

UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBERS:

16-07-124-036-0000
16-07-124-037-0000
16-07-124-039-0000
16-07-124-040-0000

16-07-125-025-0000
16-07-125-026-0000
16-07-125-029-0000
16-07-125-030-0000

PROPERTY ADDRESS:

1129 West Lake Street
Oak Park, Illinois 60302

104 & 106 North Maple Street
Oak Park, Illinois 60302



Doc# 1815919052 Fee \$64.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/08/2018 01:49 PM PG: 1 OF 14

This space reserved for Recorder's use only.

SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS

THIS SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS (this "**Modification**") is dated as of May 1, 2018 by and between **CSD KURTZEIN, LLC**, an Illinois limited liability company ("**CSD Kurtzein**") and **CSD COLBERG, LLC**, an Illinois limited liability company ("**CSD Colberg**", individually and collectively with CSD Kurtzein referred to as, the "**Borrower**"), **HULINA FAMILY LLC**, an Illinois limited liability company, and **COLLINS FAMILY LLC**, an Illinois limited liability company (each a "**Guarantor**" and collectively, "**Guarantors**") and **WINTRUST BANK**, an Illinois state chartered bank (together with its successors and assigns, the "**Lender**").

RECITALS:

UNOFFICIAL COPY

A. Lender has made a loan (the "Loan") to CSD Kurtzein in the original maximum principal amount of **FIVE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS** (\$5,800,000.00), as evidenced by a certain Mortgage Note dated as of May 1, 2017 made by CSD Kurtzein and payable to Lender in the original principal amount of the Loan, as amended and restated by that certain Amended and Restated Mortgage Note dated as of November 21, 2017 made by Borrower in the maximum principal amount of **FIVE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS** (\$5,800,000.00) (the "Note").

B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of May 1, 2017 from the CSD Kurtzein to Lender and recorded with the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") on May 4, 2017 as Document Number 1712445090 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A and Exhibit A-1 attached thereto; (ii) that certain Collateral Assignment of Leases and Rents dated as of May 1, 2017 from the CSD Kurtzein to the Lender and recorded in the Recorder's Office on May 4, 2017 as Document Number 1712445091 (the "Assignment of Rents"); (iii) that certain Amended and Restated Guaranty of Payment dated as of November 21, 2017 executed by Guarantors in favor of Lender (the "Guaranty"); (v) that certain Modification of Mortgage and Loan Documents and Spreader Agreement dated as of November 21, 2017 by and among Borrower, Guarantors and Lender and recorded in the Recorder's Office on December 8, 2017 as Document Number 1734229102 (the "First Modification"); and (vi) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Modification as the "Loan Documents"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.

C. Guarantors are the members, indirectly or directly, of the Borrower, and it is in the best interest of the Guarantors to execute this Modification.

D. Borrower has requested that Lender amend the Loan in accordance with the terms and conditions set forth below.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys' fees and costs in connection with this Modification; (iv) the covenants and agreements contained herein; (v) the Guarantors' reaffirmation of the Guaranty with respect to the Loan as amended herein; and (vi) 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 Loan shall be extended to **November 1, 2018**. All references in the Mortgage and the Loan Documents to the Maturity Date shall mean **November 1, 2018**.

UNOFFICIAL COPY

2. **Amendment of Note.** Concurrently with the execution and delivery of this Modification, Borrower shall execute and deliver to Lender a Note Modification Agreement (the "**Note Modification Agreement**"), which Note Modification Agreement shall continue the interest only payments thereunder and extend the Maturity Date, among other things, as therein set forth.

3. **Representations, Warranties and Covenants of Borrower and Guarantors.** Borrower and each Guarantor hereby represents, covenants and warrants to Lender as follows:

- a. The representations and warranties in the Loan Documents are true and correct in all material respects as of the date hereof.
- b. There is currently no Event of Default (as defined in the Loan Documents) under the 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 Loan Documents.
- c. The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower and Guarantors 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, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- e. As of the date hereof, neither Borrower nor any Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- f. The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower and Guarantors. This Modification has been duly executed and delivered on behalf of Borrower and Guarantors.

4. **Consent of Guarantors and Reaffirmation of Guaranty.** Each Guarantor hereby consents to this Modification and the Note Modification Agreement and ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Modification. The representations and warranties of each Guarantor in the Guaranty are, as of this date, true and correct in all material respects and no Guarantor knows of any default thereunder. The Guaranty, as it may have been amended, continues to be the valid and binding obligation of Guarantors, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

5. **Release by Borrower and Guarantors.** Borrower and each Guarantor hereby releases and forever discharges Lender and its past and present officers, directors, employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns of and from

UNOFFICIAL COPY

any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected; contingent or fixed, in law or in equity, which Borrower or any Guarantor has, may have had, own or hold, or at any time heretofore had, may have had, owned or held, whether based on contract, tort, statute, or other legal or equitable theory of recovery, relating to, or arising out of the Loan, the Note, the Loan Documents, this Modification or the Property.

6. **Waiver of Defenses.** Borrower and each Guarantor acknowledge that neither Borrower nor any Guarantor has any defenses, offsets, or counterclaims under the Loan, the Note or the Loan Documents. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's and each Guarantor's agreement to amend the Loan.

7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause First American Title Insurance Company to issue a date down endorsement to loan policy no. **NCS-846120-1** (the "**Title Policy**"), as of the date this Modification is recorded, and insuring the first priority of the lien of the Mortgage against the Property, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

8. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses, including an extension fee in the amount of \$6,000.00.

9. **Miscellaneous.**

- a. This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.
- b. This Modification may not be construed more strictly against Lender than against Borrower or any Guarantor 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 Modification, 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 Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, 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 parties state that they have read and understand this Modification, 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.

UNOFFICIAL COPY

- c. Notwithstanding the execution of this Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or any Guarantor, nor will 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 oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, 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 modified as set forth in this Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect
- e. This Modification 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 "Note", the "Mortgage", the "Guaranty" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Guaranty and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- g. This Modification maybe executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.
- h. Time is of the essence of each of Borrower's and each Guarantor's obligations under this Modification.

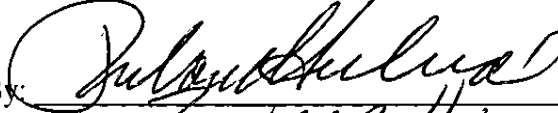
[REMAINDER OF PAGE BLANK - SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

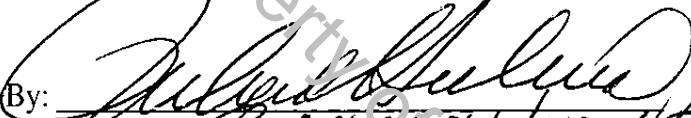
IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Mortgage and Loan Documents dated as of the day and year first above written.

BORROWER:

CSD KURTZEIN, LLC, an Illinois limited liability company


By: 
Name: Richard Kurzin
Its: Manager

CSD COLBERG, LLC, an Illinois limited liability company

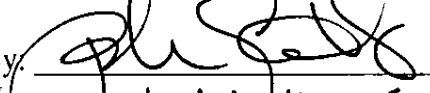
By: 
Name: Richard Kurzin
Its: Manager

GUARANTORS:

HULINA FAMILY LLC, an Illinois limited liability company

By: 
Name: Richard Hulina
Its: Manager

COLLINS FAMILY LLC, an Illinois limited liability company

By: 
Name: JOHN E. COLLINS
Its: Manager

LENDER:

WINTRUST BANK

By: 
Name: Nick Koricanac
Title: Vice President

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Anel Medina, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Richard Hulina, as Manager of HULINA FAMILY LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument, on behalf of said company and as his free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of June, 2018.



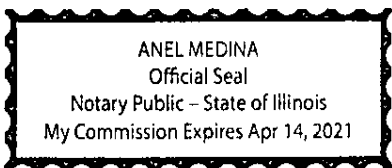
Anel Medina
Notary Public

My Commission expires: 4/14/21

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Anel Medina, a Notary Public in and for said County and State, DO HEREBY CERTIFY that John E. Collins, as manager of COLLINS FAMILY LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument, on behalf of said company and as his free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of June, 2018.



Anel Medina
Notary Public

NOTARY PAGE

SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS
CSD KURTZEIN, LLC AND CSD COLBERG, LLC

UNOFFICIAL COPY

My Commission expires: 4/14/21

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

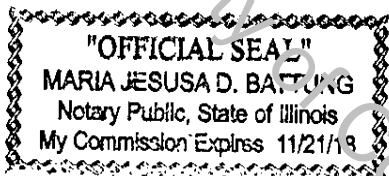
NOTARY PAGE
SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS
CSD KURTZEIN, LLC AND CSD COLBERG, LLC

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nick Koricanac, a Vice President of **WINTRUST BANK**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such same person, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4/9 day of June, 2018.



Maria Jesusa D. Battung
Notary Public
My Commission Expires: 11/21/18

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

TRACT I: NORTH RETAIL PARCEL

THAT PART OF TRACT 1, BEING A SINGLE TRACT OF PROPERTY COMPOSED OF THE FOLLOWING 3 PARCELS:

PARCEL 1:

THE EAST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7 (EXCEPT THE SOUTH 18-1/2 FEET OF SAID LOTS 5, 6 AND 7) IN BLOCK 1 IN WHAPLE'S SUBDIVISION; ALSO LOTS 9 AND 10 (EXCEPT THE SOUTH 18-1/2 FEET THEREOF) IN HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100.00 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, BOTH INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION, ALL OF ABOVE BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF A 15 FOOT WIDE PUBLIC ALLEY LYING NORTH OF LOTS 5 TO 10 INCLUSIVE, IN AND ESTABLISHED BY HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16 INCLUSIVE AND THE WEST 13 FEET OF LOT 17 OF SKINNERS SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1994 AS DOCUMENT NO. 94413163, ALL IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF 632.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 648.10 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 88 DEGREES 31 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 34.00 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 0.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 29.50 FEET; THENCE NORTH 88

UNOFFICIAL COPY

DEGREES 08 MINUTES 55 SECONDS EAST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.13 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 14.91 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 0.96 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.58 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 6.24 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 78.81 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 7.20 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 21.45 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.12 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 29.50 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 137.44 FEET THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 109.41 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 14.12 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 15.93 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 29.10 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.60 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 31.21 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.01 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 19.50 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 43.05 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 71.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

TRACT II: EASEMENTS

NON-EXCLUSIVE AND/OR EXCLUSIVE EASEMENTS FOR THE BENEFIT OF TRACT I AS DESCRIBED IN ARTICLE 3, SECTION 3.1 AND ARTICLE 4, SECTIONS 4.5 AND 4.6 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LMC OAK PARK HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DATED MAY 1, 2017, RECORDED MAY 4, 2017, AS DOCUMENT 1712445085, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

PIN(s): 16-07-124-036-0000 (Affects part of Parcel 1)
 16-07-124-037-0000 (Affects remainder of Parcel 1)
 16-07-124-039-0000 (Affects part of Parcel 2)
 16-07-124-040-0000 (Affects remainder of Parcel 2)

Common Address: 1129 West Lake Street, Oak Park, Illinois 60302

UNOFFICIAL COPY

EXHIBIT A-1 LEGAL DESCRIPTION

TRACT I: SOUTH RETAIL PARCEL:

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF 631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID PROPERTY, 45.88 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 54.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 8.58 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.00 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 26.12 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 3.08 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 14.94 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.46 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST A DISTANCE OF 0.28 FEET THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 28.93 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 6.67 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 0.68 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 33.97 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 9.67 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 8.72 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 58.82 FEET TO THE POINT OF BEGINNING.

TRACT II: FUTURE RETAIL PARCEL:

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND A STRIP OF LAND 20 FEET, MORE OR LESS, LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH LINE SAID LOTS 8 AND 9 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND NORTH OF NORTH LINE OF NORTH BOULEVARD IN VILLAGE OF OAK PARK AS ACTUALLY LAID OUT AND ESTABLISHED, ALL IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF 631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 27 MINUTES 26 SECONDS EAST ALONG

UNOFFICIAL COPY

THE SOUTH LINE OF SAID PROPERTY, 44.58 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 18.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 38.96 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 28.27 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 38.96 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 28.27 FEET TO THE POINT OF BEGINNING.

TRACT III: EASEMENTS

NON-EXCLUSIVE AND/OR EXCLUSIVE EASEMENTS (i) FOR THE BENEFIT OF TRACT I AS DESCRIBED IN ARTICLE 4, SECTIONS 4.1, 4.2, 4.4 AND 4.6 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (THE "DECLARATION") MADE BY LMC OAK PARK HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED MAY 1, 2017, RECORDED MAY 4, 2017, AS DOCUMENT 172645085, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS, AND (ii) FOR THE BENEFIT OF TRACT II AS DESCRIBED IN ARTICLE 4, SECTIONS 4.1, 4.2, 4.3 AND 4.6 OF THE DECLARATION; AS AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BY LMC OAK PARK HOLDINGS, LLC, DATED JUNE 15, 2017, RECORDED SEPTEMBER 18, 2017, AS DOCUMENT 1726129110, AFORESAID RECORDS.

PIN(s): 16-07-125-025-0000
 16-07-125-026-0000
 16-07-125-029-0000
 16-07-125-030-0000

Common Address: 104 & 106 North Maple Street
 Oak Park, Illinois 60302