

# UNOFFICIAL COPY

This Instrument Prepared By  
and After Recording Mail to:

BARNETT RUTTENBERG, Esq.  
824 JUDSON AVENUE  
HIGHLAND PARK, ILL 60035



\*1717022065\*

Doc# 1717022065 Fee \$70.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/19/2017 03:26 PM PG: 1 OF 17

## INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (the "Agreement") is dated as of June 9 2017 by and among **MRR 1750 LAWDALE INVESTORS LLC**, an Illinois limited liability company, (the "Senior Lender"), **WEDGEWOOD INVESTMENT GROUP, LLC** ("Junior Lender"), **PLATFORM II LAWDALE LLC**, an Illinois limited liability company, ("Borrower"), and **SCOTT KRONE** and **MARTIN TARADENJA** ("collectively, "Individual Guarantor" or "Guarantor")

### WITNESSETH:

A. Borrower has executed and delivered to Junior Lender its promissory note in the maximum principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) dated as of June 9, 2017 and made payable to the order of Junior Lender (the "Junior Note" and any amendment, supplement or restatement thereof and any guaranties thereof, are referred to herein as the "Junior Debt ");

B. As further assurance for the payment of the Junior Debt, the Borrower has granted to the Junior Lender a second lien on the Mortgaged Property (as set forth on Exhibit A attached hereto) under the terms of a mortgage dated of even date with the Junior Note (the "Junior Mortgage"). The Junior Note, Junior Mortgage, and all other documents, contracts, assignments, certificates, and agreements that evidence, secure, or in any way relate to the Junior Debt hereinafter are referred to collectively as the "Junior Loan Documents". Notwithstanding anything to the contrary contained in the Junior Loan Documents, the maximum amount that the Junior Mortgage shall now or hereafter secure with respect to the Mortgaged Property (as hereinafter defined) shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000); exclusive of accrued interest, charges, expenses, attorneys' fees, other sums chargeable to the Borrower by the Junior Lender (the "Junior Lien Amount")

C. Borrower is becoming indebted to the Senior Lender in a maximum aggregate amount not to exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) outstanding from time to time in the aggregate, exclusive of accrued interest, charges, expenses, attorneys' fees, other sums chargeable to the Borrower by the

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Senior Lender and all other Borrower's indebtedness to Lender (all such indebtedness now or hereafter arising, along with any modification, amendment, refinancing or supplement thereto and any guaranties thereof, being hereinafter referred to as the "Senior Debt");

D. As security for the payment of the Senior Debt and all liabilities and obligations of Borrower under the Senior Lender Agreements, the Borrower, pursuant to Mortgage and Security Agreement dated of even date herewith (the "Senior Mortgage") has granted to the Senior Lender a first lien and continuing unconditional security interest in and upon, among other things, the real property described on Exhibit A attached hereto and all appurtenances thereto (said lien and security interest of the Senior Lender in the Mortgaged Property is referred to herein as the "Senior Lien"). Borrower is executing and delivering to Lender certain other documents, agreements, and certificates and as additional security for the payment of the Senior Debt (the "Senior Collateral Documents") (hereinafter the Senior Collateral Documents, and the Senior Mortgage are collectively referred to as the "Senior Lender Agreements")

E. Junior Lender has agreed, among other things, (i) to subordinate the Junior Debt to the Senior Debt with respect to the Mortgaged Property, (ii) to subordinate the lien of the Junior Mortgage to the Senior Lien, the Senior Mortgage, and all of the other Senior Lender Agreements with respect to the Mortgaged Property (iii) to forebear for the time period set forth herein from foreclosing upon the Junior Mortgage with respect to the Mortgaged Property upon the Borrower's default until all conditions set forth in this Agreement have been satisfied in full and the Senior Debt has been repaid in full.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Priority of Liens. Notwithstanding the date, time, manner or order of perfection or attachment of the security interests and liens of the Senior Mortgage and Junior Mortgage granted by the Borrower to the Senior Lender or to the Junior Lender, and notwithstanding the usual application of the priority provisions of the Uniform Commercial Code in effect in any jurisdiction or any other applicable law or judicial decision of any jurisdiction, or whether the Junior Lender holds possession of all or any part of the Mortgaged Property or any of the other collateral for the Senior Debt, or if the Senior Lender is perfected without filing or possession in any part of the Mortgaged Property or any of the other collateral for the Senior Debt, the Senior Lien, the Senior Mortgage, and all of the other Senior Lender Agreements shall be a first, senior and prior security interest in and lien on the Mortgaged Property and all other collateral for the Senior Debt superior to the Junior Mortgage and all of the other Junior Loan Documents. Notwithstanding anything to the contrary contained in the Junior Loan Documents, the maximum amount that the Mortgaged Property shall now or hereafter secure by, through, or under the Junior Mortgage shall be limited to the Junior Lien Amount.

2. Subordination of Junior Debt.

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a. The Junior Lender hereby subordinates any and all claims now or hereafter owing to it by the Borrower under the Junior Mortgage and all of the other Junior Loan Documents with respect to the Mortgaged Property to any and all claims of the Senior Lender under the Senior Mortgage, and all of the other Senior Lender Agreements, and the Junior Lender agrees that all claims of the Senior Lender with respect to the Mortgaged Property shall be paid in full in cash or other wise satisfied (as evidenced by the cancellation of the Senior Lender Agreements) before any payment may be made on the Junior Debt, whether of principal or interest.

b. Except for fees and expenses incurred and paid in connection with originating and placing the Senior Debt and Junior Debt, Junior Lender agrees not to accept any payment in respect to the Mortgaged Property (without the express, prior written consent of the Senior Lender) and the Junior Lender agrees to pay over to the Senior Lender any funds that may be received by the Junior Lender from the Borrower or Guarantor arising from or relating to the Mortgaged Property. In case any funds shall be paid or delivered to Junior Lender under the circumstances described in the preceding sentence, such funds shall be held in trust by such Junior Lender for, and immediately paid and delivered to, the Senior Lender (in the form received endorsed over to the Senior Lender).

c. The Junior Lender further agrees not to sell, assign, transfer or endorse any claim or claims against the Borrower or the Guarantor arising from or relating to the Mortgaged Property to anyone, except subject to the terms and conditions of this Agreement.

d. The Junior Lender agrees that the priority of the Senior Debt set forth above shall continue during any insolvency, receivership, bankruptcy, dissolution, liquidation, or reorganization proceeding or in any other proceeding, whether voluntary or involuntary, by or against the Borrower under any bankruptcy or insolvency law or laws relating to the relief of debtors of any jurisdiction, whether now or hereafter in effect, and in any out-of-court composition, assignment for the benefit of Junior Lender or other arrangement of any kind.

3. Forbearance from Exercise of Remedies. As long as the Senior Debt has not been paid in full in cash and discharged, Junior Lender agrees that it shall not: (a) take any action or exercise any remedy against the Borrower or Guarantor to enforce the Junior Debt with respect to the Mortgaged Property or (b) take any action or exercise any remedy under the Junior Mortgage or any of the other Junior Loan Documents as a result of any default under the Junior Loan Documents.

4. INTENTIONALLY OMITTED.

5. Option to Purchase Senior Debt. Senior Lender hereby grants Junior Lender an option to purchase the Senior Debt, at par (including outstanding principal and

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accrued and unpaid interest, fees and reimbursement obligations, and specifically including any and all prepayment penalties or premiums), at any time after the occurrence of an Event of Default under the Senior Lender Agreements and prior to the earlier of (i) the foreclosure of the Lien of Senior Lender's mortgage or acceptance of a deed in lieu thereof; or (ii) the exercise of the Senior Lender's remedies under any of the Senior Lender Agreements.

6. Exercise of Remedies by Junior Lender. Junior Lender shall not exercise any of its remedies under the Junior Loan Documents without the prior written approval of Senior Lender, which approval may be withheld or given in Senior Lender's sole discretion and may contain additional conditions. Failure of Junior Lender to obtain such approval shall be an Event of Default under the Senior Lender Agreements.

7. Sale of Mortgaged Property. Upon any sale of all or any portion of the Mortgaged Property in accordance with the terms and conditions of the Senior Lender Agreements, Junior Lender shall execute and deliver to Senior Lender within five (5) days after request of Senior Lender such partial releases of the Junior Mortgage and the Junior Loan Documents as Senior Lender may reasonably request. Without restricting the generality of the foregoing and for the purposes aforesaid, Junior Lender hereby appoints and constitutes Senior Lender as Junior Lender's lawful attorney-in-fact with full power of substitution in the premises to execute and deliver on behalf of Junior Lender such partial releases of the Junior Mortgage and the Junior Loan Documents (only with respect to the Mortgaged Property) as may be requested from time to time by Senior Lender in connection with the Development Documents.

8. Default under Senior Lender Agreements. Senior Lender shall send to Junior Lender a copy of any notice of default delivered to Borrower pursuant to the Senior Lender Agreements. Junior Lender shall have the right (but not the obligation) to cure any default by Borrower under the Senior Lender Agreements, and Senior Lender shall: (a) accept performance by Junior Lender as if such performance were tendered by Borrower, and (b) not accelerate the Senior Debt by reason thereof, so long as Junior Lender cures (1) any such monetary default within ten (10) days after receipt of written notice thereof, or (2) any such nonmonetary default within thirty (30) days after receipt of written notice thereof; provided, however, that (x) if such nonmonetary default cannot reasonably be cured within such thirty (30) day period, such period shall be extended so long as Junior Lender commences to cure such default within such thirty (30) day period and thereafter diligently proceeds to cure such default until completion but in all cases within ninety days after receipt of the original written notice; and (y) Junior Lender shall not be required to cure (and Senior Lender shall waive) defaults Junior Lender is incapable of curing (e.g., covenants relating to the financial condition of Borrower) or that relate only to principals of Borrower or to any Guarantor. The Senior Lender's covenant to provide the Junior Lender with a copy of any notice of default delivered to Borrower pursuant to the Senior Lender Agreements shall not in any way affect the obligations of Borrower nor give rise to any defense by Borrower under the Senior Lender Agreements to any such default.

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9. Proceeds. The order of priority of liens set forth in Section 1 hereof shall apply to all proceeds of the Mortgaged Property and all other collateral for the Senior Debt , including, without limitation, any insurance proceeds payable in the event of loss of, or damage to, the Mortgaged Property and all other collateral for the Senior Debt .

10. Perfection and Release of Liens. Upon payment and satisfaction of the Junior Lien Amount, the Junior Lender shall release the Junior Mortgage and the Junior Loan Documents with respect to the Mortgaged Property, if in existence at such time, within in five (5) business days after request of the Senior Lender.

11. Voided Payments. To the extent that the Borrower or the Guarantor makes any payment on the Senior Debt, which, within one (1) year of the date of such payment, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or Federal law, common law or equitable cause (such payment being hereinafter referred to as a "Voided Payment"), then to the extent of such Voided Payment that portion of the Senior Debt which had been previously satisfied by such Voided Payment shall be revived and continue in full force and effect as if such Voided Payment had never been made. In the event that a Voided Payment is recovered from the Senior Lender, an Event of Default shall be deemed to have occurred and to be continuing from the date of such recovery from the Senior Lender of such Voided Payment until the full amount of such Voided Payment is fully and finally restored to the Senior Lender and until such time as the provisions of this Agreement shall be in full force and effect.

12. Violation of Agreement by the Borrower. Borrower and Guarantor agree to make no payment whatsoever on the Junior Debt nor consent to or participate in any act which is in violation of the provisions of this Agreement.

13. Immediate Effect. This Agreement shall be effective immediately upon its execution by each of the parties hereto, and there are no conditions precedent or subsequent to the effectiveness of this Agreement.

14. Successors and Assigns; Continuing Effect, Etc. This Agreement is being entered into for the benefit of, and shall be binding upon, each of the Senior Lender, the Junior Lender, the Borrower, and their respective permitted successors, assigns, heirs and personal representatives, as applicable. The Senior Lender may participate out to other parties any portion of its interest under the Senior Debt and no such participant shall be required to become a signatory hereto. Any assignee or transferee shall execute and deliver to the other parties hereto an agreement pursuant to which they become parties hereto as fully as if they were signatories hereto and providing for the effectiveness of this Agreement as to such transferee or assignee and other parties, and the lien and debt priority of such party shall be that of such party's assignor and transferor. This Agreement shall be a continuing agreement, shall be irrevocable and shall remain in full force and effect so long as any of the Senior Debt or the Junior Debt is outstanding and so long as has not been terminated.

15. Notification of Default. The Senior Lender and the Junior Lender shall give written notice to the other of a default by the Borrower or Guarantor under Senior Debt or a

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breach or default by the Borrower or the Guarantor under the Junior Debt, respectively; *provided, however*, that the failure to give such notice, absent gross negligence, shall not be deemed to be a breach of this Agreement and shall not affect the effectiveness or any declaration of such breach, default or Event of Default, as the case may be. The Junior Lender understands that, subject to any grace or cure period under its agreements with the Borrower, any default by the Borrower or Guarantor under the Junior Debt is, automatically, an Event of Default of the Borrower under the Senior Debt. Nothing in this Agreement shall be interpreted to limit or restrict the right of the Senior Lender and the Junior Lender to waive any default under their respective documents, and the Senior Lender, and the Junior Lender agrees that any waiver will be in writing and to provide the other parties hereto with a copy of any such waiver.

16. Notices. Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto to be effective shall be in writing and shall be sent by certified or registered mail, return receipt requested, personal delivery against receipt, delivery service against receipt, overnight courier service against receipt, or by electronic mail and, unless otherwise expressly provided herein, shall be deemed to have been validly serviced, given or delivered when delivered against receipt, or one (1) Business Day after deposit in the mail, postage prepaid, or, in the case of electronic mail when sent, addressed as follows:

If to Senior Lender:  
 MRR 1750 LAWNDALE INVESTORS LLC  
 55 East Jackson, Ste 500  
 Chicago, Illinois 60604  
 Attn: Joseph Jensen  
 jjensen@marcrealty.com

If to the Junior Lender:  
 WEDGEWOOD INVESTMENT GROUP, LLC  
 211 WAUKEGAN RD. SUITE 100  
 NORTHFIELD, IL 60093  
 Attn. Rudy Trebels

If to the Borrower:  
 PLATFORM II LAWNDALE LLC,  
 600 Waukegan Road - STE 129,  
 Northbrook, IL 60062,

If to Guarantor:  
 SCOTT KRONE and MARTIN TARADENJA  
 600 Waukegan Road - STE 129,  
 Northbrook, IL 60062



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The parties hereto may designate such other address or by written notice in the aforesaid manner. Notice may be given by or on behalf of any party by its attorney

17. Amendments; Modifications. This Agreement may not be modified, altered or amended except by an agreement in writing executed by all of the parties hereto.

18. Amendment. The Junior Lender and the Borrower agree to forbear from modifying, altering or amending any payment amount or payment term of the Junior Loan Documents without the prior written consent of the Senior Lender.

19. Cost and Expenses of Enforcement. The defaulting party agrees to pay all reasonable costs, legal expenses and attorneys' and paralegals' fees of every kind, paid or incurred by the non-defaulting party in enforcing its rights hereunder, including, but not limited to, litigation instituted in a State or Federal Court, as hereinafter provided (including proceedings under the United States Bankruptcy Code) enforcing obligations of the defaulting party under this Agreement.

20. FORUM; AGENT; VENUE; JURY TRIAL WAIVER. TO INDUCE THE SENIOR LENDER TO ACCEPT THIS AGREEMENT, EACH OF THE BORROWER AND THE JUNIOR LENDER IRREVOCABLY AGREES THAT, SUBJECT TO THE SENIOR LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDING IS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. EACH OF THE BORROWER AND THE JUNIOR LENDERS HEREBY CONSENTS AND AGREES THAT THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR, AT THE SENIOR LENDER'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE SENIOR LENDERS AND ANY OTHER PARTY HERETO PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH OF THE BORROWER AND THE JUNIOR LENDERS HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH IT IS A PARTY.

21. Governing Law. This Agreement shall be governed and controlled by the laws of the State of Illinois without regard to principles of conflict of laws.

22. Severability. In the event any one or more of the provisions contained herein shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed one original and all of which taken together shall constitute one and the same instrument.

24. Definitions. All capitalized terms used in this Agreement which are not specifically defined herein shall have the meaning set forth in .

25. Patriot Act. Borrower represents and warrants to Senior Lender and Junior Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person or entity. Borrower further represents and warrants to Senior Lender and Junior Lender that Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

26. The Borrowers and Guarantor Acknowledgment. The Borrower and Guarantor hereby consent to this Agreement and agree to abide by the terms hereof.

[SIGNATURE PAGE FOLLOWS]



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In witness whereof the parties hereto have executed this Intercreditor Lender and Subordination Agreement the day and year first above written.

JUNIOR LENDER:

WEDGEWOOD INVESTMENT GROUP, LLC

By: Brian Trebel

Name: Brian Trebel

Title: Manager

SENIOR LENDER

MRR 1750 LAWNSDALE INVESTORS LLC, An Illinois Limited Liability Company

By: \_\_\_\_\_

Name: GERALD NUDO

Title: MANAGER

BORROWER

PLATFORM II LAWNSDALE LLC, an Illinois limited liability company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

INDIVIDUAL GUARANTOR

\_\_\_\_\_  
SCOTT KRONE

\_\_\_\_\_  
MARTIN TARADENJA

Property of Cook County Clerk's Office

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In witness whereof the parties hereto have executed this Intercreditor Lender and Subordination Agreement the day and year first above written.

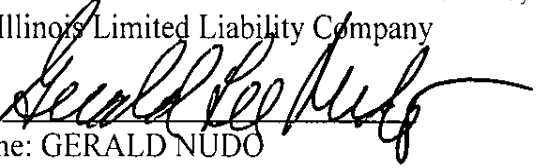
JUNIOR LENDER:

SENIOR LENDER

WEDGEWOOD INVESTMENT GROUP, LLC

MRR 1750 LAWNSDALE INVESTORS LLC, An Illinois Limited Liability Company

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: GERALD NUDO

Title: \_\_\_\_\_

Title: MANAGER

BORROWER:

PLATFORM II LAWNSDALE LLC, an Illinois limited liability company.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

INDIVIDUAL GUARANTOR

\_\_\_\_\_  
SCOTT KRONE

\_\_\_\_\_  
MARTIN TARADENJA

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# UNOFFICIAL COPY

In witness whereof the parties hereto have executed this Intercreditor Lender and Subordination Agreement the day and year first above written.


JUNIOR LENDER:  
WEDGEWOOD INVESTMENT GROUP,  
LLC, an Illinois limited liability company

SENIOR LENDER  
MRR 1750 LAWNSDALE INVESTORS LLC,  
An Illinois Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_

By: \_\_\_\_\_  
Name: GERALD NUDO  
Title: MANAGER

BORROWER  
PLATFORM II LAWNSDALE LLC, an  
Illinois limited liability company,

By:   
Name: Scott Krone  
Its: mm

INDIVIDUAL GUARANTOR

  
SCOTT KRONE

  
MARTIN TARADENJA

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## ACKNOWLEDGMENT

County of Cook )  
 ) SS.  
 State of Illinois )

The undersigned, a notary public in and for the above county and state, certifies that \_\_\_\_\_, known to me to be the same person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity as the Manager of Platform II Lawndale LLC, an Illinois limited liability company, appeared before me and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth herein.

Dated: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_  
 Signature of Notary Public

My commission expires \_\_\_\_\_

## ACKNOWLEDGMENT

County of Cook )  
 ) SS.  
 State of Illinois )

The undersigned, a notary public in and for the above county and state, certifies that Gerald Nudo, known to me to be the same person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity as the Manager of MRR 1750 Lawndale Investors LLC, an Illinois limited liability company, appeared before me and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth herein.

Dated: 9<sup>th</sup> day of June, 2017 Luza A. Mansilla  
 \_\_\_\_\_  
 Signature of Notary Public



My commission expires 03/18/2020

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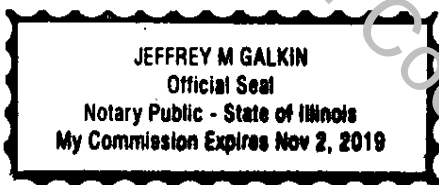
## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

On June 9, 2017 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Scott Krone personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Agreement as Individual Guarantor, as Manger of the Borrower, and as President of the Corporate Guarantor and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



Jeffrey M Galkin  
 Notary Public in and for the  
 State of

My commission expires:

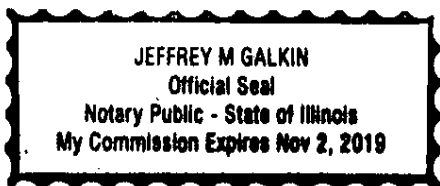
## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

On June 9, 2017 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Martin Taradyns personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Agreement as Individual Guarantor, and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



Jeffrey M. Galkin  
 Notary Public in and for the  
 State of

My commission expires:

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### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

On 6/2/2017 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Brian Trebels personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Manager of VEDGEWOOD INVESTMENT GROUP, LLC and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



*Melissa L O'Hara*

Notary Public in and for the State of IL

My commission expires: 6/3/19

### ACKNOWLEDGMENT

County of Cook )  
 ) SS.  
 State of Illinois )

The undersigned, a notary public in and for the above county and state, certifies that SCOTT KRONE and MARTIN TARADENJA, each known to me to be the same person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same i, appeared before me and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth herein.

Dated: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Signature of Notary Public

My commission expires \_\_\_\_\_



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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as \_\_\_\_\_ of WEDGEWOOD INVESTMENT GROUP, LLC and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
 Notary Public in and for the  
 State of \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

## ACKNOWLEDGMENT

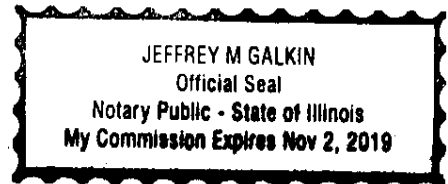
County of Cook )  
 ) SS.  
 State of Illinois )

The undersigned, a notary public in and for the above county and state, certifies that SCOTT KRONE and MARTIN TARADENJA, each known to me to be the same person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same i, appeared before me and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth herein.

Dated: 6/9/17\_\_\_\_\_

Jeffrey M Galkin (SEAL)  
 Signature of Notary Public

My commission expires \_\_\_\_\_



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**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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## EXHIBIT A

### Parcel 1:

All of Lots 2 to 8, both inclusive; Lot 40 (except the South 16.00 feet thereof); Lots 41 to 45 (except that part of said Lots 42, 43, 44, and 45 conveyed to Chicago and Pacific Railroad Company); also the North-South vacated alley, lying East of and adjoining Lot 40 (except the South 16.00 feet thereof) and Lots 41 to 45 and West of and adjoining Lots 2 to 6 and Lot 7 (except the South 16.00 feet thereof), all in Block 3 in Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, (except the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said section and except railroad), in Cook County, Illinois.

### Parcel 2:

All that part of the Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, (except the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section) and (except railroad which is described as follows: Commencing at the Northwest corner of Lot 2 in Block 3 of said subdivision, which corner is the beginning of 14 degree curve to the left with its tangent along the North line of said Lot 2; thence Westerly along said 14 degree curve, a distance of 11.00 feet to a point in the Southeasterly boundary line of the property of the grantors: Henry A. Scandrett, Walter J. Cummings, and George I. Haight, not as individuals but solely as Trustees of the property of the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company, as shown on a Plat marked "Exhibit A" attached to and made a part of Warranty Deed dated October 21, 1891, from Mary A. Reid to the Chicago and Pacific Company, a predecessor of said grantors, which Deed was filed for record in the Recorder's Office of Cook County, Illinois on October 24, 1891 and recorded in Book 3856 of record on Page 91 and the true point of beginning of the land to be described; thence continuing Westerly along said 14 degree curve for a distance of 86.86 feet to the beginning of an 11 degrees 28 minutes curve to the left and tangent to said 14 degrees curve at said last mentioned point; thence Westerly on said 11 degrees 28 minutes curve to the left, a distance of 117.56 feet to a point in the North prolongation of the West line of North Ridgeway Avenue, distant 518.72 feet North of intersection of said street line with the North line of Wabansia Avenue; thence South along the North prolongation of the West line of said North Ridgeway Avenue, a distance of 91.52 feet to a point in the aforementioned Southeasterly boundary line of said grantors property; thence Northeasterly along said boundary line to the point of beginning), all in Cook County, Illinois.

COMMON ADDRESS: 1750 N. Lawndale Chicago, Illinois

PIN: 13-35-319-002-0000, 13-35-319-015-0000 and 13-35-319-039-0000