

# UNOFFICIAL COPY

This document prepared by and after recording return to:

Lauren M. Mioduszewski  
Sheppard Mullin Richter & Hampton LLP  
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Chicago, Illinois 60602  
667704 E



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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2019 11:47 AM PG: 1 OF 15

*This space reserved for Recorder's use only*

## FIFTH MODIFICATION OF LOAN DOCUMENTS

**THIS FIFTH MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 15<sup>th</sup> day of September, 2019, by and among THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company ("Borrower"), J. MICHAEL DREW and DANIEL A. LUKAS ("Guarantors"), and CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank, its successors and assigns ("Lender").

### Recitals

A. Lender has heretofore made a loan (the "Loan") to BFD Acquisition Corporation, an Illinois corporation ("BFD"), in the principal amount of TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of November 20, 2015 between BFD and Lender (the "Initial Loan Agreement").

B. The Initial Loan Agreement has been amended by that certain Modification of Loan Documents among BFD, Guarantors and Lender dated January 4, 2016 and recorded January 22, 2016 with the Recorder of Deeds of Cook County, Illinois (the "Recorder") as document no. 1605316037 (the "First Modification"), the Assumption Agreement (as hereinafter defined) and the Letter Agreement, as hereinafter defined, and as so amended, and as hereafter amended restated, replaced or supplemented, is referred to herein as the "Loan Agreement". Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Loan Agreement.

C. Borrower, Guarantors and Lender are parties to that certain Assumption Agreement dated September 30, 2016 and recorded with the Recorder on December 5, 2016 as document no. 1634006130 (the "Assumption Agreement"). Pursuant to the Assumption Agreement, Borrower, among other things, irrevocably and unconditionally joined in, assumed, agreed to be liable for and agreed to perform and observe each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of BFD under the Loan Agreement and the other Loan Documents, as hereinafter defined.

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D. Subsequent to the execution of Assumption Agreement, Borrower, Guarantors and Lender entered into a letter agreement dated November 17, 2016 that, among other things, modified the Loan Agreement (the "Letter Agreement").

E. Borrower, Guarantors and Lender subsequently entered into that certain Second Modification of Loan Documents dated November 20, 2017 and recorded January 10, 2018 with the Recorder as document no. 1801006153 (the "Second Modification").

F. Borrower, Guarantors and Lender subsequently entered into that certain Third Modification of Loan Documents dated March 15, 2018 (the "Third Modification").

G. Borrower, Guarantors and Lender subsequently entered into that certain Fourth Modification of Loan Documents dated May 31, 2018 and recorded July 30, 2018 with the Recorder as document no. 1821117036 (the "Fourth Modification"). The First Modification, the Assumption Agreement, the Letter Agreement, the Second Modification, the Third Modification and the Fourth Modification are collectively referred to herein as the "Modifications".

H. The Loan is evidenced by a Promissory Note dated November 20, 2015, in the principal amount of the Loan, made payable by BFD to the order of Lender, as amended by the Modifications (as hereafter amended, restated, replaced or supplemented, the "Note").

I. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 20, 2015 from BFD to Lender recorded with the Recorder on November 23, 2015 as document no. 1532716017, as amended by the Modifications and as assumed by Borrower pursuant to the Assumption Agreement (as hereafter amended, restated, replaced or supplemented, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto ("Property"); (ii) that certain Assignment of Rents and Leases dated as of November 20, 2015, from BFD to Lender and recorded with the Recorder on November 20, 2015 as document no. 1532716018, as amended by the Modifications and as assumed by Borrower pursuant to the Assumption Agreement (as hereafter amended, restated, replaced or supplemented, the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated as of November 20, 2015 from BFD and Guarantors to Lender, as amended by the Modifications and as assumed by Borrower pursuant to the Assumption Agreement (as hereafter amended, restated, replaced or supplemented, the "Indemnity Agreement"); (iv) that certain Guaranty of Payment dated as of November 20, 2015 from Guarantors to Lender, as amended by the Modifications (as hereafter amended, restated, replaced or supplemented, the "Guaranty"); (v) that certain Account Pledge Agreement (Interest and Operating Expenses) dated November 20, 2015 from Borrower in favor of Lender (as hereafter amended, restated, replaced or supplemented, the "Account Pledge Agreement (Interest)"); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, as amended by the Modifications and as and to the extent assumed by Borrower pursuant to the Assumption Agreement, and as hereafter amended, restated, replaced or supplemented, are sometimes collectively referred to herein as the "Loan Documents").

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J. Borrower, Lender and Guarantors desire to amend the Loan Documents to, among other things, extend the Maturity Date of the Loan, in accordance with the provisions of this 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 covenants and agreements contained herein, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Loan Maturity Date.** The Maturity Date of the Loan is hereby extended from September 15, 2019 to January 10, 2020. All references in the Loan Agreement, Note, Mortgage and the other Loan Documents to the Maturity Date, or to September 15, 2019 as the maturity date of the Loan, shall be deemed references to January 10, 2020, as the Maturity Date of the Loan.

2. **Reserve and Loan Interest.** Borrower shall continue to pay interest on the principal balance of the Loan when due. Simultaneously with the execution and delivery of this Agreement by Borrower and Guarantor to Lender, Borrower shall deposit the sum of \$34,000.00 into the account established pursuant to the Account Pledge Agreement (Interest), which sum shall constitute "Pledged Funds" as defined therein.

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

(a) The representations and warranties of Borrower in the Loan Agreement, the Note and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and to the actual knowledge of Borrower there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

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(e) As of the date hereof, Borrower has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan and the Loan Documents as modified herein.

(f) Borrower has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement, and the performance of the Loan Documents as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

4. **Representations, Warranties and Covenants of Guarantors.** Each Guarantor hereby represents, warrants and covenants, with respect to himself only, to Lender as follows:

(a) The representations and warranties of such Guarantor in the Indemnity Agreement and the Guaranty are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Indemnity Agreement or the Guaranty, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Indemnity Agreement and the Guaranty are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of such Guarantor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of such Guarantor from the date of his most recent financial statement received by Lender.

(e) As of the date hereof, such Guarantor has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreement and the Guaranty.

(f) This Agreement has been duly executed and delivered on behalf of such Guarantor.

5. **Reaffirmation of Guaranty and Indemnity Agreement.** Each Guarantor ratifies and reaffirms the Guaranty and the Indemnity Agreement and agrees that the Guaranty and the Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement, and the modification of the Guaranty and the Indemnity Agreement pursuant to this Agreement.

6. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender an extension fee of \$5,000.00 and all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

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## 7. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of laws rules or principles.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and 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 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 this Agreement.

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

(d) Borrower hereby (i) acknowledges and confirms that its obligations under the Loan Agreement and any of the other Loan Documents heretofore or herewith executed and delivered by Borrower in connection with the Loan shall not be limited, reduced or in any way impaired by the transactions under this Agreement, the Note, the Mortgage and the other Loan Documents, each as modified hereby; (ii) reaffirms its obligations to Lender under the Loan Agreement and each of the other Loan Documents executed by Borrower, each as modified hereby, and agrees that the Loan Agreement and the other Loan Documents remain in full force and effect after giving effect to this Agreement; and (iv) acknowledges, reaffirms and reasserts each of the waivers made by Borrower in each of the Loan Documents to which Borrower is a party, each as modified hereby, as if set forth in full herein.

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

(f) Any references to the "Loan Agreement", the "Mortgage", the "Note" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Mortgage, the Note and the other Loan Documents as amended hereby. 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.

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

(h) Time is of the essence of each of Borrower's and Guarantors' obligations under this Agreement.

(i) Borrower and Guarantors each hereby acknowledge and confirm that the liens and security interests heretofore or herewith granted pursuant to the Loan Documents inure to the benefit and in favor of Lender, and continue to secure, without limitation, the indebtedness, liabilities and obligations of Borrower to Lender under the Loan Documents, as modified hereby.

(j) The modifications set forth herein are limited precisely as written and shall not be deemed to (i) be a consent to or a waiver of any other term or condition of the Loan Documents, (ii) prejudice any right or rights which Lender may now have or may have in the future under or in connection with the Loan Documents or any agreements, instruments and documents referred to therein or (iii) constitute a novation of the debt originally evidenced by the Note.

**SIGNATURE PAGE FOLLOWS**

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

LENDER:

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

By: Bridget Morton  
Name: Bridget Morton  
Title: AUB

BORROWER:

THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Daniel A. Lukas, Manager

GUARANTORS:

\_\_\_\_\_  
Daniel A. Lukas

\_\_\_\_\_  
J. Michael Drew

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

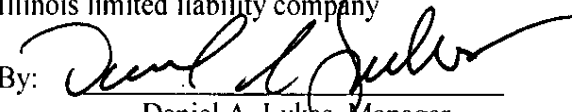
LENDER:

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

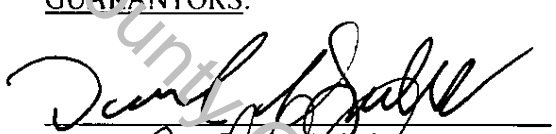
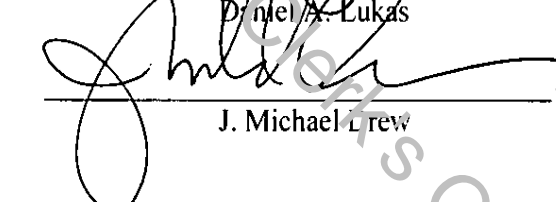
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER:

THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company

By:   
Daniel A. Lukas, Manager

GUARANTORS:

  
Daniel A. Lukas  
  
J. Michael Drew

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I Lori Prescott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bridget Morton, AMD of CIBC Bank USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank, who is 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 (she) signed and delivered said instrument as his (her) own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2019.



\_\_\_\_\_  
NOTARY PUBLIC  
(SEAL)

My commission expires 7/25/22.



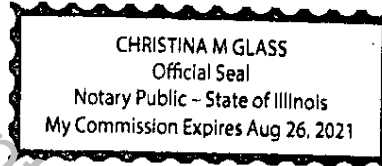
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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Daniel A. Lukas, the Manager of The Shops at Big Deahl, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>ND</sup> day of OCTOBER, 2019.

*Christina M. Glass*  
NOTARY PUBLIC  
(SEAL)



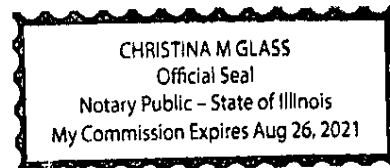
My commission expires AUGUST 26, 2021.

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

I, CHRISTINA M. GLASS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel A. Lukas, who is 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>ND</sup> day of OCTOBER 2019.

*Christina M. Glass*  
NOTARY PUBLIC  
(SEAL)



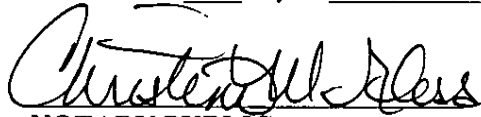
My commission expires AUGUST 26, 2021.

# UNOFFICIAL COPY

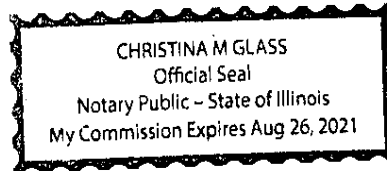
STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

I, CHRISTINA M. GLASS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. Michael Drew, who is 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>ND</sup> day of OCTOBER, 2019.

  
NOTARY PUBLIC  
(SEAL)

My commission expires AUGUST 26, 2021.



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

LOTS 1, 2 AND 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 14, 15, 16, 17, 18 AND THE NORTHERLY 16 FEET OF LOT 19 AND THE VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(EXCEPTING FROM PARCELS 1 AND 2 AFORESAID A PART OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, TOGETHER WITH A PART OF EACH OF LOTS 14, 15 AND 16 AND VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO AFORESAID, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION AFORESAID, BEING THE INTERSECTION OF THE WEST LINE OF N. DAYTON STREET WITH THE SOUTH LINE OF W. BLACKHAWK STREET AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 261.84 FEET TO A POINT ON THE NORTH LINE OF LOT 14 IN J. A. YALE'S RESUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 44.35 FEET, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH FACE OF AN EXISTING BRICK BUILDING; THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG THE SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 129.45 FEET TO AN INTERSECTION WITH THE CENTER LINE OF AN EXISTING 17 INCH BRICK WALL AT A POINT WHICH IS 43.99 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE SOUTH LINE OF W. BLACKHAWK STREET; THENCE SOUTHEASTWARDLY ALONG SAID CENTER LINE OF THE 17 INCH BRICK WALL, A DISTANCE OF 30.28 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A 17 INCH BRICK WALL WHICH EXTENDS EAST TO THE WEST LINE OF SAID N. DAYTON STREET; THENCE EAST ALONG THE LAST DESCRIBED CENTER LINE, A DISTANCE OF 127.25 FEET TO A POINT ON THE WEST LINE OF N. DAYTON STREET, WHICH POINT IS 73.96 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1 IN THE SENG COMPANY'S RESUBDIVISION

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AND THENCE NORTH ALONG THE WEST LINE OF SAID N. DAYTON STREET, SAID DISTANCE OF 73.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

## PARCEL 3:

THAT PART OF VACATED NORTH FREMONT STREET VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965 AND RECORDED APRIL 9, 1965 AS DOCUMENT 19431486 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 58 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO AND RUNNING THENCE SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF LOT 14 TO 18, BOTH INCLUSIVE, IN SAID JOHN A. YALE'S RESUBDIVISION, ALONG THE WESTERLY LINE OF SAID 18 PRODUCED SOUTHERLY 16 FEET AND ALONG THE WESTERLY LINE OF LOT 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN SAID ELSTON'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS, A DISTANCE OF 226.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 53.72 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE 52.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

PERPETUAL EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT RECORDED JULY 12, 1979 AS DOCUMENT 25048235 OVER, IN AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 4 AND 5 IN SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND MORE SPECIFICALLY IN AND ACROSS THE AREAS

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OCCUPIED BY EQUIPMENT IN THE BASEMENT OF THE IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF OPERATING, FUELING, ADJUSTING, INSPECTING, MAINTAINING AND REBUILDING SUCH EQUIPMENT AND IMPROVEMENTS; AND FOR USE FOR THE USUAL AND ORDINARY PURPOSES IN ALL THE EQUIPMENT AND IMPROVEMENT LOCATED ON THE SERVIENT TENEMENT ALL OF WHICH CONSTITUTE FIXTURES OR IMPROVEMENTS ATTACHED TO AND FORMING PART OF THE REAL ESTATE DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: [Intentionally deleted.]

PARCEL 7:

LOT 3 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT 2 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57, THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 44.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 3, A DISTANCE OF 24.53 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF NORTH 67 DEGREES 11 MINUTES 23 SECONDS WEST, 121.76 FEET TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 32 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE 39.47 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 282.87 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 03 MINUTES 54 SECONDS EAST, 74.53 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PARTS OF LOTS 2 AND 4 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5,

# UNOFFICIAL COPY

TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND EASTERLY EXTENSION OF SAID LOT 3, A DISTANCE OF 68.97 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES; (1) THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 53 MINUTES 46 SECONDS EAST, 33.28 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS EAST 97.37 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 17 SECONDS WEST ALONG A LINE 174.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 174.93 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 32 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE 77.17 FEET TO THE POINT OF BEGINNING.

Address of Property: 1450 N. Dayton, Chicago, Illinois 60642

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 17-05-218-005-0000  
 17-05-218-006-0000  
 17-05-218-009-0000