Illinois Anti-Predatory
Lending Database
Program
GOSGOO CT
Certificate of Exemption

Doc#. 1925213115 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 09/09/2019 11:48 AM Pg: 1 of 11



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 17-22-110-114-1109

Address:

Street:

1335 South Prairie Avenue

Street line 2: Unit 1501

City: Chicago

State: IL

ZIP Code: 60605

Lender: Baxter Credit Union

Borrower: J.M. Die Holdings, LLC; J.M. Tool & Die, LLC; J.M. Equipment, LLC; and Mulligan Equipment, LLC

Loan / Mortgage Amount: \$250,000.00

This property is located within the program area and the transaction is exempt from the require men s of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 57388973-8FF3-4FCA-91E2-57CE888678D4

Execution date: 8/20/2019

1925213115 Page: 2 of 11

UNOFFIGIAL COPY

1335 South Prairie Avenue, Unit 1501

Chicago, IL 606059

CT

SECOND MORTGAGE (ILLINOIS)

Above Space for Recorder's use only

THIS AGREEMENT, made as of August 20, 2019, between Paul Manzano and Hazel Manzano (hereinafter referred to as the "Mortgagor") and Baxter Credit Union (hereinafter referred to as the "Mortgagee").

WITNESSETH

THAT WHEREAS J.M. DIE HOLDINGS, LLC; J.M. TOOL & DIE, LLC; J.M. EQUIPMENT, LLC; AND MULLIGAN EQUIPMENT, LLC (collectively the "Borrower") is justly independ to the Mortgagee to secure payment of all amounts owed to the Mortgagee under that certain Loan Agreement (the "Loan Agreement") of even date by and between Mortgagee and Borrower in and by which the Borrower promises to pay the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars due under a Line of Credit Note and Three Millics: One Hundred Thirty Five Thousand and 00/100 (\$3,135,000.00) under a Term Loan Note and interest at the rate and in installments as provided in said Notes, with a final payment of the balance due as set forth in the Notes, and all of said principal and interest are made payable at such place as set forth in the Notes, as the Mortgagee may from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 340 North Milwaukee Avenue, Vernon Hills, IL 60061.

That WHEREAS, the Mortgagor, the Borrower and the Lender have entered into a hypo hecation Agreement of even date wherein the Mortgagor has hypothecated its interest in the Real Estate to the Borrower to enable the Borrower to utilize the Real Estate as collateral for the loan from the Mortgagee.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage and the Notes and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK; IN THE STATE OF ILLINOIS, to wit:

PARCEL 1:

UNIT 1501/1510 AND PARKING SPACES GU-204 AND GU-26 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MUSEUM TOWER RESIDENCES CONDOMINIUM AS DELINEATED AND DEFINED IN THE

1925213115 Page: 3 of 11

UNOFFIGIAL COPY

DECLARATION RECORDED AS DOCUMENT NO. 0314219137, AS AMENDED FROM TIME TO TIME, IN FRACTIONAL SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE RIGHT TO USE STORAGE SPACE NOS. S-111 AND S-120, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER(S): 17-22-110-114-1109; 17-22-110-114-1191; 17-22-110-114-1369

ADDRESS(ES) OF REAL ESTATE: 1335 SOUTH PRAIRIE AVENUE, UNIT 1501, CHICAGO, IL 60605

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor cove incompletely, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor cove incompletely attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, if applicable, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: Paul Manzano and Hazel Manzano

This mortgage consists of seven (7) pages. The covenants, conditions and provisions appearing on pages 3 through 7 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagor the day and year first above writter.

Paul Manzano

Hazel Manzano

State of Illinois

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Manzano and Hazel Manzano personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead, if applicable.

Given under my hand and official seal, this 20 day of Hugust 2019

HEATHER M WEIR Official Seal

Notary Public - State of filmois My Commission Expires Aug 3, 2020

Commission expires $\frac{A \nu gu S + 3^{\nu g}}{20}$ 90. This instrument ver prepared by: Lawrence A. Gold, Gomberg, Sharfman, P.C., 2005. La Saile, Suite 14-10,

Chicago, IL 60604°

NOTARY PUBLIC

Mail this instrument to Lawrence A. Gold, Gomberg, Sharfman, P.C., 208 S. La Salle, Suite 1410, Chicago, IL 60604

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) conclete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal or dinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by slatute, any tax or assessment which Mortgagor may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee, the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the Property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may

elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenant to bold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the Note secured hereby.
- 5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the Note (in addition to the required payments) as may be provided in the Note.
- 6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the incurrence companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in (vi) the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Moir Garge may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgage 2 to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured nereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.
- 8. The Mortgagee making any payment hereby authorized relating to taxe. or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- 10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees,

UNOFFIGUAL COPY

outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as he ein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortg, gor, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of:

 (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. If not required by a first mortgage holder, the Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Agreement or this Mortgage. The word "Mortgagee" when used here in shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.
- 19. <u>Collateral Protection Act Notice</u>. Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage, the Mortgagee may purchase insurance at the expense of the Mortgagor to protect the interest of the Mortgagee in the premises. This insurance may, but need not, protect the interest of the Mortgagor in the premises. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the premises, the Mortgagor will be responsible for the costs of that insurance, including interest and any other charges the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs or the insurance may be added to the total outstanding balance or obligation of the Mortgagor to the Mortgagor may be able to obtain on its own behalf.
- 20. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid as provided in the Settlement Agreement or the interest conveyed is a Mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Notes it secures.
- 21. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Note secured hereby. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

- 22. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, peralties, injunctive relief or clean-up costs in any governmental or regulatory action or thirdparty claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.
- 23. LIMITATION ON LIABILITY. This Mortgage secures two separate Notes that have a total obligation of Three Million Three Hundred Eighty Five Thousand (\$3,385.000.00) Dollars. Notwithstanding anything to the contrary contained herein the total liability of the Mortgagers hereunder shall not be in excess of Five Hundred Thousand (\$500,000.00) Dollars.
- 24. RIGHT TO HAVE THE LOAN REASSESSED. At any time after the first 24 months of the loan term of this Mortgage, the Mortgagor has the option to request the Mortgagee to reassess the collateral which secures the loan and if the loan is over collateralized, to consider (at its sole option) of reducing or eliminating this second mortgage. Borrower would pay any appraisal expense relating to the reassessment of the collateral.

1925213115 Page: 9 of 11



Dated: August 20, 2019

HYPOTHECATION AGREEMENT

FOR VALUE RECEIVED and in consideration of financial accommodations being extended to or hereafter to be extended to J.M. DIE HOLDINGS, LLC; J.M. TOOL & DIE, LLC; J.M. EQUIPMENT, LLC; AND MULLIGAN EQUIPMENT, LLC (hereinafter called the "Borrower") by Baxter Credit Union (hereinafter called the "Lender") pursuant to a Loan Agreement dated contemporaneously herewith (the "Agreement"), the undersigned will cause a security interest in the nature of a Second Mortgage (the "Mortgage") on certain real estate described on Rider A attached hereto (the "Collateral") to be recorded and perfected in the name of the Lender as security for the payment of any and all indebtedness, obligations and liabilities of every kind, nature and description of the Borrower, to the Lender pursuant to the Loan Agreement, now or hereafter existing, or due or accrued or to become due or accrued, such indebtedness, obligations and liabilities being hereinafter sometimes called the "Indebtedness".

The undersigned variant(s) and represent(s) to the Lender that the undersigned has good title to the Collateral and has full right to transfer, convey and hypothecate its interest therein to the Borrower as security for the Borrower's obligation to the Lender.

Contemporaneous with the execution and delivery hereof, the undersigned has executed and delivered to the Lender its Mortgage granting a security interest in the Collateral to the Lender.

In the event of a default of payment or performance by the Borrower pursuant to the terms of the Agreement describing, evidencing, guarantying, or securing the Indebtedness, the undersigned shall be deemed to be in default of this Hypothecation Agreement and the Borrower shall be in default of its Agreement with the Lender to secure the Indebtedness, in which case the Lender shall be entitled to immediately exercise any and all rights and remedies contained therein, as well as any rights and remedies provided by applicable law.

Notwithstanding anything to the contrary contained herein the total liability of the Mortgagors hereunder shall not be in excess of Five Hundred Thousand (\$500,000.00) Do lars.

This Agreement shall constitute a continuing agreement, applying to any and all future as well as existing transactions between the Borrower or the undersigned, or either of them, and the Lender, and shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned.

SIGNATURE PAGE FOLLOWS

In witness whereof the undersigned has executed this Hypothecation Agreement on the date first above written.

BORROWER:

J.M. DIE HOLDINGS, LLC

Paul Manzano, Manager

MULLIGAN EQUIPMENT, LLC

Paul Manzano, Manager

MORTGAGOR:

Paul Manzano

J.M. TOOL & DIE, LLC

Paul Manzano, Manager

J.M. EQUIPMENT, LLC

Paul Manzano, Manager

LENDER

BAXTER CREDIT UNION

Cook County Clark's Office

1925213115 Page: 11 of 11

UNOFFIGIAL COPY

RIDER A

LEGAL DESCRIPTION

PARCEL 1:

UNIT 1501/1510 AND PARKING SPACES GU-204 AND GU-26 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MUSEUM TOWER RESIDENCES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0314219137, AS AMENDED FROM TIME TO TIME, IN FRACTIONAL SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE RIGHT 16 USE STORAGE SPACE NOS. S-111 AND S-120, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.