

# UNOFFICIAL COPY

This Instrument prepared by  
and after recording should be  
returned to:

Drew J. Scott, Esq.  
Scott & Kraus, LLC  
150 S. Wacker, Suite 2900  
Chicago, Illinois 60606



Doc#: 1626045015 Fee: \$64.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/16/2016 08:18 AM Pg: 1 of 13

PIN(s):

20-17-431-018-0000  
20-17-431-019-0000  
20-17-431-020-0000  
20-17-431-021-0000  
20-17-431-022-0000

Common Address:

6202 S. Halsted, Chicago, Illinois 60621

## FIFTH MODIFICATION TO LOAN DOCUMENTS

THIS FIFTH MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is dated as of June 5, 2016 by and among EAST LAKE MANAGEMENT & DEVELOPMENT CORP., an Illinois corporation (the "Borrower"), whose address is 2850 S. Michigan Avenue, Chicago, Illinois 60616, ELZIE L. HIGGINBOTTOM, an Individual (the "Guarantor"), CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated November 20, 1993, and known as Trust No. 93-2154 (the "Trust", and together with the Borrower and the Guarantor, the "Borrower Parties"), and MB FINANCIAL BANK, N.A. an Illinois banking corporation, successor in interest to COLE TAYLOR BANK (the "Lender"), whose address is 6111 North River Road, Rosemont, Illinois 60018.

WITNESSETH:

A. Lender made loans (the "Loans") to Borrower in the original aggregate principal amount of \$2,546,682.73.

B. One or more of the Borrower Parties and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and securing the Loans, each as amended by that certain Modification to Loan Documents dated as of June 1, 2010 made by Borrower Parties and Cermak Borrower Parties (as defined herein) ("First Modification"), Second Modification to Loan Documents dated June 5, 2011 made by Borrower Parties and Cermak Borrower Parties ("Second Modification"), Third

S YS  
P 13  
S 10  
M YS  
SC YS  
E 10  
INT 10

13/25

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Modification to Loan Documents dated June 30, 2012 made by Borrower Parties ("Third Modification"), Fourth Modification to Loan Documents dated March 27, 2013 made by Borrower Parties ("Fourth Modification") (all of which are collectively referred to herein as the "Loan Documents"):

1. Amended and Restated Term Note dated as of June 30, 2009, made by Trust payable to the order of Lender in the original principal amount of \$546,682.73 (the "Term Note");
2. Third Amended and Restated Promissory Note dated as of June 5, 2011 made by Borrower payable to the order of Lender in the principal amount of \$1,279,305.35 (the "Converted Term Note");
3. Revolving Credit Loan Agreement dated as of June 1, 2009, by and between Borrower and Lender;
4. Amended and Restated Mortgage dated as of June 30, 2009, made by the Trust in favor of Lender and recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 16, 2009, as Document No. 0919739041, as amended by the First Modification recorded on August 4, 2010 as Document No. 1021629051, Second Modification recorded on June 29, 2011 as Document No. 1118044089, and Third Modification recorded on August 8, 2012 as Document No. 1222144085 (collectively, the "Mortgage"), each encumbering the property commonly known as 6202 S. Halsted, Chicago, IL and legally described on Exhibit "A" attached thereto (the "Mortgaged Property");
5. Amended and Restated Assignment of Rents dated as of June 30, 2009, made by the Trust in favor of Lender, and recorded in the Recorder's Office on July 16, 2009, as Document No. 0919739042, encumbering the Mortgaged Property;
6. Amended and Restated Guaranty of Payment dated as of June 1, 2009, made by Guarantor in favor of Lender (the "Guaranty");
7. Amended and Restated Collateral Assignment of Beneficial Interest in Trust dated June 30, 2009, made by Borrower, Guarantor and Trust in favor of Lender;
8. Environmental Indemnity Agreement dated as of June 30, 2009, made by Borrower and Guarantor in favor of Lender; and
9. any and all other documents, agreements or instruments executed or delivered at any time in connection with the Loans.

C. One or more of HANNIBAL-GONZALES ENVIRONMENTAL SERVICES CORPORATION, an Illinois corporation ("Hannibal"), the Guarantor, CHICAGO TITLE

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LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated June 19, 1995, and known as Trust No. 95-2052 (the "Cermak Trust", and together with Hannibal and the Guarantor, the "Cermak Borrower Parties"), and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and securing the loan to the Cermak Borrower Parties in the original aggregate principal amount of \$828,860.00, each as further amended from time to time ("Cermak Loan") (collectively, the "Cermak Loan Documents"):

1. Note dated as of June 30, 2009, made by Cermak Trust payable to the order of Lender in the original principal amount of \$828,860.00, as amended by that certain Third Modification to Loan Documents dated as of June 30, 2012 ("Cermak Third Modification") and recorded with the Recorder's Office on August 8, 2012 as Document No. 1222144086 made by Cermak Borrower Parties and Lender (together, the "Cermak Note");
2. Mortgage dated as of June 30, 2009, made by the Cermak Trust in favor of Lender and recorded in the Recorder's Office on July 16, 2009, as Document No. 0919739037, as amended by the First Modification, Second Modification and Cermak Third Modification (collectively, the "Cermak Mortgage"), each encumbering the property commonly known as 1643-45 W. Cermak, 2220-24 Blue Island Avenue, Chicago, Illinois 60608 (the "Cermak Mortgaged Property");
3. Collateral Assignment of Rents dated as of June 30, 2009, made by the Cermak Trust in favor of Lender, and recorded in the Recorder's Office on July 16, 2009, as Document No. 0919739058, encumbering the Cermak Mortgaged Property;
4. Guaranty of Payment dated as of June 30, 2009, made by Guarantor in favor of Lender;
5. Security Agreement dated as of June 30, 2009 made by Hannibal and Cermak Trust in favor of Lender;
6. Security Agreement Collateral Assignment of Beneficial Interest in Trust dated June 30, 2009, made by Hannibal and Guarantor in favor of Lender;
7. any and all other documents, agreements or instruments executed or delivered at any time in connection with the Cermak Loan.

D. The Cermak Loan and the Loans are cross-collateralized and cross-defaulted pursuant to that certain Cross Collateralization and Cross Default Agreement dated as of June 30, 2009, by and among the Cermak Trust, the Trust and Lender and recorded in the Recorder's Office on July 16, 2009, as Document No. 0919739043 (the "Cross Collateralization Agreement").

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E. As the date hereof, the outstanding principal amount of the Converted Term Note is \$1,098,543.89.

F. The parties desire to make certain modifications and amendments to the Loan Documents to, among other things: (i) extend the maturity date of the Converted Term Note seven years, (ii) modify the interest rate in the Converted Term Note to a fixed rate per annum of 4.75%, (iii) modify the payment amounts of the Converted Term Note, and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:

## 1. AGREEMENTS.

1.1 Recitals. The foregoing Recitals are hereby made a part of this Agreement.

1.2 Definitions. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Documents.

## 2. AMENDMENTS TO THE CONVERTED TERM NOTE.

2.1 Lender. The words Cole Taylor Bank in each place they appear in the Note with reference to the "Lender" are hereby replaced with the words: MB FINANCIAL BANK, N.A. successor in interest to COLE TAYLOR BANK.

2.2 Agreement to Pay. Section 1.1 of the Converted Term Note is hereby amended and restated as follows:

1.1 AGREEMENT TO PAY. For value received, EAST LAKE MANAGEMENT & DEVELOPMENT CORP., an Illinois corporation ("Borrower"), whose address is 2850 S. Michigan Avenue, Chicago, Illinois 60616, hereby promises to pay to the order of MB FINANCIAL BANK, N.A. successor in interest to COLE TAYLOR BANK (the "Lender"), whose address is 6111 North River Road, Rosemont, Illinois 60018, the principal sum of ONE MILLION NINETY-EIGHT THOUSAND FIVE HUNDRED FORTY-THREE AND 89/100 DOLLARS (\$1,098,543.89) (the "Loan"), or so much of the Loan as may be advanced under and pursuant to this Note, on or before June 5, 2023 (the "Maturity Date"), at the place and in the manner provided below, together with interest thereon at the rate or rates described below, and any and all other amounts that may be due and payable hereunder or under the "Loan Documents" (as defined below) from time to time. Capitalized terms used but not otherwise defined in this Third Amended and

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Restated Promissory Note (this "Note") shall have the meanings ascribed to them in that certain Revolving Credit Loan Agreement dated as of June 1, 2009 as further amended from time to time (as may be amended, restated or replaced from time to time, the "Loan Agreement").

2.3 Interest Rate. Section 2.1 of the Converted Term Note is hereby amended and restated as follows:

2.1 Interest Prior to Default. Interest shall accrue on the principal balance of this Note outstanding from the date hereof through the Maturity Date at a fixed rate equal to four and  $\frac{3}{4}$  of one percent (4.75%) per annum (the "Interest Rate").

2.4 Payment Terms. Section 3.1 of the Converted Term Note is hereby amended and restated as follows:

3.1 Principal and Interest. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) Commencing on July 5, 2016, and continuing on the fifth (5<sup>th</sup>) day of each month thereafter, through and including the month in which the Maturity Date occurs, equal monthly payments (based upon (7) year amortization), including principal and interest of \$15,398.00, shall be due and payable. Principal amounts repaid on the Loan may not be borrowed again;

(b) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents shall be due and payable in full on the Maturity Date.

### 3. AMENDMENTS TO OTHER LOAN DOCUMENTS.

3.1 Lender. The words Cole Taylor Bank in each place they appear in the Loan Documents with reference to the "Lender" are hereby replaced with the words: MB FINANCIAL BANK, N.A. successor in interest to COLE TAYLOR BANK.

3.2 Maturity Date. All references in the Loan Documents to the maturity date of the Converted Term Note shall mean June 5, 2023. All instances in the Loan Documents of June 5, 2016 are hereby replaced with June 5, 2023 with respect to the Converted Term Note. All words and figures in the Loan Documents in reference to the maturity date of the Converted Term Note are hereby replaced with the word and figures "June 5, 2023" in each place they appear in the Loan Documents.

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3.3 Interest Rate. All references in Loan Documents to the "Interest Rate" of the Converted Term Note shall mean four and  $\frac{3}{4}$  of one percent (4.75%) in each place it appears in any of the Loan Documents.

**4. DOCUMENTS TO REMAIN IN EFFECT; CONFIRMATION OF OBLIGATIONS; REFERENCES.** The Loan Documents and the Cross Collateralization Agreement shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. Each of the Borrower Parties hereby (i) confirms and reaffirms all of its or his obligations under the Loan Documents or the Cross Collateralization Agreement as modified and amended herein; (ii) acknowledges and agrees that the Lender, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Loan Documents or the Cross Collateralization Agreement, or any rights or remedies under any of the Loan Documents or the Cross Collateralization Agreement, except as expressly provided herein; (iii) acknowledges and agrees that, except as expressly provided herein, the Lender has not heretofore waived any default or event of default under any of the Loan Documents or the Cross Collateralization Agreement, or any rights or remedies under any of the Loan Documents or the Cross Collateralization Agreement; and (iv) acknowledges that it or he does not have any defense, set off or counterclaim to the payment or performance of any of its or his obligations under the Loan Documents or the Cross Collateralization Agreement as modified and amended herein. All references in the Loan Documents to any one or more of the Loan 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. All references in the Cross Collateralization Agreement to "LOC Documents" means the Loan Documents as amended hereby.

**5. REPRESENTATIONS AND WARRANTIES.**

5.1 Authorization; No Conflicts. This Agreement has been duly authorized, executed and delivered by each of the Borrower Parties and constitutes a valid and legally binding obligation enforceable against each of the Borrower Parties. The execution and delivery of this Agreement and the Loan 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 articles of incorporation or bylaws of Borrower or the trust agreement of the Trust, or any agreement or other instrument to which any of the Borrower is a party, or by which any such party is bound, or to which any of his or its properties are subject, or any existing law, administrative regulation, court order or consent decree to which any such party is subject.

5.2 Compliance with Loan Documents. The representations and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, each of the Borrower Parties

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has complied with and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

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

5.4 Recitals. The statements contained in the recitals to this Agreement are true and correct.

5.5 Validity and Binding Effect of Loan Documents. The Loan Documents, as amended hereby, are legal, valid and binding obligations of the Borrower Parties enforceable against each of the Borrower Parties in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6. **RELEASE AND WAIVER** Each of the Borrower Parties and Cermak Borrower Parties does hereby release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents or the Cross Collateralization Agreement and any agreements, documents and instruments relating to the Loan Documents or the Cross Collateralization Agreement and the administration of the Loan Documents, all indebtedness, obligations and liabilities of the Borrower Parties or the Cermak Borrower Parties to Lender and any agreements, documents and instruments relating to the Loan Documents or the Cross Collateralization Agreement (collectively, the "Claims"), which any of the Borrower Parties or Cermak Borrower Parties now has against Lender or ever had, or which might be asserted by their heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Agreement. Each of the Borrower Parties and Cermak Borrower Parties expressly acknowledges and agrees that it or he has been advised by counsel in connection with this Agreement and that it or he understands that this Paragraph constitutes a general release of Lender and that it or he intends to be fully and legally bound by the same.

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7. **CONDITIONS PRECEDENT.** This Agreement shall become effective as of the date above first written after receipt by Lender of the following:

7.1 **Agreement.** This Agreement duly executed by the Borrower Parties and Lender.

7.2 **Resolutions.** Certified copies from the Secretary of Borrower of the resolutions authorizing the execution, delivery and performance of this Agreement and the related loan documents.

7.3 **Fee.** A transaction fee in the amount of \$10,985, which fee shall be fully earned by and paid to Lender upon execution of this Agreement.

7.4 **Tract Search.** A tract search for the Mortgaged Property acceptable to Lender.

7.5 **Other Documents.** Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request or as set forth on the closing checklist.

## 8. **GENERAL.**

8.1 **Governing Law; Severability.** This Agreement shall be construed in accordance with and governed by the laws of Illinois. Wherever possible, any provision in any of the Loan Documents and this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in any of the Loan Documents and this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Agreement.

8.2 **Successors and Assigns.** This Agreement shall be binding upon each of the Borrower Parties and Lender and their respective successors and assigns, and shall inure to the benefit of the Borrower Parties and Lender and the successors and assigns of Lender.

8.3 **Expenses.** Borrower shall pay all costs and expenses in connection with the preparation of this Agreement and other related loan documents, including, without limitation, reasonable attorneys' fees. Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

8.4 **Counterparts.** 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 Agreement. Receipt of an executed signature page to this



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Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

8.5 Jury Waiver. EACH OF THE BORROWER PARTIES AND LENDER IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

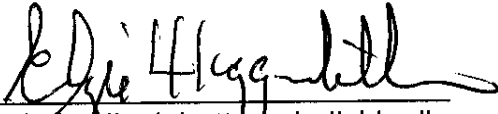
8.6 Exculpatory Language. This Agreement is executed by Chicago Title Land Trust Company, as successor trustee to Cole Taylor Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as Trustee, and under the express direction of the beneficiary of the aforesaid Trust Agreement. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever against Chicago Title Land Trust Company, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of the Trust, and that all personal liability of Chicago Title Land Trust Company, of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security hereunder; and that so far as Trustee is concerned, the owner of any liability accruing hereunder shall look solely to the trust estate for the payment thereof.

[SIGNATURE PAGE FOLLOWS]

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


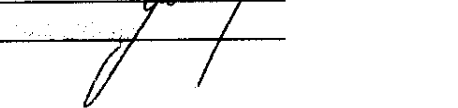
BORROWER PARTIES:

  
Elzie L. Higginbottom, individually

**EAST LAKE MANAGEMENT & DEVELOPMENT CORP.**, an Illinois corporation


By:   
Elzie L. Higginbottom,  
its President

**CHICAGO TITLE LAND TRUST COMPANY**, successor trustee to Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated November 20, 1993, and known as Trust No. 93-2154

By:   
Its: 

LENDER:

**MB FINANCIAL BANK, N.A.**, an Illinois banking corporation, as successor in interest to COLE TAYLOR BANK

By:   
Name: Daniel Dowd  
Title: VP

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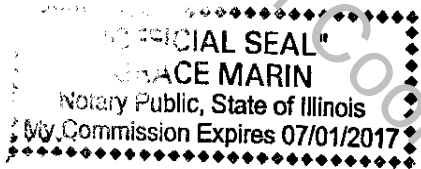
STATE OF ILLINOIS                    )  
   ) SS  
 COUNTY OF COOK                    )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of Chicago Title Land Trust Company, as successor trustee to Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated November 20, 1993, and known as Trust No. 93-2154, 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 as such \_\_\_\_\_, and signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of July, 2016.

*Grace Marin*

Notary Public



My Commission Expires: 7/1/2017

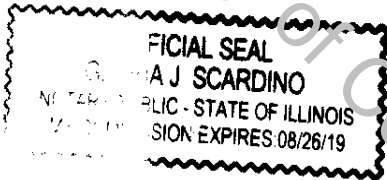
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Elzie L. Higginbottom, President of East Lake Management & Development Corp., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person 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 limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of June, 2016.

Gloria J. Scardino  
Notary Public



My Commission Expires: 8-26-19

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 Elzie L. Higginbottom, 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 17th day of June 2016.

Gloria J. Scardino  
Notary Public



My Commission Expires: 8-26-19

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## EXHIBIT A

### LEGAL DESCRIPTION

Common Address: 6202 S. Halsted, Chicago, Illinois 60621

PIN(s):

20-17-431-018-0000, 20-17-431-019-0000, 20-17-431-020-0000, 20-17-431-021-0000,  
and 20-17-431-022-0000

Legal Description:

LOTS 1 TO 3, BOTH INCLUSIVE, IN EHRLER AND HESSERT'S SUBDIVISION OF THE NORTH 5 1/3 ACRES OF THE SOUTH 9 1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

ALL THAT PART OF VACATED ORIGINAL WEST 62ND STREET, NOW KNOWN AS SOUTH PEORIA DRIVE, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, SAID POINT BEING 0.31 OF A FOOT WEST OF THE EAST LINE OF SAID LOT, IN EHRLER AND HESSERT'S SUBDIVISION OF THE NORTH 5 1/3 ACRES OF THE SOUTH 9 1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG A LINE 0.31 OF A FOOT WEST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.12 FEET TO ITS INTERSECTION WITH A CURVED LINE; THENCE WESTERLY ALONG SAID CURVED LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 503.98 FEET, A DISTANCE OF 85.32 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 39.56 FEET TO A POINT; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 101 DEGREES 25 MINUTES WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 0.49 OF A FOOT EAST OF THE WEST LINE OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE OF LOT 1 TO THE POINT OF BEGINNING; VACATED AS PER DOCUMENT NUMBER 22288905, IN COOK COUNTY, ILLINOIS