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KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/08/2017 10:11 AM PG: 1 OF 18

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This document prepared by and after recording return to:

Michael S. Kurtzon, Esq. Dykema Gossett PLLC 10 S. Wacker Dr., Ste. 2300 Chicago, IL 60606

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This document prepared by and after recording return to:

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Michael S. Kurtzon, Esq. Dykema Gossett PLLC 10 South Wacker Drive Suite 2300 Chicago, Illinois 60606

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SECUND MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS MODIFICATION AGREEMENT

THIS SECOND MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS MODIFICATION AGREEMENT (this "Agreement") is made effective as of the 10th day of March, 2017, by and among PULASKI PROMENADE, LLC, a Delaware limited liability company ("Borrower"), INP RETAIL, L.P., a Delaware limited partnership and GARY A. PACHUCKI (collectively, the "Guarantors") and ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan facility to Borrower consisting of (a) a bridge loan in the principal amount of Three Million Seven Hundred Ninety-Five Thousand Forty-Eight and no/100 Dollars (\$3,795,048.00) (the "Bridge Loan") and (b) a construction loan in the amount of Twenty Million Two Hundred Eighty-Two Thousand Four Hundred Thir y-Nine and no/100 Dollars (\$20,282,439.00) (the "Construction Loan" and, together with the Bridge Loan, the "Loans"), pursuant to the terms and conditions of a Construction Loan Agreement dated as of September 10, 2014 between Borrower and Lender, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by (i) a Promissory Note (Bridge Loan) dated September 10, 2014, in the principal amount of the Bridge Loan made payable by Borrower to the order of Lender (the "Bridge Loan Note") and (ii) a Promissory Note (Construction Loan) in the principal amount of the Construction Loan made payable by Borrower to the order of Lender (the "Construction Loan Note") and, together with the Bridge Loan Note, the "Notes").

- B. The Loans and Notes are secured by a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated September 10, 2014 from Borrower to Lender recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 10, 2014, as Document No. 1425322084 ("Mortgage"), as modified pursuant to a certain Mortgage and Assignment of Leases and Rents Modification Agreement dated as of November 21, 2016 and recorded with the Recorder's Office on December 12, 2016 as Document No. 1634722134, which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated September 10, 2014, from Borrower to Lender and recorded in the Recorder's Office on September 10, 2014, as Document No. 1425322085 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated September 12, 2014 from Borrower and Guarantors to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Notes, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loans, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").
- C. The Loans are further secured by (i) a Guaranty of Completion dated September 10, 2014 from Guarantors to Lender (the "Completion Guaranty"), (ii) a Guaranty of Payment (Bridge Loan and Letter of Credit Facility) dated September 10, 2014 from INP Retail, L.P. to Lender (the "Bridge Loan Guaranty") and (iii) a Guaranty of Payment (Construction Loan) dated September 10, 2014 from INP Retail, L.F. to Lender (the "Construction Loan Guaranty" and, together with the Completion Guaranty and the Bridge Loan Guaranty, the "Guarantees").
- D. Pursuant to a certain Modification of Loan Documents among the parties, the Maturity Date of the Loans was extended to March 10, 2017.
- E. Pursuant to that certain Application For Standby Letter of Credit between Borrower and Lender and that certain Letter of Credit Agreement dated August 24, 2015, Lender issued a certain Irrevocable Standby Letter of Credit No. DC112670US23115 in the amount of \$40,000.00 for the benefit of the City of Chicago (the "LC").
- F. Borrower has requested Lender's approval to a three moran extension of the Maturity Date to June 10, 2017 and, subject to satisfaction of the terms and condition contained herein, Lender is willing to do so.
- G. Borrower desires to amend the Mortgage and Assignment of Rents in order to extend the Maturity Dates of the Notes in the manner herein provided.

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 Construction Loan Note is extended to June 10, 2017. The Maturity Date of the Bridge Loan Note is extended to June 10, 2017. Any reference in the Loan Agreement or any other Loan Document to the Maturity Date shall mean June 10, 2017. Notwithstanding anything to the contrary contained in the Notes or Loan Documents, Borrower shall not be entitled to any options to extend the Maturity Date of either Note beyond June 10, 2017 and any such options contained in any of the Loan Documents are hereby terminated.
- 2. Other Loan Documents. Concurrently herewith, Lender, Borrower and Guarantors have executed a certain Second Modification of Loan Documents of even date herewith containing certain other modifications to the Loan Documents.
- 3. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) Fine 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 Mortgage) under the Notes, the Mortgage or 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 Notes, 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 Loans from the date of the most recent financial statement received by Lender.
 - (e) As of the date hereof, Borrower has no claims, counterclair, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.
 - (f) 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 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.
- 4. <u>Expenses</u>. 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.

5. <u>Available Funds</u>. The parties agree that \$1,082,141.59 of the Construction Loan remains unfunded and available for borrowing (after taking into account \$40,000.00 of the unfunded Loan allocated to the LC).

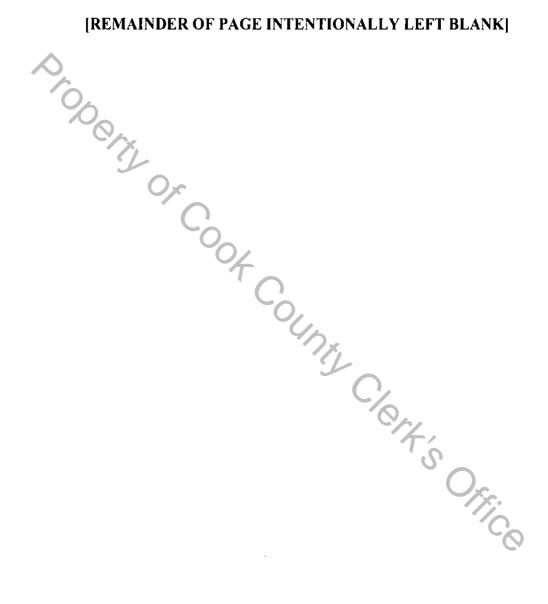
6. Miscellaneous.

- (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 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 acknowledges and waives 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 Guarantors nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either cral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors 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 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 "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, 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.

- This Agreement may be executed in one or more counterparts, all of (g) which, when taken together, shall constitute one original Agreement.
- Time is of the essence of each of Borrower's obligations under this (h) Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

LENDER: ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

Name: Krista A. Casper
Title: Senior Vice President

BORROWER:

DODONY OX

PULASKI PROMENADE, LLC, a Delaware limited liability company

By: IBT Group, LLC, an Illinois limited liability company, its Sole Manager

By:	
Name:	
Title:	

GUARANTORS:

INP RETAIL, L.P., a Delayare limited partnership

By: INP Retail Management Company LLC, a Delaware limited liability company, its General Partner

By: IRC Retail Centers LLC, a Delay cre limited liability company, its Manager

By:_______
Name:_______
Title:______

GARY A. PACHUCKI

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UNOFFICIAL COPY

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

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

Ву:
Name:
Title:
BORROWER:
PULASKI PROMENADE, LLC, a Delaware limited liability company
By: IBT Group, LLC, an Illinois limited liability
company, its Sole Manager
By
Name: 9240 D. 2000. Tile: Venedo

GUARANTORS.

INP RETAIL, L.P., a I rela ware limited partnership

By: INP Retail Management Company LLC, a Delaware limited liability company, its General Partner

By: IRC Retail Centers LLC, a Γela vare limited liability company, its Manager

By:

Name:

D. Scott Carr

Executive Vice President

GARY A. PACHUCKI

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

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION	V
a national banking association	

a national validing association
By:
Name:
Title:
BORROWER:
Name: Title: BORROWER: PULASKI PROMENADE, LLC, a Delaware limited liability company By: IBT Group, LLC, an Illinois limited liability
By: IBT Group, LLC, an Illinois limited liability company, its Sole Manager
04
By
N2m2:
Title
GUARANTORS.
INP RETAIL, L.P., a Delaware limited partnership
By: INP Retail Management Company LLC, a Delaware limited liability company, its General Partner
By: IRC Retail Centers LLC, a Description liability company, its Manager
By:
Name: D. Scott Carr Title: Executive Vice President

GARY A. PACHUCKI

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STATE OF ILLINOIS)
COUNTY OF COOK) .ss
I Evelyn D. Torner , a Notary Public in and for said County, is the State aforesaid, DO HEREBY CERTIFY that Krista A. Casper, the Senior Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, is personally to own to me to be the same person whose name is subscribed to the foregoin instrument, appeared before me this day in person and acknowledged that she signed an delivered said instrument as her own free and voluntary act for the uses and purposes therein so forth. GIVEN under my hand and Notarial Seal this 25th day of April
2017. Lam Jamul Notary Public
My Commission Expires: OFFICIAL SEAL EVELYN D TURNER NOTARY PUBLIC - STATE OF ILLINOI', MY COMMISSION EXPIRES:02/08/19
MY COMMISSION EXPIRES.UZUUTU COMMISSION EXPIRES

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STATE OF ILLINOIS)
) .ss
COUNTY OF)
I FANTASIA NICHOLS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY PACHOCKI, the MANAGER of IBT Group, LLC, an Illinois limited liability company, the Sole Manager of PULASKI PROMENADE, LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, specared 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.
GIVEN under my hand and Notarial Seal this 1Hh day of APRIL 2017.
My Commission Expires: Volume
Clart's Office

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STATE OF ILLINOIS)
COUNTY OF Pulage).ss
I William Frey Pridwere , a Notary Public in and for said County, in the State aforesaid, BD HEREBY CERTIFY that D. Swort Cow , the IRC Retail Centers LLC, a Delaware limited liability company, the Manager of INP Retail Management Company LLC, a Delaware limited liability company, the General Partner of INP RETAIL, L.P., a Delaware limited partnership, 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.
GIVEN under my band and Notarial Seal this 10 th day of 2017. Notary Public
My Commission Expires: "OFFICIAL SEAL" William Frey Pridmore Notary Public, State of Illinois My Commission Expires September 15, 2020
CV CV

1712842059 Page: 13 of 18

STATE OF ILLINOIS)
COUNTY OF) .ss
(COUNT OF)
I FANTASIA NICHOLS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY A. PACHUCKI, 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 111 day of 2017.
My Commission Expires: OFFICIAL SEAL FANTASIA NICHOLS NOTARY PUBLIC STATE OF ILL NICHOLS
MY COMMISSION EXPIRES:01/06/20

EXHIBIT A

THE PROPERTY

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4: THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUT'1 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID FOINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT. A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF: THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE MEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MIC HIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST LINE OF SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 639.00 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLOWING:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID: THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50

FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A PORT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID PORT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH O DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGKEF 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET: THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID: THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FRET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEFT OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID: THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 PEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLE'S WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 60 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING 11/2 POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST. ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH

LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS:

4200 South Pulaski

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60632

PINS:

J. nicago,

19-03-201-004-,
19-03-201-047-000,
19-03-201-050-0000
19-03-201-053-0000