 2012 (the "Mortgage"), by the Borrower to and for the benefit of the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 2012, as Document No. 1215741013.

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(iv) Assignment of Rents and Leases dated as of May 22, 2012, by the Borrower to and for the benefit of the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 2012, as Document No. 1215741014.

(v) Environmental Indemnity Agreement dated as of May 22, 2012, by the Borrower/Guarantor Parties to and for the benefit of the Lender.

(vi) Guaranty of Payment and Performance dated as of May 22, 2012, by the Guarantors to and for the benefit of the Lender.

B. The parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein, all as modifications, amendments and continuations of, but not as novations of, the Documents.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Defined Terms.

(a) The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

(b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement.

Section 2. Extension of Maturity Date; Amendment of Mortgage to Reflect Extension of Operator Loan Maturity Date.

(a) The maturity date of the Loan and the Note is hereby extended from May 22, 2017, to May 22, 2021, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this Section, the date "May 22, 2017" is hereby changed to "May 22, 2021" each time it appears in the Documents in reference to the maturity date of the Loan and the Note, including, without limitation in the definition of the term "Maturity Date" in Section 1.1 of the Loan Agreement, in Section 1 of the Note and in Recital A. on page one of the Mortgage.

(b) Contemporaneously with the execution and delivery of this Agreement, the Borrower/Guarantor Parties and the Lender are entering into a Fourth Modification Agreement dated as of the Agreement Date, related to the Operator Loan (as defined in the Mortgage), which Operator Loan, together with the Loan, is secured by the Mortgage. In order to reflect the extension of the maturity date of the Operator Loan and the Operator Loan Note (as defined in the Mortgage) provided for in said Fourth Modification Agreement, in Recital C. on page one of the Mortgage, the date "May 21, 2013" is hereby changed to "May 16, 2017," effective as of the Agreement Date.

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Section 3. Changes in Interest Rates.

(a) The definitions of the terms “Applicable Margin” and “Floating Rate” in Section 2.1(a) of the Note are hereby modified and amended in their entirety to read as follows, effective as of the Agreement Date, with the existing definitions of the terms “Applicable Margin” and “Floating Rate” in Section 2.1(a) of the Note to remain in effect for periods prior to the Agreement Date:

“**Applicable Margin**” means (i) in the case of the LIBOR Rate 3.75%, and (ii) in the case of the Floating Rate, 0.75%.

“**Floating Rate**” means a floating per annum rate of interest equal to the Prime Rate plus the Applicable Margin. Changes in the Floating Rate to be charged hereunder based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate.

(b) Section 2.1(b) of the Note is hereby modified and amended in its entirety to read as follows, effective as of the Agreement Date, with existing Section 2.1(b) of the Note to remain in effect for periods prior to the Agreement Date:

(b) **LIBOR Rate.** Except as otherwise expressly provided in this Note, interest shall accrue on the principal balance of this Note through the Maturity Date at a rate of interest equal to a per annum rate of interest (the “**LIBOR Rate**”) equal to LIBOR (as defined in paragraph (c) below) for the relevant Interest Period (as defined in paragraph (c) below), plus the Applicable Margin, such LIBOR Rate to remain fixed for such Interest Period.

Section 4. Revised Definition of LIBOR. The definition of the term “LIBOR” in Section 2.1(c)(iii) of the Note is hereby modified and amended in its entirety to read as follows, effective as of the Agreement Date, with the existing definition of the term “LIBOR” in Section 2.1(c)(iii) of the Note to remain in effect for periods prior to the Agreement Date:

(iii) “**LIBOR**” shall mean a rate of interest equal to the greater of (A) zero percent per annum, and (B) the result of dividing (1) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant Interest Period are offered in the London Interbank Eurodollar market at 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period (or three Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the Bloomberg Financial Markets system (or other authoritative source selected by the Lender in its sole discretion), by (2) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D), such rate to remain fixed for such Interest Period, or as

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LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error.

Section 5. Change in Amount of Principal Payments on the Note.

(a) Paragraph (b) of Section 3.1 of the Note is hereby amended and restated in its entirety to read as follows effective as of the Agreement Date, with existing paragraph (b) of Section 3.1 of the Note to remain in effect for periods prior to the Agreement Date:

(b) On the first day of the month of June, 2012, and on the first day of each month thereafter through and including the month of June, 2016, in addition to accrued interest on this Note payable as provided in paragraph (a) above, a payment of principal on this Note in the amount of \$9,000 shall be due and payable, and such payments may be made to the Sinking Fund Account subject to the terms and conditions of Section 3.4 of the Loan Agreement. On the first day of the month of July, 2016, and on the first day of each month thereafter through and including the month in which the Maturity Date occurs, in addition to accrued interest on this Note payable as provided in paragraph (a) above, a payment of principal on this Note in the amount of \$8,620 shall be due and payable, and such payments may be made to the Sinking Fund Account subject to the terms and conditions of Section 3.4 of the Loan Agreement.

(b) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

Section 6. Release of Funds from Sinking Fund Account.

(a) On the Agreement Date, provided that no Default or Event of Default under this Agreement, the Loan Agreement or any of the other Documents has occurred and is continuing, the entire \$432,362.71 currently on deposit in the Sinking Fund Account shall be released from the Sinking Fund Account to the Borrower, to be used in such manner as Borrower shall elect (subject to the provisions of Section 7.11(c) of the Loan Agreement relating to Distributions).

(b) Following the release of funds from the Sinking Fund Account provided for in paragraph (a) of this Section, the Borrower shall have the option to continue to maintain and use the Sinking Fund Account in accordance with and subject to the provisions of Section 3.4 of the Loan Agreement.

(c) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

Section 7. Financing Fee. As a condition to agreements of the Lender provided for in this Agreement, on the Execution Date, the Borrower shall pay to the Lender a non-refundable financing fee in the amount of \$17,200.

Section 8. Attachment to Note. The Lender may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

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Section 9. Representations and Warranties. The term “**Signing Entity**” as used in this Section means any entity (other than a Borrower/Guarantor Party itself) that appears in the signature block of any Borrower/Guarantor Party in this Agreement or any of the Documents, if any. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Lender as follows as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement:

(a) Each Borrower and each Operator is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Iowa, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.

(b) Each Individual Guarantor is under no legal disability and has full right, power and authority to enter into this Agreement and each of the Documents to which he or she is a party and to perform and consummate the transactions contemplated hereby and thereby.

(c) Each Signing Entity is duly organized, validly existing and in good standing under the laws of the State in which it is organized, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute this Agreement and the Documents in the capacity shown in each signature block contained in this Agreement and the Documents in which its name appears, and such execution has been duly authorized by all necessary legal action applicable to such Signing Entity.

(d) This Agreement and each of the Documents has been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement and each of the Documents constitutes a valid and legally binding obligation enforceable against such of the Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement and the Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the organizational documents of any Borrower/Guarantor Party or any Signing Entity, or any agreement or other instrument to which any of the Borrower/Guarantor Parties or any Signing Entity is a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.

(e) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents.

(f) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties or any Signing Entity, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.

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(g) The statements contained in the Recitals to this Agreement are true and correct.

Section 10. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Lender, by entering into this Agreement, does not waive any existing or future Default or Event of Default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Lender has not heretofore waived any Default or Event of Default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge and agree that they do not have any defense, setoff or counterclaim to the payment or performance of any of their obligations under, or to the enforcement by the Lender of, the Documents, as modified and amended herein, including, without limitation, any defense, setoff or counterclaim based on the covenant of good faith and fair dealing. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement. Electronic records of executed documents maintained by the Lender shall be deemed to be originals thereof.

Section 11. Certifications, Representations and Warranties. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Lender that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Lender are true and correct as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.

Section 12. Entire Agreement; No Reliance. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth. The Borrower/Guarantor Parties acknowledge that they are executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

Section 13. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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Section 15. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 16. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Borrower/Guarantor Parties and the Lender, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 17. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Agreement maintained by the Lender shall be deemed to be an original.

Section 18. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

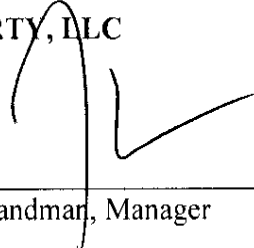
Section 19. Waiver of Trial by Jury. THE PROVISIONS OF THE LOAN AGREEMENT AND THE OTHER DOCUMENTS RELATING TO WAIVER OF TRIAL BY JURY SHALL APPLY TO THIS AGREEMENT.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

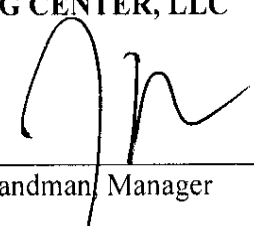
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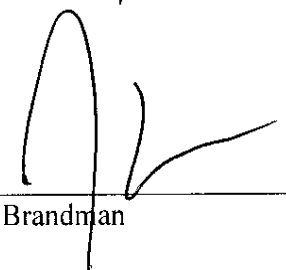
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

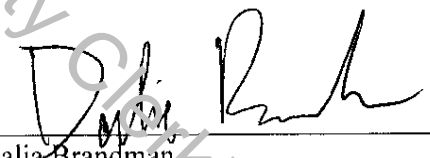
BELLWOOD PROPERTY, LLC

By 
Joseph Brandman, Manager

BELLWOOD NURSING CENTER, LLC

By 
Joseph Brandman, Manager


Joseph Brandman


Dalia Brandman

THE PRIVATEBANK AND TRUST COMPANY

By _____
Anthony F. Kolovitz, Associate Managing Director

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BELLWOOD PROPERTY, LLC

By _____
Joseph Brandman, Manager

BELLWOOD NURSING CENTER, LLC

By _____
Joseph Brandman, Manager

Joseph Brandman

Dalia Brandman

THE PRIVATEBANK AND TRUST COMPANY

By Anthony F. Kolovitz
Anthony F. Kolovitz, Associate Managing Director

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

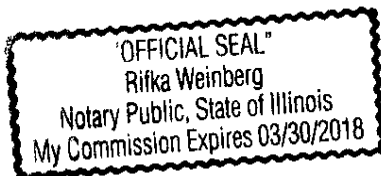
The foregoing instrument was acknowledged before me this 12 day of May, 2016, by Joseph Brandman, Manager of Bellwood Property, LLC, an Illinois limited liability company, on behalf of the company.



Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/18

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12 day of May, 2012, by Joseph Brandman, Manager of Bellwood Nursing Center, LLC, an Illinois limited liability company, on behalf of the company.



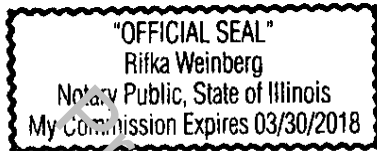
Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/18

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this 12 day of May, 2016, by Joseph Brandman.

Printed Name: Rifka Weinberg

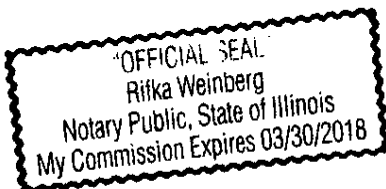
Notary Public

Commission Expires: 3/30/18

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this 12 day of May, 2016, by Dalia Brandman.

Printed Name: Rifka Weinberg

Notary Public

Commission Expires: 3/30/18

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 13th day of May, 2016, by Anthony F. Kolovitz, Associate Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, on behalf of the corporation.

Eugenia Rodriguez Spina
 Printed Name: Eugenia Rodriguez Spina
 Notary Public
 Commission Expires: 5/28/19



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: (105 Eastern Avenue, Bellwood, Illinois 60104)

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ 527.00 FEET SOUTH OF THE SOUTH OF RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY, PREDECESSOR OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME WAS LOCATED AND ESTABLISHED IN 1848; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$, A DISTANCE OF 149.42 FEET TO A POINT, SAID POINT BEING ALSO DISTANT 50 FEET SOUTHERLY, MEASURED RADially, FROM THE CENTER LINE OF THE SOUTHERLY (WESTBOUND) MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE EASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 5779.65 FEET (THE LONG CHORD OF WHICH FORMS AN ANGLE OF 88 DEGREES 28 MINUTES 09 SECONDS MEASURED CLOCKWISE IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF THE SAID NORTHEAST $\frac{1}{4}$ AND HAS A LENGTH OF 553.25 FEET, A DISTANCE OF 553.49 FEET TO A POINT OF TANGENT; THENCE EASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 121.95 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 136 DEGREES 19 MINUTES 36 SECONDS MEASURED COUNTERCLOCKWISE, FROM THE LAST DESCRIBED LINE A DISTANCE OF 243.09 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 110 DEGREES 24 MINUTES 19 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 43.7 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A CURVED LINE THEREIN TO BE KNOWN AS LINE 'A' CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 758.60 FEET AND EXTENDING NORTHWESTERLY FROM A POINT IN THE SOUTH LINE OF THE AFORESAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, A DISTANCE OF 54.0 FEET WEST FROM THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD TO A POINT OF INTERSECTION WITH A LINE THEREIN TO BE KNOWN AS LINE 'B' DRAWN FROM A POINT IN THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD, 303 FEET SOUTH OF THE AFORESAID SOUTH LINE OF THE RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY, TO THE SAID POINT OF BEGINNING OF THE LAND THEREIN DESCRIBED, THE LAST SAID POINT OF INTERSECTION BEING 440 FEET WEST, AS MEASURED ALONG SAID LINE 'B' OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD; THENCE NORTHWESTERLY ALONG SAID LINE 'A', A DISTANCE OF 56.4 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH SAID LINE 'B';

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THENCE WESTERLY ALONG AFORESAID LINE 'B', A DISTANCE OF 799.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE WEST 95 FEET OF THE ABOVE-DESCRIBED TRACT) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: (105 EASTERN AVE., BELLWOOD, ILLINOIS)

THAT PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF EASTERN AVENUE 466.0 FEET NORTH OF GRANT STREET, AS WIDENED PER DOCUMENT NO. 18007308; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 450 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 112.95 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 362.05 FEET NORTH OF THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 313.84 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 158.13 FEET TO A POINT ON AN ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 758.60 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, A DISTANCE OF 56.44 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD 303 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD TO A POINT ON THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$, 527 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY, SAID POINT OF INTERSECTION, BEING 440 FEET WEST OF THE WEST LINE OF THE CHICAGO JUNCTION RAILROAD AS MEASURED ALONG SAID DESCRIBED LINE; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 766.63 FEET MEASURED TO A POINT ON THE EAST LINE OF EASTERN AVENUE; THENCE SOUTH ALONG THE EAST LINE OF EASTERN AVENUE, 61.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 105 Eastern Avenue, Bellwood, Illinois 60104

PIN No. 15-09-~~200~~-023-0000