**RETURN TO:** 

JOSEPH BREDEHOFT HUSCH BLACKWELL LLP 190 Carondelet Plaza, Suite 600 St. Louis, MO 63105



Boc# 1817934020 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY RECORDER OF DEEDS

DATE: 06/28/2018 10:20 AM PG: 1 OF 13

(Space above line for Recorder's use only)

FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING made by

> PULLMAN PARK DEVELOPMENT, LLC (Mortgagor)

> > in favor of

MBS-UI SUB-CDE XVI, LLC

**AND** 

Continue Office RBC COMMUNITY DEVELOPMENT SUB 3, LLC (collectively, Mortgagee)

Dated: As of June 28, 2018

#### FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment"), made as of this 28th day of June, 2018, by PULLMAN PARK DEVELOPMENT, LLC, an Illinois limited liability company having an office at c/o Chicago Neighborhood Initiatives, Inc., 1000 E. 111<sup>th</sup> Street, 10<sup>th</sup> Floor, Chicago, Illinois 60628 ("Mortgagor"), in favor of MBS-UI SUB-CDE XVI, LLC, a Delaware limited liability company, having an office at c/o McCormack Baron Salazar, 720 Olive Street, Suite 2500, St. Louis, Missouri 63102 ("MBS Mortgagee"), and RBC COMMUNITY DEVELOPMENT SUB 3, LLC, a Delaware limited liability company, having an office at c/o RBC Capital Markets, 600 Superior Ave, Suite 2300, Cleveland, Ohio 44114 ("RBC Mortgagee" and together with MBS Mortgagee, "Mortgagee").

#### Ox WITNESSETH:

WHEREAS, Mortgagor, by that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 15, 2011, and recorded in the office of the Cook County Recorder of Deeds in Chicago, Illions on July 19, 2011, as document 1120010136 (as the same may have been modified or amended, the "Mortgage"), mortgaged, given, granted, bargained, sold, alienated, conveyed, confirmed, pledged, assigned and hypothecated unto Mortgagee a security interest in all of the Mortgagor's right, title, interest and estate in and to, among other things, certain real property to secure cerein obligations of Mortgagor to Mortgagee, all as more specifically described in the Mortgage; and

WHEREAS, upon the request of Mortgagor, Mortgagee has agreed to release certain portions of the real property described in the Mortgage; and

WHEREAS, Mortgagee and Mortgagor have agreed to amend and restate the legal description of the land encumbered by the Mortgage as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Mortgagee, being the beneficiary of the Mortgage and the present holder and legal owner of the obligations secured thereby, does hereby:
  - a. MODIFY AND AMEND the Mortgage to delete Exhibit A thereto in its entirety and replace it with Exhibit A attached hereto and incorporated herein by this reference; and

- b. RELEASE from the Mortgage that certain real property more particularly described on <a href="Exhibit B">Exhibit B</a> attached hereto and made a part hereof. This is a partial release and the above identified Mortgage remains in full force and effect as to the remaining property described in <a href="Exhibit A">Exhibit A</a> attached hereto.
- 2. Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.
- 3. Except as provided in this Amendment, all other terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, and nothing nerein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. Except as provided in this Amendment, all collateral previously provided to secure the obligations of Mortgage as more specifically described in the Mortgage, continues as security. This is an amendment, not a novation.
- 4. This Amendment shall not be construed as or be deemed to be a waiver by Mortgagee of any existing defaults by Mortgagor, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.
- 5. This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.
- 6. Mortgagor and Mortgagee hereby acknowledge the receipt of a copy of this Amendment.
- 7. The validity, interpretation, enforcement, and effect of this Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles applied in the State of Illinois.

[COUNTERPART SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# COUNTERPART SIGNATURE PAGE FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

**IN WITNESS WHEREOF**, RBC Mortgagee has caused this Amendment to be duly executed on the date first written above.

RBC	MORTGAGEE:
	COMMUNITY DEVELOPMENT SUB 3, LLC, aware limited liability company
By:	RBC Community Development, LLC, a Delaware limited liability company, its Managing Member
By:	RBC Tax Credit Manager III. Inc., a Delaware corporation its Managing Member
	By: Name: Kenneth Lohiser Title: Director
STA	TE OF Ohio ) ss.:
COU	NTY OF Cuyahoga )
Di Comp DEV be the day i such	I, Jennifer Walton, a notary public in and for said try, in the State aforesaid, DO HEREBY CERTIFY that Kinneth Lohiser, the irector of RBC Tax Credit Manager III, Inc., the managing member of RBC munity Development, LLC, the managing member of RBC COMMUNITY ELOPMENT SUB 3, LLC, a Delaware limited liability company, personally known to me to e same person whose name is subscribed to the foregoing instrument, appeared before me this in person and acknowledged that he/she signed, sealed and delivered the said instrument in capacity as his/her free and voluntary act, for the uses and purposes therein set forth.
OIVI	
•	Jennifer M. Walton Notary Public, State of Ohio My Commission Expires: 1/20/2019  ommission expires: 1/20/2019  1- First Amendment to & Partial Release of Mortgage 74  Signature Page

1817934020 Page: 5 of 13

# **UNOFFICIAL COPY**

# COUNTERPART SIGNATURE PAGE FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

**IN WITNESS WHEREOF**, MBS Mortgagee has caused this Amendment to be duly executed on the date first written above.

#### **MBS MORTGAGEE**:

MBS-UI SUB CDE XVI, LLC, a Delaware limited liability company

By: MBS Urban Indiatives CDE, LLC, a Missouri limited liability company, its Managing Member

By: MUDCO 6, Inc., a Missouri corporation, its Managing Member

Name Laurel Tinsley
Title: Vice President

STATE OF MUSSOUM )

COUNTY OF Sh Louis Chap

I, Rebecko Koy Grwer , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lower Tinsley, the Vice President of MUDCO 6, Inc., the managing member of MBS Troan Initiatives CDE, LLC, the managing member of MBS-UI SUB-CDE XVI, LLC, a Delaware limited liability company, 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 sie signed, sealed and delivered the said instrument in such capacity as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

REBECKA KAY GRUVER
Notary Public - Notary Seal
State of Missouri, Saint Louis City
Commission Number 12404904
My Commission Expires Oct 15, 2020

My commission expires: 101/15/2010

Pullman - First Amendment to & Partial Release of Mortgage #8632674

Signature Page

1817934020 Page: 6 of 13

# **UNOFFICIAL COPY**

# COUNTERPART SIGNATURE PAGE FIRST AMENDMENT TO AND PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

**IN WITNESS WHEREOF**, Mortgagor has caused this Amendment to be duly executed on the date first written above.

MORTGAGOR:	
PULLMAN PARK DEVELOPMENT, LLC, an Illinois limited liability company	
By: Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation, its manager  By: Name: DAVID DOID  Title: PRESIDANT	
Title: PRESIDENT	
STATE OF ILLINOIS )	
COUNTY OF COOK ) ss.:	
I, Haria G. Heduga a County, in the State aforesaid, DO HEREBY CERTIFY of Chicago Neighborhood Initiatives, PARK DEVELOPMENT, LLC, an Illinois limited liability corbe the same person whose name is subscribed to the foregoin this day in person and acknowledged that he/she signed, sealed in such capacity as his/her free and voluntary act, for the uses a	Inc. the manager of PULLMAN mpany personally known to me to g instrument, appeared before me I and delivered the said instrument
GIVEN under my hand and official seal, this $\underline{\mathcal{A}}$	<u>5</u> day of <u>June</u> , 2018.
<u>Ja</u>	Aria J. Meduza Notary Public
My commission expires: Def. 12, 2018	OFFICIAL SEAL MARIA G MEDUGA Notary Public - State of Illinois My Commission Expires Oct 12, 2018
Pullman - First Amendment to & Partial Release of Mortgage #8632674	Signature Page

#### **EXHIBIT A**

#### Legal Description

LOT 2 AND LOT 4 IN PULLMAN PARK - PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 2011 AS DOCUMENT 1120029049.

#### AND

PARCEL 1 (THE USB POND PARCEL):

A PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14EAST OF THE THIRD PRINCEPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EAST 111THSTREET, AS DEDICATED AUGUST 11, 1925 PER DOCUMENT 9002353, BEING A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 OF SAID TOWNSHIP, AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG SAID NORTH LINE, 753.18 FEET TO A POINT ON THE WESTERLY LINE OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDING OF THE STATE OF ILLINOIS RECORDED OCTOBER 02, 1957, AS DOCUMENT 17027772; THENCE NORTHEASTERLY 220.49 FEET, ALONG SAID WESTERLY LINE BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 128.59 FEET AND WHOSE CHORD BEARS NORTH 48 DEGREES 22 MINUTES 20 SECONDS EAST, 194.46 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LAND SOUTH 82 DEGREES 30 MINUTES 19 SECONDS EAST, 76.80 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 12 DEGREES 29 MINUTES 41 SECONDS EAST, 1.4.1. FEET TO A POINT OF CURVATURE; THENCE EASTERLY 10.08 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET AND WHOSE CHORD BEARS NORTH 70 DEGREES 15 MINUTES 32 SECONDS EAST, 8.46 FEET. TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 39.96 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND WHOSE CHORD BEARS SOUTH 61 DEGREES 08 MINUTES 05 SECONDS EAST, 39.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70 DEGREES 17 MINUTES 33 SECONDS EAST, 79.90 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 82.26 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 92.50 FEET AND WHOSE CHORD BEARS NORTH 84 DEGREES 13 MINUTES 54 SECONDS EAST, 79.57 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 89.11 FEET, ALONG THE ARC OF A TANGENT CIRCLE

TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS NORTH 36 DEGREES 33 MINUTES 26 SECONDS EAST, 86.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 14 DEGREES 21 MINUTES 30 SECONDS EAST, 86.00 FEET: THENCE NORTH 21 DEGREES 07 MINUTES 36 SECONDS EAST, 84.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 31.93 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 11 MINUTES 37 SECONDS EAST, 31.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 11.29 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 25.00 EEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 19 MINUTES 14 SECONDS EAST, 11.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGREES 22 MINUTES 49 SECONDS EAST, 100.75 FEET; THENCE NORTH 06 DEGREES 13 MINUTES 04 SECONDS EAST, 25.94 FEET TO A POINT OF CURVATURE; THENCE NORTHLY 12.07 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET AND WHOSE CHORD BEARS NORTH 13 DEGREES 54 MINUTES 03 SECONDS EAST, 12.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGILE 2S 35 MINUTES 01 SECONDS EAST, 113.44 FEET; THENCE NORTH 20 DEGREES 06 MINUTES 26 SECONDS WEST, 25.21 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 26 SECONDS WEST, 5.31 FEET TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WESTERLY LINE OF SOUTH DOTY AVENUE, AS DEDICATED BY DOCUMENT NUMBER 9002353 IN BOOK 212, PAGES 12 AND 13, A DISTANCE OF 640 FEET NORTHEASTERLY MEASURED ALONG SAID WESTERLY LINE FROM ITS INTERSECTION WITH THE AFORESAID NORTH LINE OF EAST 111TH STREET; THENCE SOUTH 68 DEGREES 24 MINUTES 59 SECONDS EAST, ALONG SAID LINE 247.69 FEFT TO A POINT ON THE WESTERLY LINE WESTERLY LINE OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDING OF THE STATE OF ILLING'S RECORDED OCTOBER 02, 1957. AS DOCUMENT 17027772; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE RIGHT OF WAY OF THE LAST DESCRIBED CONVEYED LAND FOR THE NEXT THREE COURSES: (1) THENCE SOUTH 35 DEGREES 29 MINUTES 31 SECONDS WEST. 558.88 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTH VESTERLY 216.43 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND WHOSE CHORD BEARS SOUTH 66 DEGREES 29 MINUTES 36 SECONDS WEST, 206.02 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 82 DEGREES 30 MINUTES 19 SECONDS WEST, 143.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **AND**

PARCEL 2 (NP111TH POND PARCEL):

A PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EAST 111TH STREET, AS DEDICATED AUGUST 11, 1925 PER DOCUMENT 9002353, BEING A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 OF SAID TOWNSHIP, AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG SAID NORTH LINE, 753.18 FEET TO A POINT ON THE WESTERLY LINE OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDING OF THE STATE OF ILLINOIS RECORDED OCTOBER 02, 1957, AS DOCUMENT 17027772; NORTHEASTERLY 220.49 FEET, ALONG SAID WESTERLY LINE BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 128.59 FEET AND WHOSE CHORD BEARS NORTH 48 DEGREES 22 MINUTES 20 SECONDS EAST, 194.46 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LAND SOUTH 82 DEGREES 30 MINUTES 19 SECONDS EAST, 76.80 FEET: THENCE NORTH 12 DEGREES 29 MINUTES 41 SECONDS EAST, 114.11 FEET TO A POINT OF CURVATURE: THENCE EASTERLY 10.08 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET AND WHOSE CHORD BEARS NORTH 70 DECREES 15 MINUTES 32 SECONDS EAST, 8.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 39.96 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND WHOSE CHORD BEARS SOUTH AT DEGREES 08 MINUTES 05 SECONDS EAST, 39.79 FEET TO A POINT OF TANGENCY: THENCE SOUTH 70 DEGREES 17 MINUTES 33 SECONDS EAST, 79.90 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 82.26 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 92.50 FEET AND WHOSE CHOKE BEARS NORTH 84 DEGREES 13 MINUTES 54 SECONDS EAST, 79.57 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 89.11 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS NORTH 36 DEGREES 33 MINUTES 26 SECONDS EAST, 86.9) FEET TO A POINT OF TANGENCY: THENCE NORTH 14 DEGREES 21 MINUTES 35 SECONDS EAST, 86.00 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 36 SECONDS EAST, 84.95 FEET TO A POINT OF CURVATURE: THENCE NORTHEASTERLY 31.93 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 70 50 FEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 11 MINUTES 37 SECONDS FAST, 31.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 11.29 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 19 MINUTES 14 SECONDS EAST, 11.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGREES 22 MINUTES 49 SECONDS EAST, 100.75 FEET; THENCE NORTH 06 DEGREES 13 MINUTES 04 SECONDS EAST, 25.94 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 12.07 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET AND WHOSE CHORD BEARS NORTH 13 DEGREES 54 MINUTES 03 SECONDS EAST, 12.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGREES 35 MINUTES 01 SECONDS EAST, 113.44 FEET; THENCE NORTH 20 DEGREES 06 MINUTES 26 SECONDS WEST, 25.21 FEET; THENCE NORTH

1817934020 Page: 10 of 13

# **UNOFFICIAL COPY**

01 DEGREES 23 MINUTES 26 SECONDS WEST, 5.31 FEET TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WESTERLY LINE OF SOUTH DOTY AVENUE, AS DEDICATED BY DOCUMENT NUMBER 9002353 IN BOOK 212, PAGES 12 AND 13, A DISTANCE OF 640 FEET NORTHEASTERLY MEASURED ALONG SAID WESTERLY LINE FROM ITS INTERSECTION WITH THE AFORESAID NORTH LINE OF EAST 111TH STREET, ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01 DEGREES 23 MINUTES 26 SECONDS WEST, 14.60 FEET TO A POINT ON THE SOUTH LINE OF SOUTH DOTY AVENUE AS DEDICATED BY THE AFOREMENTIONED PULLMAN PARK - PHASE I SUBDIVISION; THENCE NORTH 38 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTH DOTY AVENUE, 197.38 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 120.51 FEET, ALONG THE SOUTH LINE OF SAID SOUTH DOTY AVENUE BEING THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 267.00 FEET AND WHOSE CHORD BEARS NORTH 75 DEGREES 40 MINUTES 46 SECONDS EAST, 11949 FEET TO A POINT ON THE WESTERLY LINE WESTERLY LINE OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDING OF THE STATE OF ILLINOIS RECORDED OCTOBER 02, 1957, AS DOCUMENT 17027772; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE RIGHT OF WAY OF THE LAST DESCRIBED CONVEYED LAND FOR THE NEXT THREE COURSES; (1) THENCE SOUTH 21 DEGREES 35 MINUTES 01 SECONDS WEST, 22.50 FEET TO A POINT OF CURVATURE: (2) THENCE SOUTHWESTERLY 72.82 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND WHOSE CHORD BEARS SOUTH 28 DEGREES 32 MINUTES 16 SECONDS WEST, 72.64 FEET TO A POINT OF TANGENCY; (3) THENCE SOUTH 35 DEGREES 29 MINUTES 31 SECONDS WEST, 67.93 FEET TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WESTERLY LINE OF SOUTH DOTY AVENUE, AS DEDICATED BY DOCUMENT NUMBER 9(02353 IN BOOK 212, PAGES 12 AND 13, A DISTANCE OF 640 FEET NORTHEASTERLY MEASURED ALONG SAID WESTERLY LINE FROM ITS INTERSECTION WITH THE AFORESAID NORTH LINE OF EAST 111TH STREET; THENCE NORTH 68 DEGREES 24 MINUTES 59 SECONDS WEST, ALONG SAID LINE, 247.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **AND**

PARCEL A (NP111TH ACCESS PARCEL):

A PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EAST 111TH STREET, AS DEDICATED AUGUST 11, 1925 PER DOCUMENT 9002353, BEING A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 OF SAID TOWNSHIP, AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14;

Pullman - First Amendment to & Partial Release of Mortgage #8632674

THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG SAID NORTH LINE, 753.18 FEET TO A POINT ON THE WESTERLY LINE OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDING OF THE STATE OF ILLINOIS 02, 1957. AS **DOCUMENT** 17027772: RECORDED **OCTOBER** NORTHEASTERLY 220.49 FEET, ALONG SAID WESTERLY LINE BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 128.59 FEET AND WHOSE CHORD BEARS NORTH 48 DEGREES 22 MINUTES 20 SECONDS EAST, 194.46 FEET TO A POINT OF TANGENCY: THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LAND SOUTH 82 DEGREES 30 MINUTES 19 SECONDS EAST ,76.80 FEET: THENCE NORTH 12 DEGREES 29 MINUTES 41 SECONDS EAST, 114.11 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 10.08 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET AND WHOSE CHORD BEAKS NORTH 70 DEGREES 15 MINUTES 32 SECONDS EAST, 8.46 FEET TO A POINT OF REVEICE CURVATURE; THENCE SOUTHEASTERLY 39.96 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND WHOSE CHORD SEARS SOUTH 61 DEGREES 08 MINUTES 05 SECONDS EAST, 39.79 FEET TO A POINT OF TANGENCY: THENCE SOUTH 70 DEGREES 17 MINUTES 33 SECONDS EAST, 79.90 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 82.26 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 92.50 FEET AND WHOSE CHORD BEARS NORTH 84 DEGREES 13 MINUTES 54 SECONDS EAST, 79.57 FRET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 89.11 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS NORTH 36 DEGREES 33 MINUTES 26 SECONDS EAST, 86.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 14 DEGREES 21 MINUTES 30 SECONDS EAST, 86.00 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 36 SECONDS EAST, 84.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTEKLY 21 93 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 11 MINUTES 37 SECONDS EAST, 31.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 11.29 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 34 DEGREES 10 MINUTES 14 SECONDS EAST, 11.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGREES 22 MINUTES 49 SECONDS EAST, 100.75 FEET; THENCE FORTH 06 DEGREES 13 MINUTES 04 SECONDS EAST, 25.94 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 12.07 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET AND WHOSE CHORD BEARS NORTH 13 DEGREES 54 MINUTES 03 SECONDS EAST, 12.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 21 DEGREES 35 MINUTES 01 SECONDS EAST, 113.44 FEET; THENCE NORTH 20 DEGREES 06 MINUTES 26 SECONDS WEST, 25.21 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 26 SECONDS WEST, 5.31 FEET TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WESTERLY LINE OF SOUTH DOTY AVENUE, AS DEDICATED BY DOCUMENT NUMBER 9002353 IN BOOK 212, PAGES 12 AND 13, A DISTANCE OF 640 FEET NORTHEASTERLY MEASURED ALONG SAID WESTERLY LINE FROM ITS INTERSECTION WITH THE AFORESAID NORTH

LINE OF EAST 111TH STREET, ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 68 DEGREES 24 MINUTES 59 SECONDS WEST, ALONG SAID LINE, 37.39 FEET TO A POINT ON THE SOUTH LINE OF SOUTH DOTY AVENUE AS DEDICATED BY PULLMAN PARK - PHASE 1 SUBDIVISION; THENCE NORTH 88 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG SAID SOUTH LINE, 34.43 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 26 SECONDS EAST, 14.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 25-14-300-013-0000 (10800 S. DOTY AVE, CHICAGO, IL 60628) 25-14-300-024-0000 (728 E. 111th St, CHICAGO, IL 60628) 25 - 11- 300 - 016 - 0000 (1000 E. 109th St, CHICAGO, 1- 60628) 25 - 14-100 - 053-0000 (1000 E. 11th ST, CHICAGO, IL 60628) Coot County Clert's Office 25-14-300-030-0000 (1000 E.111th ST, CHICAGO, IL 60628)

#### EXHIBIT B

Legal Description of Released Property

#### **GOTHAM GREENS PARCEL:**

LOT I IN PULLMAN PARK - PHASE I, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 2011 AS DOCUMENT 1120029049.

PIN: 25-14-100-049-0000

or Coot County Clark's Office PROPERTY ADDRESS: 10650 S. DOTY AVENUE, CHICAGO, IlliNois 60628