

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

Doc#: 1824819405 Fee: \$80.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/05/2018 01:16 PM Pg: 1 of 17

The property identified as: **PIN: 13-04-402-004-0000**

**Address:**

**Street:** 4801 Wert Peterson Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60646

**Lender:** CIBC BANK

**Borrower:** KLAIMONT ENTERPRISES, INC

**Loan / Mortgage Amount:** \$2,400,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 770 et seq. because it is commercial property.

**Certificate number:** 9FA14007-C543-47F1-A591-8EB8F5CD1A34

**Execution date:** 9/4/2018

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**This document prepared by and after  
Recording return to:**

Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606  
Attn: Steven F. Ginsberg, Esq.

Property Address:  
4801 West Peterson Avenue  
Chicago, IL 60646

Property Index No.:  
13-04-402-004-0000  
13-04-402-005-0000

**FIRST AMENDMENT TO LOAN DOCUMENTS AND REAFFIRMATION OF  
GUARANTY OF PAYMENT AND ENVIRONMENTAL INDEMNITY AGREEMENT**

This **FIRST AMENDMENT TO LOAN DOCUMENTS** (this "Amendment") is dated as of the 4<sup>th</sup> day of September, 2018 and effective as of July 27, 2018, by and among **KLAIRMONT ENTERPRISES, INC.**, an Illinois corporation ("**Borrower**"), **ALFRED M. KLAIRMONT**, an individual ("**A. Klairmont**"), **ROBERT W. KLAIRMONT**, an individual ("**R. Klairmont**", together with A. Klairmont, collectively, "**Guarantor**") and **CIBC BANK USA**, an Illinois state chartered bank, formerly known as The PrivateBank and Trust Company, its successors and assigns ("**Lender**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan Agreement dated as of July 27, 2015, by and between Borrower and Lender (the "**Loan Agreement**"), Lender agreed to make a loan to Borrower in the maximum principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00) (the "**Loan**");

**WHEREAS**, the Loan is evidenced by that certain Promissory Note dated as of July 27, 2015 made by Borrower in favor of Lender (the "**Note**"), in the maximum principal amount Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00);

**WHEREAS**, the Loan is secured by (i) a certain Guaranty of Payment (the "**Guaranty**") dated as of July 27, 2015, jointly and severally from Guarantor for the benefit of Lender; (ii) a certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (the "**Mortgage**") dated as of July 27, 2015, executed and delivered by Borrower for the benefit of Lender and recorded with the Cook County Recorder of Deeds on July 29, 2015 as document number 1521045047, encumbering certain real estate (the "**Property**") located in Cook County,

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Illinois, legally described on Exhibit A attached hereto and commonly known as 4801 West Peterson Avenue, Chicago, IL 60646; (iii) a certain Assignment of Leases and Rents (the “Assignment”) dated as of July 27, 2015, executed and delivered by Borrower for the benefit of Lender and recorded with the Cook County Recorder of Deeds on July 29, 2015 as document number 1521045048, encumbering certain interests in real and personal property as more particularly described in the Assignment; and (iv) a certain Environmental Indemnity Agreement (the “**Environmental Indemnity**”) dated as of July 27, 2015 executed by and among Borrower and Guarantor for the benefit of Lender. The Loan Agreement, the Note, together with the Guaranty, the Mortgage, the Assignment, the Environmental Indemnity, and any and all other documents executed in connection with the Loan are collectively referred to herein as the “**Original Loan Documents**”;

**WHEREAS**, Borrower has requested certain changes to the Original Loan Documents, and Lender has agreed to such changes subject to the due execution and delivery of this Amendment. The Original Loan Documents and each of the other documents evidencing or securing the Loan, as each may be modified, amended or restated by this Amendment and as may be further amended, restated, supplemented and in effect from time to time are hereinafter referred to collectively as the “**Loan Documents**.”

**NOW, THEREFORE**, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation. The preambles to this Amendment, together with the Loan Agreement and all other Loan Documents, are fully incorporated herein by this reference with the same force and effect as though restated herein.

2. Defined Terms. To the extent not otherwise defined herein to the contrary, all terms and phrases used in this Amendment shall have the respective meanings ascribed to them in the Loan Agreement.

3. Amendments to Loan Agreement.

(a) Section 2.21 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Maturity Date**” shall mean November 27, 2020.”

(b) The following definitions are hereby added to Section 2 of the Loan Agreement:

(i) “**RLOC Note**” shall mean that certain Revolving Line of Credit Promissory Note dated as of the date hereof, made by Borrower in favor of Lender in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the terms of, and as evidenced and secured by the RLOC Documents.

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- (ii) **“RLOC Documents”** shall mean that certain RLOC Note and those certain loan documents executed and delivered pursuant to the RLOC Note which evidence, secure and set forth the terms of the RLOC Note, as may be amended, modified and restated from time to time.
- (c) Section 7.6(d) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:
 

“As used herein, **“Debt Service”** shall mean the payments of principal and interest that were due and payable on the Loan and the RLOC Note during the period referred to in subsection (a) above, assuming (x) required monthly principal and interest payments that would be necessary to fully amortize the Loan over a twenty five (25) year period at an interest rate per annum equal to the greater of: (i) the then applicable Interest Rate (as defined in the Note); or (ii) six and 00/100 percent (6.00%) percent per annum or the sum of all scheduled principal (if any) and interest payments on the Loan, and (y) required monthly interest payments for the RLOC Note (assuming the maximum principal amount of the RLOC Note is then outstanding) a. an interest rate per annum equal to the greater of: (i) the then applicable Interest Rate (as defined in the RLOC Note); or (ii) six and 00/100 percent (6.00%) percent per annum or the sum of all scheduled principal (if any) and interest payments on the RLOC Note.”
- (d) Section 8 of the Loan Agreement is hereby amended by adding the following as clause (l):

“(l) The occurrence of an Event of Default under the RLOC Documents.”

#### 4. Amendments to Note.

- (a) Section 1(A) of the Note is hereby deleted in its entirety and replaced with the following:
 

“A. Maturity Date. Borrower hereby promises to pay to the order of Lender the principal sum of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), or so much thereof as may be outstanding hereunder, in lawful money of the United States of America on or before November 27, 2020 (the “Maturity Date”), together with interest thereon at the rate or rates hereinbelow set forth.”
- (b) The following definitions are hereby added to Section 2 of the Note:
  - (i) **“RLOC Note”** shall mean that certain Revolving Line of Credit Promissory Note dated as of the date hereof, made by Borrower in favor of Lender in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) pursuant to the terms of, and as evidenced and secured by the RLOC Documents.

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- (ii) **“RLOC Documents”** shall mean that certain RLOC Note and those certain loan documents executed and delivered pursuant to the RLOC Note which evidence, secure and set forth the terms of the RLOC Note, as may be amended, modified and restated from time to time.
- (c) Section 5(A) of the Note is hereby deleted in its entirety and replaced with the following:
- “A. Commencing on the first (1<sup>st</sup>) day of September, 2018, and on the first (1<sup>st</sup>) day of each successive month thereafter, to and including the first (1<sup>st</sup>) day of the month in which the Maturity Date occurs, Borrower shall make payments to Lender of principal in an amount of Thirty Seven Thousand Five Hundred Eighty Six and 44/100 (\$37,586.44), together with an additional amount representing accrued and unpaid interest thereon. Interest accrued on any Loan as of the date of termination, breakage, or other disposition shall be due and payable in full on the date of such termination, breakage or disposition.”
- (d) Section 9(A) of the Note is hereby amended by adding the following as an Event of Default
- “ or (d) the occurrence of an Event of Default under the RLOC Documents.”

## 5. Amendments to Mortgage.

- (a) The definition of “Debt” in the second paragraph of the Recitals to the Mortgage is hereby deleted in its entirety and replaced with the following:
- “(i) the payment when and as due and payable of the principal of and interest on the Loan or so much thereof as may be advanced from time to time, and any and all late charges, Additional Costs (as defined in the Note), and all other indebtedness evidenced by or owing under the Note and any of the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the payment when and as due and payable of the principal of and interest on the RLOC Note (as defined in the Loan Agreement) or so much thereof as may be advanced from time to time, and any and all late charges, Additional Costs (as defined in the RLOC Note), and all other indebtedness evidenced by or owing under the RLOC Note and any of the other RLOC Documents (as defined in the Loan Agreement), together with any extensions, modifications, renewals or refinancings of any of the foregoing; (iii) the payment of all other indebtedness which this Mortgage by its terms secures; and (iv) the performance and observance of the covenants and agreements contained in this Mortgage, the Loan Agreement, the Note, each of the other Loan Documents, the RLOC Note (as defined in the Loan Agreement), and each of the other RLOC Documents (as defined in the Loan Agreement) (all of

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such indebtedness, obligations and liabilities identified in (i), (ii), (iii), and (iv) above being hereinafter referred to as the "**Debt**"),

- (b) The following shall be added as paragraph 41 to the Mortgage:

"41. Revolving Line of Credit. The Debt includes a "revolving credit" (as that term is defined in the Illinois Compiled Statutes, 815 ILCS 205/4.1, as amended, and any successor statute), and this Mortgage secures not only the existing indebtedness under any note or other document evidencing such revolving credit, but also such future advances as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage, as to third persons without actual notice thereof, shall be valid as to all such indebtedness and future advances from the time the Mortgage is filed of record in the Office of the Recorder of Deeds of the county where the Premises are located."

6. Amendments to Assignment.

- (a) Recital D of the Assignment is hereby deleted in its entirety and replaced with the following:

"D. The obligations of Borrower under the Loan Agreement, the Note, the Mortgage, the RLOC Note (as defined in the Loan Agreement), the other RLOC Documents (as defined in the Loan Agreement), and the other Loan Documents are collectively referred to herein as the "**Obligations**."

7. Amendment to Guaranty.

- (a) Section 2.2 of the Guaranty is hereby deleted in its entirety and replaced with the following:

"Section 2.2 Definition of Guaranteed Obligation. The term "Guaranteed Obligation" means (i) the payment in full of the entire principal amount of the Loan and all interest payable on the Loan, (ii) the payment in full of the entire principal amount of the RLOC Note (as defined in the Loan Agreement) and all interest payable on the RLOC Note (as defined in the Loan Agreement), (iii) all obligations and liabilities of the Borrower under the Interest Rate Protection Agreements, and (iv) all other amounts owed by Borrower pursuant to the Loan Documents and RLOC Documents (as defined in the Loan Agreement)."

8. Conditions. This Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of Lender:

- (a) This Amendment and the RLOC Documents shall have been duly executed

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and delivered by the respective parties hereto.

(b) All payments of principal and interest, according to the Loan Documents, shall have been made current.

(c) Borrower shall have satisfied all conditions to disbursement of the RLOC Note.

(d) Borrower shall have paid all costs and expenses of Lender, including, without limitation, recording fees and reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Amendment and other documents delivered in connection herewith.

(e) Borrower shall have provided evidence to Lender of its authority to enter into this Amendment.

(f) Lender shall have received a loan fee from Borrower in the amount of Twenty Thousand and 00/100 Dollars (\$20,000) in connection with the RLOC Note.

(g) Lender shall have received an endorsement to the Title Policy (as defined in the Loan Agreement) increasing the amount of the Title Policy by the amount of the RLOC Note and insuring Lender that the Mortgage continues to constitute a valid first mortgage lien on the Property subject only to encumbrances satisfactory to Lender and containing the endorsements specified in Section 4.4 of the Loan Agreement; and Lender shall also have received evidence that the premiums in respect of such Title Policy have been paid.

The parties agree that this Amendment will not be binding upon or enforceable against Lender until such time as each of the conditions precedent set forth above have been satisfied in Lender's sole and absolute determination, and then only after Borrower has fully complied with all of the other terms and conditions set forth in this Amendment.

9. Representations and Warranties. Borrower and Guarantor hereby represent, warrant and covenant with and to Lender that:

(a) The Loan Documents are in full force and effect and have not been modified, amended or changed, except as expressly provided in this Amendment.

(b) As of the date hereof, there are no charges, liens, claims, defenses or setoffs in favor of Borrower or Guarantor under any of the Loan Documents, including, without limitation, any charges, liens, claims, defenses or setoffs under or against the validity or enforceability of any of the Loan Documents in accordance with their respective terms.

(c) All of the representations and warranties of Borrower and Guarantor set forth in the Loan Documents, as any of such Loan Documents may have been modified by this Amendment, are true in all material respects as of the date hereof.

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(d) As of the date hereof, no Event of Default currently exists and there are no state of facts that, with the giving of notice or the passage of time, or both, would become an Event of Default on the part of Borrower or Guarantor under any of the Loan Documents.

(e) There have been no changes or amendments to the operating agreement(s) or articles of organization of Borrower or any of its members or managers since the last copies of such operating agreement(s) and articles of organization were previously delivered to Lender in writing.

(f) Borrower is duly authorized to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance by Borrower of this Amendment, does not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect), or (ii) conflict with (A) any provision of applicable law, (B) the operating agreement, charter, by-laws or other organizational documents of Borrower, or (C) any agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon Borrower or the Property.

10. Lien Status. None of this Amendment, nor any other documents or instruments delivered in connection herewith, constitutes the creation of a new debt or the extinguishment of the debt evidenced by the Note.

11. Reaffirmation of Guaranty. Guarantor does hereby consent to (i) all modifications to the Original Loan Documents as set forth in this Amendment, and (ii) the execution and delivery by Borrower of this Amendment and any other documents or instruments required or requested by Lender. Borrower and Guarantor hereby agree that all of the guarantees, terms, covenants, conditions, representations and warranties as set forth in the Guaranty are in full force and effect, and except as specifically set forth herein, are not amended or modified by the terms of this Amendment, and Guarantor hereby affirms and confirms its obligations, guarantees and liabilities under and pursuant to the Guaranty and any of the other Original Loan Documents to which Guarantor is a party, each as amended by this Amendment.

12. Reaffirmation of Environmental Indemnity. Guarantor does hereby consent to (i) all modifications to the Original Loan Documents as set forth in this Amendment and (ii) the execution and delivery by Borrower of this Amendment and any other documents or instruments required or requested by Lender. Borrower and Guarantor hereby agree that all of the guarantees, terms, covenants, conditions, representations and warranties as set forth in the Environmental Indemnity are in full force and effect, and except as specifically set forth herein, are not amended or modified by the terms of this Amendment, and Guarantor hereby affirms and confirms its obligations, guarantees and liabilities under and pursuant to the Environmental Indemnity and any of the other Original Loan Documents to which Guarantor is a party, each as amended by this Amendment. All references to the obligations or indebtedness under the Environmental Indemnity shall include the RLOC Note and RLOC Documents.



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13. No Novation. Nothing contained in this Amendment is intended to effectuate, nor shall this Amendment be construed to effectuate, a novation or an accord and satisfaction of any of the indebtedness outstanding under or secured by the Loan Documents.

14. Further Assurances. Borrower hereby agrees to execute and deliver within a reasonable time to Lender, at Lender's request, such other documents as Lender reasonably deems necessary or appropriate to evidence the transaction contemplated herein and/or to perfect or otherwise secure Lender's interest in the Property.

15. Expenses. All reasonable expenses incurred by Lender incidental to the transactions contemplated herein, including, without limitation, all title charges, recording and filing fees, reasonable legal and other expenses, shall be borne and paid by Borrower.

16. Full Force and Effect. Except as expressly modified and amended hereby, the Note and the other Loan Documents shall continue in full force and effect and, as thus modified and amended, are hereby ratified, confirmed and approved. In the event of any conflict between the terms in this Amendment and in the Note or the other Loan Documents, the terms of this Amendment shall control.

17. Binding Effect. This Amendment applies to, inures to the benefit of and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns.

18. Governing Law. This Amendment shall be governed by and construed in accordance with, the laws of the State of Illinois.

19. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed copies of this Amendment and all other Loan Documents maintained by Lender shall be deemed to be originals thereof.

20. Waiver. Borrower and Guarantor acknowledge, confirm and agree that, to their knowledge, neither Borrower nor Guarantor have any offsets, defenses, claims or counterclaims against Lender with respect to any of its liabilities and obligations to Lender under the Loan Documents, and to the extent that Borrower and Guarantor have knowledge of any such claims under the Loan Documents, Borrower and Guarantor affirmatively WAIVE and RENOUNCE such claims as of the date hereof.

21. Final Agreement. THIS AMENDMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of page intentionally left blank. Signature pages follow]

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IN WITNESS WHEREOF, Borrower has caused these presents to be executed the day and year first above written.

**BORROWER:**

**KLAIRMONT ENTERPRISES, INC.**, an Illinois corporation

By: Alfred M. Klairmont  
Name: Alfred M. Klairmont  
Title: President

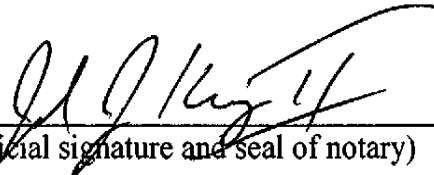
Property of Cook County Clerk's Office

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STATE OF ILLINOIS

COUNTY OF COOK

On this 31st day of August, 2018, before me, the undersigned notary public, personally appeared Alfred M. Klairmont, the President of Klairmont Enterprises, Inc., an Illinois corporation, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



(Official signature and seal of notary)



MY COMMISSION EXPIRES:

8/03/2019

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Guarantor has caused these presents to be executed the day and year first above written.

**GUARANTOR:**



ALFRED M. KLAIMONT, an individual

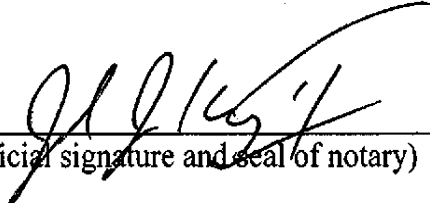
Property of Cook County Clerk's Office

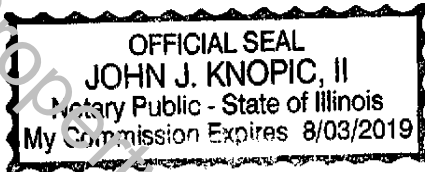
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STATE OF ILLINOIS

COUNTY OF COOK

On this 31st day of August, 2018, before me, the undersigned notary public, personally appeared Alfred M. Klairmont, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
(Official signature and seal of notary)



MY COMMISSION EXPIRES:  
8/03/2019

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Guarantor has caused these presents to be executed the day and year first above written.

**GUARANTOR:**



\_\_\_\_\_  
ROBERT W. KLAIMONT, an  
individual

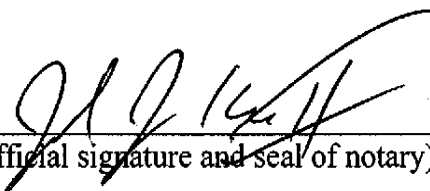
Property of Cook County Clerk's Office

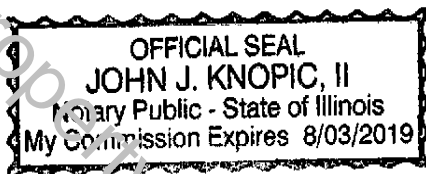
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STATE OF ILLINOIS

COUNTY OF COOK

On this 31st day of August, 2018, before me, the undersigned notary public, personally appeared Robert W. Klairmont, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
(Official signature and seal of notary)



MY COMMISSION EXPIRES:  
8/03/2019

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IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

**LENDER:**

CIBC BANK USA, an Illinois state chartered bank, formerly known as The PrivateBank and Trust Company

By *Katelyn Brungardt*  
Name: Katelyn Brungardt  
Title: Officer

STATE OF ILLINOIS

COUNTY OF COOK

On this 31<sup>st</sup> day of AUGUST, 2018, before me, the undersigned notary public, personally appeared Katelyn Brungardt, an officer of CIBC BANK USA, an Illinois state chartered bank, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Monika Sarna*  
(Official signature and seal of notary)

MY COMMISSION EXPIRES:

10/12/20





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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE SOUTHEASTERLY 1/2 OF LOT 9 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF CALDWELL AVENUE AND THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9; THENCE NORTHEASTERLY ON SAID NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9, 45.86 FEET TO THE SOUTH LINE OF PETERSON AVENUE; THENCE EAST ALONG THE SAID SOUTH LINE OF PETERSON AVENUE 110 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF PETERSON AVENUE 127.1 FEET TO THE NORTHEASTERLY LINE OF CALDWELL AVENUE; THENCE NORTHWESTERLY ON THE ABOVE NORTHEASTERLY LINE OF CALDWELL AVENUE 161.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THE NORTH 1/2 OF VACATED CALDWELL AVENUE LYING SOUTH OF AND ADJOINING THAT PART OF THE SOUTHEASTERLY 1/2 OF LOT 9 IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF CALDWELL AVENUE AND THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9; THENCE NORTHEASTERLY ON SAID NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9, 45.86 FEET TO THE SOUTH LINE OF PETERSON AVENUE, THENCE EAST ALONG SAID SOUTH LINE OF PETERSON AVENUE 110.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF PETERSON AVENUE, 127.10 FEET TO THE NORTHEASTERLY LINE OF CALDWELL AVENUE; THENCE NORTHWESTERLY ON SAID NORTHEASTERLY LINE OF CALDWELL AVENUE 161.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEASTERLY 1/2 OF LOT 9 AND THAT PART OF LOT 3, LYING WEST OF THE CENTER LINE OF CICERO AVENUE AND SOUTH OF THE SOUTH LINE OF PETERSON AVENUE (EXCEPT THE PARCEL BEGINNING AT A POINT OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9 AND THE SOUTH LINE OF PETERSON AVENUE; THENCE EAST ALONG THE SOUTH LINE OF PETERSON AVENUE 110 FEET TO A POINT; THENCE SOUTH, AT RIGHT ANGLES TO THE SOUTH LINE OF PETERSON AVENUE, TO A POINT ON THE NORTHEASTERLY LINE OF CALDWELL AVENUE; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF CALDWELL AVENUE, 33.0 FEET TO THE SOUTHWESTERLY LINE OF LOT 9; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF LOT 9, TO A POINT ON THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF LOT 9; THENCE NORTHEASTERLY ALONG THE SAID LINE TO THE POINT OF BEGINNING) OF OGDEN AND JONES' SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4801 West Peterson Avenue, Chicago, Illinois 60646

Permanent Index Numbers: 13-04-402-004-0000 and 13-04-402-005-0000