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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2019 11:37 AM PG: 1 OF 16

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

Jason L. Sethen, Esq.
General Counsel
Chicago Low-Income Housing Trust Fund
77 West Washington Street, Suite 719
Chicago, IL 60602

For Recorder's Use Only

1801 0555 LFE
Sale CCND

FIRST AMENDMENT, CONSENT AND SUBORDINATION AGREEMENT

This First Amendment, Consent and Subordination Agreement (this "**Agreement**"), is made in Chicago, Illinois as of September 24, 2019 (the "**Closing Date**"), by and between the Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "**Trust Fund**"), and Spaulding Partners, LP, an Illinois limited partnership ("**Borrower**", and together with the Trust Fund, the "**Parties**").

WHEREAS, in March 2005, the Trust Fund made a loan of certain HOME Investment Partnership Program funds in the original principal amount of five hundred thousand dollars (\$500,000) (the "**Trust Fund Loan**") to Borrower for the construction of a building containing 35 dwelling units and certain parking facilities located at the address commonly known as 1750 North Spaulding Avenue, in Chicago, Illinois, as more fully described in Exhibit A attached hereto (the "**Property**");

WHEREAS, the Trust Fund Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement made by Borrower in favor of the Trust Fund (the "**Mortgage**") dated as of March 1, 2005 and recorded with the Cook County Recorder of Deeds (the "**Recorder**") on March 3, 2005 as document number 0506227119, that certain Loan Agreement made by and between Borrower and the Trust Fund (the "**Loan Agreement**") dated as of March 1, 2005, and that certain Note made by Borrower in favor of the Trust Fund (the "**Note**") dated as of March 1, 2005, (the Mortgage, Loan Agreement and Note, together with any other related documents, but excluding the Regulatory Agreement and Guaranty, as defined below, shall hereinafter be referred to as the "**Financing Documents**");

WHEREAS, in addition to the Financing Documents, there was made, in connection to the Trust Fund Loan, that certain Guaranty made by Spaulding Development Corporation ("**General Partner**") and George Ardelean and Agatha Ardelean (collectively, "**Owner**") in favor of the Trust Fund (the "**Guaranty**") dated as of March 1, 2005, and that certain Regulatory Agreement made by and between Borrower and the Trust Fund (the "**Regulatory Agreement**") dated as of March 1, 2005 and recorded with the Recorder on March 3, 2005 as document number 0506227115;

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WHEREAS, Albany Bank and Trust Company, N.A. (“**Albany Bank**”) previously made a loan to Borrower in the amount of one million two hundred sixty-one thousand one hundred twenty dollars (\$1,261,120), evidenced by (among other things) that certain Mortgage made by Borrower in favor of Albany Bank, dated March 1, 2005 and recorded with the Recorder on March 3, 2005 as document number 0506227116 (the “**Albany Mortgage**”);

WHEREAS, Community Investment Corporation, an Illinois not-for-profit corporation (“**New Senior Lender**” or “**CIC**”) has made a loan to Borrower in the amount of one million two hundred sixty-one thousand one hundred twenty dollars (\$1,261,120), evidenced by (among other things) that certain Mortgage and Security Agreement with Collateral Assignment of Leases and Rents made by Borrower in favor of CIC, dated March 13, 2007 and recorded with the Recorder on March 16, 2007 as document number 0707545010 (the “**Original Senior Loan**”), the proceeds of which were used to retire the Albany Mortgage;

WHEREAS, the Trust Fund and Borrower have entered into that certain Subordination Agreement, dated March 13, 2007 and recorded with the Recorder on March 16, 2007 as document number 0707545011, which subordinated the Trust Fund Loan to the Original Senior Loan;

WHEREAS, the Trust Fund Loan is currently subordinate to Original Senior Loan, which has: (i) a current outstanding balance of approximately one million forty-seven thousand three hundred seventy nine dollars (\$1,047,379), (ii) a current interest rate of seven and fifteen-hundredths percent (7.15%), and (iii) a loan term that will end on or about July 1, 2026; and to a loan (the “**City Loan**”) made by the City of Chicago (the “**City**”) to Borrower in the original principal amount of eight hundred ninety-eight thousand eight hundred eighty-three dollars (\$898,883), which is evidenced by (among other things) that certain Junior Mortgage, Security Agreement and Financing Statement made by Borrower in favor of the City, dated March 1, 2005 and recorded with the Recorder on March 3, 2005 as document number 0506227117;

WHEREAS, Borrower is refinancing the Original Senior Loan by entering into a new loan with CIC in the principal amount of one million four hundred eighty thousand dollars (\$1,480,000) with the following additional loan terms: (i) a term of approximately eight (8) years, which shall end no later than March 1, 2027 and (ii) a reduced interest rate of four and fifty-hundredths percent (4.50%) per year (the “**New Senior Loan**”), and Borrower will secure the New Senior Loan by executing a new mortgage (the “**New Senior Mortgage**”) in connection with the Property in favor of CIC;

WHEREAS, the outstanding balance as of the date hereof on the Trust Fund Loan is five hundred thousand dollars (\$500,000.00);

WHEREAS, Borrower has requested the Trust Fund’s consent to (i) secure the New Senior Loan from CIC; (ii) enter into the New Senior Mortgage and subordinate the Trust Fund Loan to the New Senior Loan; (iii) pay off the Original Senior Loan; and (iv) enter into this Agreement (items i – iv, above, are herein referred to as the “**Transaction**”); and

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WHEREAS, Borrower acknowledges that all Trust Fund Loan proceeds have been disbursed by the Trust Fund as provided in the Financing Documents.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the above Recitals which are made a contractual part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Consent & Subordination

The Trust Fund hereby grants its consent to the Transaction and agrees to the subordination of the Trust Fund Loan and the Financing Documents (but not the Guaranty or the Regulatory Agreement) to the New Senior Loan, as secured by the New Senior Mortgage. The Trust Fund Loan and the Financing Documents are and will remain also subordinate to the City Loan and related documents.

Section 2. Amendments

A. Amendments to Loan Agreement.

i. Paragraph 10 of Exhibit A to the Loan Agreement is amended as follows:

(a) The first notice address for the Trust Fund is hereby deleted and replaced with:

IF TO TRUST FUND: Chicago Low-Income Housing Trust Fund
77 West Washington Street, Suite 719
Chicago, Illinois 60602
Attention: Executive Director

(b) All notice addresses for Borrower are hereby deleted and replaced with:

IF TO BORROWER: Spaulding Partners, L.P.
1818 West Peterson, Suite 900
Chicago, IL 60660
Attn: George Ardelean, Sr.

WITH COPIES TO: Applegate & Thorne-Thomsen
425 South Financial Place, Suite 1900
Chicago, IL 60605
Attn: Paul Davis

AND TO: The Community Investment Corporation
222 South Riverside Plaza, Suite 2200
Chicago, IL 60606
Attn: Jack Crane
Phone: (312)-258-0070

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- ii. Paragraph 2 of Exhibit A to the Loan Agreement is amended as follows:
- (a) Item (i) in the definition of “Senior Lender” is hereby deleted and replaced with: “(i) The Community Investment Corporation, an Illinois not-for-profit corporation, with offices at 222 South Riverside Plaza, Suite 2200, Chicago, IL 60606 (“First Lender”)”.
 - (b) In the definition of “Senior Loan”, “\$1,261,120” is hereby deleted and replaced with “\$1,480,000”.
 - (c) Item (i) in the definition of “Senior Mortgage” is hereby deleted and replaced with “(i) that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated as of September 16, 2019 from the Borrower to the First Lender and securing the First Lender Note.”
 - (d) Item (i) in the definition of “Senior Note” is hereby deleted and replaced with “(i) that certain Promissory Note dated as of September 16, 2019 from the Borrower in favor of First Lender in the principal amount of \$1,480,000 (the “First Lender Note”)”.

B. Amendments to Mortgage.

- i. “First Lender” is hereby redefined as “The Community Investment Corporation, an Illinois not-for-profit corporation with offices at 222 South Riverside Plaza, Suite 2200, Chicago, IL 60606”.
- ii. Paragraph 4 of Exhibit B to the Mortgage is amended as follows:
 - (a) The first notice address for the Mortgagee is hereby deleted and replaced with:

IF TO MORTGAGEE: Chicago Low-Income Housing Trust Fund
77 West Washington Street, Suite 719
Chicago, Illinois 60602
Attention: Executive Director
 - (b) All notice addresses for Mortgagor are hereby deleted and replaced with:

IF TO MORTGAGOR: Spaulding Partners, L.P.
1818 West Peterson, Suite 900
Chicago, IL 60660
Attn: George Ardelean, Sr.

WITH COPIES TO: Applegate & Thorne-Thomsen
425 South Financial Place, Suite 1900
Chicago, IL 60605
Attn: Paul Davis

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AND TO: The Community Investment Corporation
 222 South Riverside Plaza, Suite 2200
 Chicago, IL 60606
 Attn: Jack Crane
 Phone: (312)-258-0070

- iii. Item (i) in Paragraph 5 of Exhibit B to the Mortgage is hereby deleted and replaced with:

"(i) That certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated September 16, 2019 from Mortgagor to the First Lender and recorded in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the principal amount of \$1,480,000 in favor of First Lender, and"

- iv. Paragraph 3 of Exhibit B to the Mortgage is hereby deleted and replaced with:

"3. As referred to in Section 2 of the Mortgage, the Permitted Encumbrances are:

Those items listed on Schedule B to the title insurance policy pro forma 18010555LFE, marked September 23, 2019, 11:35 AM, issued by Chicago Title Insurance Company in connection with the closing of the Transaction, as defined in that certain First Amendment, Consent and Subordination Agreement, made by and between Mortgagor and Mortgagee, dated as of September 16, 2019 (but only so long as applicable title endorsements issued in conjunction with such closing, if any, remain in effect), insuring the Mortgage and relating to the Premises, and residential leases entered into in the ordinary course of Mortgagor's business in connection with the operation of the Premises."

C. Amendments to Regulatory Agreement.

- i. The first notice address for the Trust Fund in Section 12 of the Regulatory agreement is hereby deleted and replaced with the following:

IF TO TRUST FUND: Chicago Low-Income Housing Trust Fund
 77 West Washington Street, Suite 719
 Chicago, Illinois 60602
 Attention: Executive Director

- ii. All notice addresses for Borrower in Paragraph 16 of Exhibit B to the Regulatory Agreement are hereby deleted and replaced with:

IF TO BORROWER: Spaulding Partners, L.P.
 1818 West Peterson, Suite 900
 Chicago, IL 60660
 Attn: George Ardelean, Sr.

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WITH COPY TO: Applegate & Thorne-Thomsen
425 South Financial Place, Suite 1900
Chicago, IL 60605
Attn: Paul Davis

Section 3. Borrower's Warranties.

Except as specifically modified by this Agreement, Borrower hereby represents, warrants and confirms to the Trust Fund that, as of the date hereof:

- A. all the Financing Documents and the Regulatory Agreement, and all obligations of Borrower thereunder, remain in full force and effect, are hereby ratified and confirmed, and may be enforced against Borrower in accordance with their terms by the Trust Fund against Borrower and the Property;
- B. all representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the Trust Fund by or on behalf of Borrower, in connection with the Financing Documents and/or the Regulatory Agreement (including any such made contemporaneously with this Agreement), were true, accurate and complete as of the date made or furnished to the Trust Fund, and continue to be true, accurate and complete as if furnished or made by or with respect to Borrower as of the date hereof;
- C. Borrower claims no defense, right of offset or counterclaim against enforcement of the Financing Documents (as modified by this Agreement) and has no other claim against the Trust Fund;
- D. any Event of Default under any of the Financing Documents will be or has been cured to the satisfaction of the Trust Fund as of the date hereof;
- E. the execution, delivery and performance of this Agreement and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which Borrower or the Property is subject;
- F. Borrower has received authority from all existing lenders, holders of security interests, and other necessary parties required to enter into the New Senior Loan (including any documents related thereto) and this Agreement; including, without limitation, Alliant Asset Management Company, LLC or its affiliates (collectively, "**Alliant**") and the City; and
- G. there have been no other changes to any other existing loans or security interests including, without limitation, the City Loan and any security interest held by Alliant; and
- H. the changes to addresses for notices and other contact information provided herein are correct.

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Section 4. No Novation.

The Parties hereto acknowledge and agree that this Agreement does not constitute a novation of the existing indebtedness under the Trust Fund Loan or of Borrower's responsibilities under the Financing Documents or the Regulatory Agreement and is instead intended to be an amendment and modification of the Financing Documents and the Regulatory Agreement.

Except as expressly amended hereby or stated herein, the provisions of the Financing Documents and Regulatory Agreement remain in full force and effect without any loss of priority and are hereby ratified and confirmed. The Mortgage shall continue to secure repayment of all amounts due under the Note as modified by this Agreement without any loss of priority except as expressly stated herein. The Mortgage, the Financing Documents and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property.

Section 5. Legal Representation.

Borrower hereby affirms and acknowledges that it: (i) is represented by independent legal counsel of its choice in the transaction contemplated by this Agreement; (ii) is fully aware and clearly understands all the terms contained in this Agreement; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind entered into this Agreement; (iv) is not relying on any representation, either written or oral, express or implied, made by the Trust Fund other than as set forth in this Agreement; (v) has, on its own initiative, made proposals to the Trust Fund, the terms of which are reflected by this Agreement; and (vi) has received actual and adequate consideration to enter into this Agreement.

Section 6. Conflicts.

In the event of a conflict or inconsistency between the provisions of the Financing Documents or the Regulatory Agreement and the provisions of this Agreement, the provisions of this Agreement shall govern and control.

Section 7. Agreement Binding.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that Borrower may not assign this Agreement or its rights and obligations under the Financing Documents or the Regulatory Agreement without the prior written consent of the Trust Fund.

Section 8. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

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Section 9. Governing Law and Jurisdiction.

This Agreement shall be governed by the internal laws of the State of Illinois without regard to its conflict of laws principles, and the Parties hereto shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Cook County, Illinois.

Section 10. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, under any present or future law, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any provision herein is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 11. Amendment.

Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by all Parties hereto.

Section 12. No Waiver.

The Trust Fund's failure to require strict performance by Borrower of any provision of this Agreement, the Financing Documents and/or the Regulatory Agreement shall not waive, affect or diminish any right of the Trust Fund thereafter to demand strict compliance and performance therewith, nor shall any waiver by the Trust Fund of an Event of Default waive, suspend or affect any other Event of Default under this Agreement, the Financing Documents or the Regulatory Agreement, whether the same is prior or subsequent thereto, or of the same or a different type.

Failure of the Trust Fund, for any period of time, once or on more than one occasion, to exercise any remedy available to the Trust Fund shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of the Trust Fund, including specifically any failure to exercise any right or remedy, shall be deemed to be a waiver or release of the same; any such waiver or release is to be affected only through a written document executed by the Trust Fund and then only to the extent specifically set forth therein.

Section 13. Indemnification.

Borrower shall indemnify, defend and hold harmless the Trust Fund and the officers, directors, members, employees and agents of the Trust Fund (together, the "**Indemnified**") of, from and against any and all Losses (as hereinafter defined) incurred by any such party in any Claim (as hereinafter defined) brought by reason of any such Loss, excluding, however, any Loss arising out of the gross negligence or willful and wanton misconduct of the Indemnified, unless such particular act by the Indemnified is taken in response to (1) any willful misconduct or negligent

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act or omission of Borrower or (2) any breach by Borrower of any provisions of this Agreement, the Financing Documents and/or the Regulatory Agreement. In the event that any claim is brought against the Indemnified by reason of any such Loss, Borrower, upon notice from the Trust Fund, covenants to resist and defend such claim, with counsel approved by the Trust Fund, on behalf of the Indemnified. The Trust Fund shall have the right to employ separate counsel in any such Claim and to participate in the defense thereof. The reasonable fees and expenses of such counsel so incurred shall be at the expense of Borrower without regard to any authorization of such employment by Borrower. This Indemnity is made by Borrower in addition to any other indemnity(ies) contained in the Financing Documents and/or Regulatory Agreement and shall not be construed as replacing or otherwise rendering ineffective any such other indemnity(ies).

For purposes hereof, the term “**Claims**” shall mean any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries.

For purposes hereof, the term “**Costs**” shall mean any and all costs, expenses, damages, judgments, obligations, contribution, cost recovery compensation, penalties, fines and/or fees (including reasonable attorneys’, experts’, and consulting fees), and/or disbursements and expenses incurred in investigating, defending or prosecuting any Claim.

For purposes hereof, the term “**Losses**” shall mean injuries, Costs, Claims, liabilities and taxes (of any character or nature whatsoever, regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the Property, Borrower, this Agreement, the Financing Documents and/or the Regulatory Agreement including, but not limited to, (i) Claims for loss or damage to any property or injury to or death of any person asserted by or on behalf of any person, firm, corporation, governmental authority or other entity arising out of, resulting from, or in any way connected with the Property, or the condition, occupancy use, possession, conduct or management of, or any work done in, on, about or involving the Property; or (ii) any Claim arising out of any performance by the Indemnified of any act required of it under this Agreement, the Financing Documents and/or the Regulatory Agreement.

Section 14. Recording.

This Agreement shall be recorded against the Property in the Office of the Cook County Recorder of Deeds at the expense of Borrower.

Section 15. FOIA and Local Records Act Compliance.

- A. FOIA. Borrower acknowledges that the Trust Fund is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended (“**FOIA**”). FOIA requires the Trust Fund to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under FOIA. If Borrower receives a request from the Trust Fund to produce records within the scope of FOIA, then Borrower covenants to comply with such request within 3 business days of

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the date of such request. Failure by Borrower to timely comply with such request will be a breach of this Agreement and of the Regulatory Agreement and Financing Documents.

- B. Exempt Information. Documents that Borrower submits to the Trust Fund during the term of the Regulatory Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Borrower to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Borrower mark any such documents as “proprietary, privileged or confidential.” If Borrower marks a document as “proprietary, privileged and confidential”, then the Trust Fund will evaluate whether such document may be withheld under the FOIA. The Trust Fund, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General’s Office and/or the courts.
- C. Local Records Act. Borrower acknowledges that the Trust Fund may be obligated to comply with the Local Records Act, 50 ILCS 205/1 et seq. as amended (the “**Local Records Act**”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the Trust Fund, Borrower covenants to use its best efforts consistently applied to assist the Trust Fund in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement, the Financing Documents and/or the Regulatory Agreement.

Section 16. Failure to Maintain Eligibility to Do Business with The City.

Failure by Borrower or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City as contemplated under Section 1-23-030 of the Municipal Code of Chicago shall an Event of Default under the Financing Documents and the Regulatory Agreement.

Section 17. Conflict of Interest.

No member, official or employee of the City or the Trust Fund shall have any personal interest, direct or indirect, in Borrower’s business or shall participate in any decision relating to Borrower’s business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

No former member, official or employee of the City or the Trust Fund shall, for a period of one year after the termination of the member’s, official’s or employee’s term of office or employment, assist or represent Borrower in any business transaction involving the City or any of its agencies or the Trust Fund, if the member, official or employee participated personally and substantially in the subject matter of the transaction during his/her term of office or employment. If such member, official or employee exercised contract management authority with respect to a contract (including any grant or loan from the City or the Trust Fund), this prohibition shall be permanent as to that contract.

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No offer of payment, gratuity or employment shall be accepted by Borrower, the Trust Fund, or any person associated therewith, in connection with this Agreement, the Regulatory Agreement or the Financing Documents, by or on behalf of Borrower, the Trust Fund, or any person associated therewith, as an inducement for the making of this Agreement.

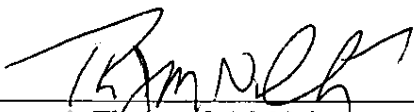
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IN WITNESS WHEREOF, the undersigned have executed this First Amendment, Consent and Subordination Agreement as of the date first written above.

CHICAGO LOW-INCOME HOUSING TRUST FUND,
an Illinois not-for-profit corporation

By: 
Name: Thomas J. McNulty
Title: President

SPAULDING PARTNERS, L.P.,
an Illinois limited partnership

By: SPAULDING DEVELOPMENT
CORPORATION, an Illinois corporation,
and its sole general partner

By: _____
Name: George Ardelean
Title: President

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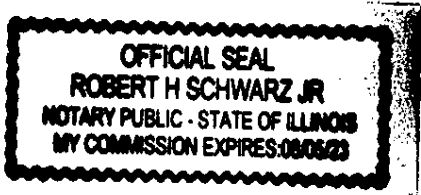
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Thomas J. McNulty personally known to me to be the President of the Chicago Low-Income Housing Trust Fund (the "**Trust Fund**") and 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 President, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Trust Fund, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of September, 2019.

Robert H Schwarz Jr
Notary Public

(SEAL)



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IN WITNESS WHEREOF, the undersigned have executed this First Amendment, Consent and Subordination Agreement as of the date first written above.

CHICAGO LOW-INCOME HOUSING TRUST FUND,
an Illinois not-for-profit corporation

By: _____
Name: Thomas J. McNulty
Title: President

SPAULDING PARTNERS, L.P.,
an Illinois limited partnership

By: SPAULDING DEVELOPMENT
CORPORATION, an Illinois corporation,
and its sole general partner

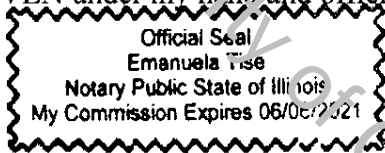
By: _____
Name: George Ardelean
Title: President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that George Ardelean, personally known to me to be the President of the Spaulding Development Corporation, an Illinois corporation and the sole general partner of Spaulding Partners, L.P., an Illinois limited partnership (the "**Borrower**"), and 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 being first duly sworn by me, acknowledged that they signed and delivered the said instrument pursuant to authority given by Borrower, and as their free and voluntary act and deed and as the free and voluntary act and deed of Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of September, 2019.



(SEAL)

Emanuela Tise
Notary Public

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Exhibit A

Legal Description

THE SOUTH 14 ½ FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5 AND 6 IN BLOCK 15 (EXCEPT FROM SAID LOT 1 THAT PART TAKEN, USED OR OCCUPIED FOR STREET OR ALLEY) IN J. R. LANE'S RESUBDIVISION OF BLOCK 14 AND THE EAST ½ OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The following information is included for convenience only:

PROPERTY COMMONLY KNOWN AS: 1750 N. SPAULDING, CHICAGO, IL 60647

PERMANENT INDEX NUMBERS: 13-35-415-025-0000
 13-35-415-026-0000
 13-35-415-027-0000
 13-35-415-028-0000