

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Jeffrey A. Burger  
The Law Office of Jeffrey A. Burger,  
LLC  
105 West Madison Street  
Suite 1500  
Chicago, Illinois 60602



Doc# 1929513186 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/22/2019 12:37 PM PG: 1 OF 13

The above space reserved for Recorder's use only

## LOAN MODIFICATION AGREEMENT AND AMENDMENTS TO RECORDED MORTGAGE AND ASSIGNMENT OF RENTS

THIS LOAN MODIFICATION AGREEMENT AND AMENDMENTS TO RECORDED MORTGAGE, AND ASSIGNMENT OF RENTS dated as of October 14, 2019 (this "*Agreement*") is executed and delivered by and between 4440 LINCOLN HIGHWAY LLC and having an address at 4440 West Lincoln Highway, Suite 113, Matteson, Illinois 60619 (the "*Borrower*"), and McCormick 105, LLC, a Maryland limited liability company (together with its successors and assigns, the "*Lender*") and having an address of c/o Beltway Capital Management, LLC, Executive Plaza II, 11350 McCormick RD, Suite 902, Hunt Valley, MD 21031.

### RECITALS:

**WHEREAS**, Urban Partnership Bank made two loans to the Borrower (the "*Loans*") as evidenced by: (i) that certain Mortgage Note No. 1 dated April 28, 2017 in the original principal amount of \$576,000.00 from the Borrower as the payer thereunder ("*Note No. 1*"); and (ii) that certain Mortgage Note No. 2 dated April 28, 2017 in the original principal amount of \$1,020,000.00 from the Borrower as the payer thereunder ("*Note No. 2*," Note No. 1 and Note No. 2 are herein referred to collectively as the "*Notes*");

**WHEREAS**, the Loans are also evidenced by that certain Loan Agreement dated as of April 28, 2017 (the "*Loan Agreement*") between Urban Partnership Bank and the Borrower;

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**WHEREAS**, the Loans, the Loan Agreement, and the Notes are secured by the following:

- (i) That certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of April 28, 2017 (the "*Mortgage*") from the Borrower, as mortgagor thereunder, to Urban Partnership Bank, as the original mortgagee thereunder, and recorded on May 4, 2017 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1712416070 against the real property legally described in Exhibit A hereto (the "*Property*");
- (ii) That certain Assignment of Rents and Leases dated as of April 28, 2017 (the "*Assignment of Rents*") from the Borrower, as assignor thereunder, to Urban Partnership Bank, as the original assignee thereunder, and recorded on May 4, 2017 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1712416071 against the Property;
- (iii) That certain Continuing Unlimited Guaranty dated as of April 28, 2017 (the "*Guaranty*") from Joseph A. Gutierrez, as guarantor thereunder (the "*Guarantor*"); and
- (iv) That certain Environmental Indemnity dated as of April 28, 2017 (the "*Environmental Indemnity*") from the Borrower and the Guarantor as the indemnitors thereunder;

**WHEREAS**, Providence Bank & Trust (the "*Bank*") is the successor by merger to Urban Partnership Bank;

**WHEREAS**, the Bank sold the Loans to the Lender and assigned the Notes, the Loan Agreement, the Guaranty, the Environmental Indemnity, the Mortgage, and the Assignment of Rents to the Lender;

**WHEREAS**, the Notes, the Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranty, the Environmental Indemnity, and any other documents and agreements which evidence or secure the Loans, as amended and modified from time to time and all existing, current and future modifications, renewals and replacements thereof and therefor are herein collectively referred to as the "*Loan Documents*" and each is referred to herein as a "*Loan Document*";

**WHEREAS**, pursuant to the terms and provisions of the Loan Documents, the Notes and the other Loan Documents are cross-defaulted;

**WHEREAS**, the Borrower failed to make the monthly payment of principal and interest on Note No. 1 due and payable on August 10, 2019 (the "*Continuing Note No. 1 Default*") and the Borrower failed to make the monthly payment of principal and interest on Note No. 2 due and payable on April 10, 2019, May 10, 2019, June 10, 2019, July 10, 2019, and August 10, 2019 (the "*Continuing Note No. 2 Default*," the Continuing Note No. 1 Default and the Continuing Note No. 2 Default are collectively referred to herein as the "*Existing Payment Defaults*");

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**WHEREAS**, the Borrower is in default of its covenants contained in Paragraphs 6.1, 6.2, 6.3, 6.4 and 6.8 of the Loan Agreements (the “*Existing Covenant Defaults*”);

**WHEREAS**, the Borrower has requested that the Lender waive the Existing Payment Defaults and the Existing Covenant Defaults in order to avoid the expense and inconvenience of litigation; and

**WHEREAS**, the Borrower has also requested that the Lender enter into this Agreement to amend and modify certain other terms of the Loans and provisions of the Loan Documents in accordance with the terms and provisions of the Agreement.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the Recitals set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by the Lender and the Borrower to amend the Loan Documents, as provided herein, (iii) the Borrower’s agreement to pay all of the Lender’s reasonable attorney’s fees and costs in connection with the preparation, negotiation, execution and recording of this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals and Definitions.** The foregoing Recitals are hereby made a part of this Agreement and the Borrower acknowledges and agrees to the facts set forth in the Recitals. Capitalized words and phrases used herein that are not defined in this Agreement shall have their respective meanings as set forth in the Loan Documents.

2. **Note No. 1 and Note No. 2.**

(a) **Note No. 1.** The Borrower and the Lender acknowledge and agree that as of October 14, 2019, the principal amount outstanding on Note No. 1 is \$548,829.69. The Borrower and the Lender agree that accrued and unpaid interest on Note No. 1 in the amount of \$8,235.80, unpaid late charges on Note No. 1 in the amount of \$848.00, and the Lender’s legal fees and expenses in connection with this Agreement and the transactions contemplated herein in the amount of \$1,323.00 and recording fees in the amount of \$49.00, shall all be compounded and added into the principal amount of Note No. 1 such that the outstanding principal amount of Note No. 1 as of the date of this Agreement is \$559,285.49. The amount of the monthly payments of principal and interest due on Note No. 1, the interest rate on Note No. 1, and the maturity date on Note No. 1 shall remain unchanged. Notwithstanding any other terms and provisions to the contrary in this Agreement, as a pre-condition to the Lender’s agreements in this Agreement to amend the Loan Documents and to the Lender’s waiver of the Continuing Note No. 1 Default in Paragraph 3(a) above, the Borrower agrees to pay the monthly payment of principal and interest that was due on Note No. 1 on September 10, 2019 on or before October 21, 2019. The Borrower agrees to pay the monthly payment of principal and interest that was due on Note No. 1 on October 10, 2019 on or before October 21, 2019. Thereafter, future regular monthly payments of principal and

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interest due on Note No. 1 shall future regular monthly payments of principal and interest due on Note No. 2 shall be on the tenth (10<sup>th</sup>) day of each month.

- (b) **Note No. 2.** The Borrower and the Lender acknowledge and agree that as of October 14, 2019, the principal amount outstanding on Note No. 2 is \$993,416.37. The Borrower and the Lender agree that accrued and unpaid interest on Note No. 2 in the amount of \$13,520.01, unpaid late charges on Note No. 2 in the amount of \$5,705.29, and the Lender's legal fees and expenses in the amount of \$1,323.00 and recording fees in the amount of \$49.00, shall all be compounded and added into the principal amount of Note No. 2 such that the outstanding principal amount of Note No. 2 as of the date of this Agreement is \$1,014,013.67. The amount of the monthly payments of principal and interest due on Note No. 2, the interest rate on Note No. 2, and the maturity date on Note No. 1 shall remain unchanged. Notwithstanding any other terms and provisions to the contrary in this Agreement, as a pre-condition to the Lender's agreements in this Agreement to amend the Loan Documents and to the Lender's waiver of the Continuing Note No. 2 Default in Paragraph 4(a) above, the Borrower agrees to pay the monthly payment of principal and interest that was due on Note No. 2 on September 10, 2019 on or before October 21, 2019. The Borrower agrees to pay the monthly payment of principal and interest that was due on Note No. 2 on October 10, 2019 on or before October 21, 2019. Thereafter, future regular monthly payments of principal and interest due on Note No. 2 shall be on the tenth (10<sup>th</sup>) day of each month.
- (c) **Amendment of Notes not a Novation.** The Borrower and the Lender acknowledge and agree that Note No. 1, as amended by this Agreement, is not a repayment or novation of Note No. 1 or Note No. 2.
- (d) **Reaffirmation of Terms and Provisions of Notes.** Except as amended by this Agreement, the Borrower reaffirms all of the terms and provisions of Note No. 1 and Note No. 2 and all of the Borrower's agreements, obligations, waivers and liabilities contained in the Notes.

3. **Lender's Waiver of Defaults.** In consideration for the Borrower's covenants and agreements set forth in this Agreement and conditioned upon the Borrower's continued compliance with its covenants and agreements contained in this Agreement and the Loan Documents to which the Borrower is a party, as such Loan Documents are amended by this Agreement, the Lender agrees to waive the Existing Payment Defaults and the Existing Covenant Defaults. Notwithstanding the foregoing waivers, nothing in this Agreement or in the preceding waivers shall excuse the Borrower from performance of all of its agreements, liabilities and obligations under the Notes and the Loan Agreement from and after the date hereof.

4. **Amendments and Modifications to the Loan Documents.** The Borrower and the Lender agree as follows:

- (a) **Definitions.** The definitions of the terms "Note No. 1," "Note No. 2," "Loan Agreement," "Environmental Indemnity," "Mortgage," and "Assignment of Rents" contained in each of the Loan Documents shall refer to those documents as

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amended by this Agreement. The definition of the term “Guaranty” contained in Section 2.1 of the Loan Agreement shall refer to the Guaranty as amended by the Reaffirmation. The definition of “Environmental Indemnity” contained in Section 2.1 of the Loan Agreement shall refer to the Environmental Indemnity as amended by the Reaffirmation and this Agreement.

- (b) **References to the term “Lender” in the Loan Documents.** Each of the Loan Documents are hereby amended such that all references in each of the Loan Documents to the term “Lender” and to “Urban Partnership Bank” shall hereafter refer to “McCormick 105, LLC” and having the address of c/o Beltway Capital Management, LLC, Executive Plaza II, 11350 McCormick Road, Suite 902, Hunt Valley, Maryland 21031.
- (c) **Reaffirmation of Terms and Provisions of the Loan Documents.** Except as amended by this Agreement, the Borrower reaffirms all of the terms and provisions of the Loan Agreement, the Environmental Indemnity, the Mortgage, and the Assignment of Rents and each of the Borrower’s agreements, obligations, waivers, indemnities and liabilities thereunder. The Borrower also renews all of its representations and warranties contained in the Loan Agreement, including the representations and warranties in Paragraph 3 and all subparagraphs thereof.

5. **Continuing Validity.** Except as expressly modified herein, the terms of the Loan Documents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Execution by the Lender of this Agreement does not waive the Lender’s rights to require strict performance of the respective Loan Documents (as hereby amended above) nor obligate the Lender to make any future modifications or waivers. Nothing in this Agreement shall constitute a satisfaction of Note No. 1 or Note No. 2, and the other Loan Documents. It is the intention of the Lender to retain as liable all parties, makers and endorsers to the Notes, including accommodation parties, unless a party is expressly released by the Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement.

6. **Release of the Lender.** The Borrower, in consideration of the execution of this Agreement, and the performance of all terms contained herein to be performed by the Lender, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby remise, release and forever discharge, and by these presents, do for the successors, assigns, heirs, administrators, executors, personal representatives, agents, grantees, and successors in interest of the Borrower, remise, release and forever discharge the Lender and all its parents, subsidiaries and affiliates and the officers, directors, agents, attorneys and employees of each (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, defenses, offsets, costs or expenses (including attorneys’ fees) of any kind, character or nature whatsoever, vested or contingent, at law, in equity or otherwise (collectively, the “Claims”), which the Borrower has or claims to have against the Lender, arising out of or connected with any act or omission of the Lender existing or occurring on or prior to the execution date of this Agreement, including without limitation, any claims, liabilities or undischarged obligations of the Lender with respect to the indebtedness evidenced by the Loan Documents, which the Borrower ever had, now has, or which may result from the past or present state of things, against or related to Released Parties. The Borrower agrees to assume

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the risk of releasing any and all unknown, unanticipated or misunderstood Claims hereby. As of the date hereof, the Borrower does not have any claims, counterclaims, defenses, or set-offs with respect to the Loans and/or the Loan Documents, as modified herein.

7. **Representations, Covenants and Warranties of the Borrower.** The Borrower hereby represents, covenants and warrants to the Lender as follows:

- (a) The representations and warranties of the Borrower in the Loan Documents are true and correct as of the date hereof.
- (b) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they are and continue to be the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity and laws concerning bankruptcy and insolvency.
- (c) The execution and delivery of this Agreement and any related documents and the performance of the Loan Documents, as modified herein, have been duly authorized by the Borrower. This Agreement and related documents have been duly executed and delivered on behalf of the Borrower and are the legal, valid and binding obligations of each of the Borrowers enforceable in accordance with their terms.
- (d) The Borrower shall pay to the Lender all reasonable out-of-pocket costs and expenses incurred by the Lender in connection with this Agreement and the Loans, including, without limitation, reasonable attorneys' fees and expenses incurred by the Lender in connection with this Agreement.
- (e) The Loans are business and commercial loans and are not consumer loans for any purposes under any applicable Illinois laws. The Property is commercial property and is not "Residential Real Estate" or "Agricultural Real Estate" as those terms are defined under the Mortgage Foreclosure Law.
- (f) Joseph A. Gutierrez is the manager and sole member of the Borrower.

8. **Miscellaneous.**

- (a) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against the Lender than against the Borrower merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Borrower and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrower and the Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering

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this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by the Lender, the same shall not be deemed to constitute the Lender a venturer or partner of or in any way associated with the Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) The Borrower and the Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrower and the Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms and provisions of the Loan Documents are and remain unmodified and in full force and effect. In the event of any inconsistency or conflict between this Agreement and the Loan Documents, the terms, provisions and conditions contained in this Agreement shall govern and control. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) The Borrower represents and warrants that the Lender has duly performed or otherwise met all its duties and obligations under the Loan Documents or otherwise owed to the Borrower.

(i) The Borrower hereby indemnifies, defend, and hold harmless the Released Parties from and against any and all Claims which any of the Released Parties may incur as a direct or indirect consequence of or in relation to any of: (i) the Loan Documents, (ii) this Agreement, (iii) any and all acts or omissions of the Borrower or any third party and (iv)

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any Claim that the Lender is liable, in any way, for any act, omission or liability of the Borrower for any reason under any legal theory. Should any of the Released Parties incur or pay any such Claims, or make any defense of or response to any Claims or demand related thereto, the amount thereof, including costs, expenses and attorneys' fees, shall be added to the amounts due under the Loan Documents, and shall be secured by any and all liens created under and pursuant to the Loan Documents. In all cases involving Claims against the Lender by third parties, the Lender shall provide the Borrower notice (in the manner provided in the Agreement) of the relevant Claim and the right to defend the same. This indemnity shall survive payment of the amounts due under the Loan Documents and/or the termination, release or discharge of all liabilities of the Borrower thereunder, and shall not limit the Lender's other rights of indemnification, subrogation or assignment, whether explicit, implied, legal or equitable, available under the Loan Documents, under applicable law, or otherwise.

(j) The Borrower acknowledges that the Lender is not a bank, does not receive or hold depository accounts, such that any term or condition in the Loan Documents which imposes a regulation, requirement, demand upon, entitlement, or right to the Lender solely in its purview as a purported bank, is of no force and effect unless such regulation, requirement, demand upon, entitlement or right is held against or otherwise available to third party non-banks such as Lender. The Borrower further agrees that they will take no action to require the Lender to act in any manner as if the Lender were a bank. Notwithstanding the foregoing, nothing contained herein shall be construed as or constitute a waiver, limitation, compromise or modification of the Lender's rights as a secured party under this Agreement and the other Loan Documents, all such rights continuing in full force and effect.

(k) Time is of the essence of the Borrower's obligations under this Agreement.

(l) It is understood and agreed by the Borrower that the Lender is under no obligation in the future to extend the term of the Loan and any further extension shall be made at the Lender's absolute discretion.

(m) If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision 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.

(n) **WAIVER OF JURY TRIAL. THE LENDER AND THE BORROWER HEREBY ACKNOWLEDGE THAT, IN ORDER TO EXPEDITE THE RESOLUTION OF DISPUTES WHICH MAY ARISE UNDER THIS AGREEMENT AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, THE LENDER AND THE BORROWER WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BE PARTIES, WHETHER ARISING OUT OF, UNDER OR BY REASON OF THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THEM OF**



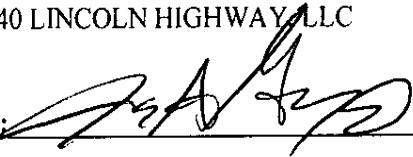
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ANY TYPE OR NATURE, AND ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWER:**

4440 LINCOLN HIGHWAY LLC

By: 

Printed Name: Joseph A. Gutierrez, Manager

**LENDER:**

McCormick 105, LLC, a Maryland limited liability company

By: 

Name: Sean Schroeder  
A Vice President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Will )

I, Alex Jaramillo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Joseph A. Gutierrez**, the manager of 4440 Lincoln Highway, LLC, 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 signed and delivered the said instrument, as his own free and voluntary act and as the free and voluntary act of 4440 Lincoln Highway, LLC, and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of October, 2019.

Alex J. ll.  
Notary Public

My Commission Expires

08/22/2023



Property of Cook County Clerk's Office

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STATE OF MARYLAND )  
 ) SS.  
COUNTY OF BALTIMORE )

I, Melissa Bray, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sean Schroeder, a Vice President of McCormick 105, LLC, a Maryland 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 signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said McCormick 105, LLC, as for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of October, 2019.

[Signature]  
Notary Public

My Commission Expires

April 20, 2021



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## EXHIBIT A

### Legal Description of Property

#### PARCEL 1:

LOT 1 (EXCEPT THE WEST 52 FEET THEREOF) IN BLOCK 3 IN CAPITAL HILL ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE EAST 697 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A STRIP OF 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF THE CENTER LINE OF 15<sup>TH</sup> STREET AS SHOWN ON THE PLAT OF SAID ADDITION) SAID PLAT BEING RECORDED APRIL 15, 1910 AS DOCKET NUMBER 4543784, IN COOK COUNTY, ILLINOIS.

Address of Property: 1502 Scott Avenue, Chicago Heights, Illinois 60411.

Property Index Number: 32-19-406-029-0000.

#### PARCEL 2:

LOT 20 IN THE RICHTON TRAIL APARTMENTS UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF RICHTON PARK, IN COOK COUNTY, ILLINOIS

Address of Property: 4538 Heartland Drive, Richton Park, Illinois 60471.

Property Index Number: 31-34-303-017-0000.

#### PARCEL 3:

P-1: LOT 8 IN THE RICHTON TRAIL APARTMENTS SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1977 AS DOCUMENT 23889836, IN COOK COUNTY, ILLINOIS.

P-2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE SOUTHWESTERLY 10 FEET OF LOT 7 IN RICHTON TRAIL APARTMENTS SUBDIVISION, AFORESAID, AS CREATED IN TRUSTEE'S DEED RECORDED FEBRUARY 15, 1979, AS DOCUMENT 2484140.

Address of Property: 22765 So. Latonia Lane, Richton Park, Illinois 60471.

Property Index Number: 31-34-303-008-0000.

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## PARCEL 4:

P-1: LOT 1 IN THE WOLLENHAUPT'S RESUBDIVISION OF LOT 2 (EXCEPT THE WEST 69 FEET THEREOF) IN WOLLENHAUPT'S SUBDIVISION OF THE WEST 473 FEET OF THE EAST 933.6 FEET OF THE SOUTH 641.0 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR LINCOLN HIGHWAY), IN COOK COUNTY, ILLINOIS.

P-2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF WOLLENHAUPT'S RESUBDIVISION AFORESAID RECORDED AS DOCUMENT 25778913 FOR INGRESS AND EGRESS.

P-3: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER DETENTION POND AS CREATED BY DECLARATION OF EASEMENT RECORDED MAY 24, 1977 AS DOCUMENT 23940637.

P-4: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF MAINTAINING A SIGN ON, OVER AND ACROSS THE SOUTH 30 FEET OF THE EAST 10 FEET OF THE WEST 37 FEET OF LOT 2 IN WOLLENHAUPT'S RESUBDIVISION AS CREATED BY DECLARATION OF EASEMENT RECORDED JANUARY 28, 1997 AS DOCUMENT 97060936

Address of Property: 4440 West Lincoln Highway, Matteson, Illinois 60443.

Property Index Number: 31-22-114-029-0000.