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THIS INSTRUMENT PREPARED BY:  
Christyl Marsh  
Cohen, Salk & Huvad, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

Doc#: 1932928001 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 11/25/2019 09:44 AM Pg: 1 of 15

AND AFTER RECORDING MAIL TO:  
Faruk Daudbasic  
First Eagle Bank  
1201 W. Madison Street  
Chicago, Illinois 60607

1361 PDB  
WSA 322-402

## MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 15th day of October, 2019, by and among **SOUTH LEAVITT LLC**, an Illinois limited liability company ("Borrower"), **CHARLES MCGLENNON**, **KEVIN CAVANAGH**, and **KEVIN WALL** (each a "Guarantor", and collectively, the "Guarantors") (Borrower and Guarantors are hereinafter each sometimes individually referred to as an "Obligor" and are collectively referred to as the "Obligors") and **FIRST EAGLE BANK** ("Lender").

### WITNESSETH:

**WHEREAS**, Lender previously extended to Borrower the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) (as modified from time to time, the "Loan"), and to evidence the Loan, Borrower executed and delivered to Lender that certain promissory note dated October 6, 2014 in the original principal sum of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage, security agreement, assignment of leases and rents and fixture filing dated as of October 6, 2014, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 1428122019 (the "First Mortgage") on property commonly known as 14 S. Leavitt, Units 1E (commercial unit), 2E, 2W, 3E, 3W, 4W, P1, P2 and P5, Chicago, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof (the "First Premises");
- (ii) assignment of leases and rents dated as of October 6, 2014 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 1428122020 (the "Assignment of Rents");
- (iii) mortgage, security agreement, assignment of leases and rents and fixture filing made by Borrower in favor of Lender dated as of October 10, 2014, recorded in the Recorder's Office as Document No. 1429018042 (the "Second Mortgage") on property commonly known as 14 S. Leavitt, Units 4E and P4, Chicago, Illinois and

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legally described on Exhibit B attached hereto and made a part hereof (the "Second Premises");

- (iv) guaranty of payment dated as of October 6, 2014 made by Guarantors in favor of Lender ("Guaranty");
- (v) environmental indemnity agreement dated as of October 6, 2014 made by Obligors in favor of Lender ("Indemnity");
- (vi) blocked account pledge agreement dated as of October 6, 2014 made by and between Borrower and Lender;

WHEREAS, Obligors are desirous of (i) increasing the principal sum of the Note to \$750,000.00, (ii) extending the maturity date of the Note to October 14, 2024, and (iii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the liens of the First Mortgage and Second Mortgage (collectively, the "Mortgages") held by Lender are valid, first and subsisting liens on the First Premises and the Second Premises (collectively, the "Premises") and that the execution of this Modification Agreement will not impair the liens of said Mortgages and that there are no existing junior mortgages or other liens subsequent to the liens of the Mortgages held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.

~~2. As of the date hereof, the total outstanding principal balance of the Note is \$548,797.25. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an amended and restated promissory note of even date herewith in the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), payable to the order of Lender on October 14, 2024 (the "Amended Note").~~

3. The First Mortgage is hereby modified as follows:

a. The first sentence of Recital paragraph A is hereby amended and restated in its entirety to read as follows:

"Mortgagee has agreed to loan to Mortgagor the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (as modified from time to time, the "Loan"). The Loan shall be evidenced by a certain amended and restated promissory note dated as of October 15, 2019 (as amended, restated or replaced from time to time, "Note") made by Mortgagor and payable to Mortgagee in the principal amount of the Loan plus interest thereon and due on October 14, 2024 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note)."

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b. The legal description of the Premises attached to the First Mortgage is hereby amended to add thereto the real property legally described on **Exhibit C** attached hereto. The First Mortgage shall hereafter secure the real property legally described on **Exhibits A and C** attached hereto.

4. The Assignment of Rents is hereby modified as follows:

a. The first "Whereas" paragraph on page 1 is hereby amended and restated in its entirety to read as follows:

"Assignee has agreed to loan to Assignor the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (as modified from time to time, the "Loan"). Assignor is executing a certain Amended and Restated Promissory Note dated as of October 15, 2019 (as the same may be amended, modified, replaced or restated from time to time, "Note") payable to the order of Assignee to evidence the Loan."

b. The legal description of the Premises attached to the Assignment of Rents is hereby amended to add thereto the real property legally described on **Exhibit C** attached hereto. The Assignment of Rents shall hereafter secure the real property legally described on **Exhibits A and C** attached hereto.

5. The Guaranty is hereby modified as follows:

a. The first two "Whereas" paragraphs on page 1 are amended and restated in their entireties to read as follows:

"A. Lender has agreed to loan the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (as modified from time to time, the "Loan") to South Leavitt LLC, an Illinois limited liability company ("Borrower").

B. As a condition precedent to Lender's extension of the Loan to Borrower and in consideration therefor, Lender has required the execution and delivery of (i) this Guaranty by Guarantor, (ii) that certain amended and restated promissory note dated as of October 15, 2019 (as amended, restated or replaced from time to time, the "Note") made by Borrower payable to Lender to evidence the Loan, (iii) that certain mortgage, security agreement, assignment of leases and rents and fixture filing of dated as of October 6, 2014 (as amended from time to time, the "First Mortgage") from Borrower to Lender encumbering the real property, improvements and personalty described therein, (iv) that certain mortgage, security agreement, assignment of leases and rents and fixture filing of dated as of October 10, 2014 (as amended from time to time, the "Second Mortgage") from Borrower to Lender encumbering the real property, improvements and personalty described therein, and (v) the other Loan Documents (as defined in the Note)."

b. The following sentence is hereby added to paragraph 21:

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“Each Guarantor expressly waives any right which such Guarantor might otherwise have under any law to receive notice of either the filing of confession of judgment proceedings or the entry of a judgment by confession prior to the initiation of enforcement proceedings relating to such judgment.”

6. The Second Mortgage is hereby modified as follows:

a. The first sentence of Recital paragraph A is hereby amended and restated in its entirety to read as follows:

“Mortgagee has agreed to loan to Mortgagor the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (as modified from time to time, the “Loan”). The Loan shall be evidenced by a certain amended and restated promissory note dated as of October 15, 2019 (as amended, restated or replaced from time to time, “Note”) made by Mortgagor and payable to Mortgagee in the principal amount of the Loan plus interest thereon and due on October 14, 2024 (“Maturity Date”), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note).”

b. Paragraph 9 is hereby amended and restated in its entirety to read as follows:

“Lease Assignment. To further secure payment of the Note, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto (the “Assignment”), it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any part of the Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Premises, with the same rights and powers and subject to the same rights and powers as Mortgagor would have. If no Event of Default under this Mortgage has occurred, Mortgagor shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagor. Mortgagor will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for

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examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Mortgagor shall and does hereby indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the Premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the Default Rate from the date of demand to the date of payment."

7. The Indemnity is hereby modified as follows:
- a. Recital Paragraph B is hereby amended and restated in its entirety to read as follows:

"B. The Loan is evidenced by an amended and restated promissory note dated as of October 15, 2019 (as amended, restated or replaced from time to time, "Note"), executed by Borrower and payable to the order of Lender, and is secured, in part, by (i) a mortgage, security agreement assignment of leases and rents and fixture filing dated as of October 6, 2014 (as amended from time to time, "First Mortgage"), from Borrower in favor of Lender encumbering real property located in Cook County, Illinois, as described on Exhibit A attached hereto, together with the other collateral as described in the First Mortgage, and (ii) a mortgage, security agreement assignment of leases and rents and fixture filing dated as of October 10, 2014 (as amended from time to time, "Second Mortgage") (the First Mortgage and the Second Mortgage are collectively, the "Mortgage"), from Borrower in favor of Lender encumbering real property located in Cook County, Illinois, as described on Exhibit B attached hereto, together with the other collateral as described in the Second (the real property and other collateral described in the First Mortgage and the Second Mortgage being collectively referred to as "Property") (capitalized terms used and not specifically defined herein shall bear the same meaning as in the First Mortgage)."

- b. Exhibit B attached hereto is hereby added to the Indemnity as Exhibit B, and Exhibit C attached hereto is hereby added to the Indemnity as part of Exhibit A. The Indemnity shall hereafter secure the real property legally described on Exhibits A, B and C attached hereto.

8. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement. Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain

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\$750,000.00 term loan made by Lender to Borrower and evidenced by the Amended Note. Each reference in the Loan Documents to the term "Maturity Date" shall hereafter mean October 14, 2024.

9. Except for the modifications stated herein, the Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

10. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$1,875.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligor within five (5) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

11. The Premises described in the Mortgages shall remain in all events subject to the liens, charges or encumbrances of the Mortgages, as hereby modified, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the liens, charges or encumbrances of the Mortgages, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, the Mortgages and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

12. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

13. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note, the Mortgages, the Guaranty and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, the Mortgages, the Guaranty and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably

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consents and agrees to the Borrower's execution and delivery of the Amended Note and this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of the Amended Note and this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

14. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles), including all matters of construction, validity and performance.

15. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

16. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

17. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before October 31, 2019 (the "Modification Termination Date"):

a. An endorsement to Chicago Title Insurance Company Loan Policy No. 1412 WSA330402 LPI (the "Title Policy") which (i) amends the description of the First Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, (vi) expands the legal description of the property insured by the Title Policy to include units 4E, P-3, P-4 and P-6, and (v) increases the amount of insurance to \$750,000.00; and

b. Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

18. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS

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SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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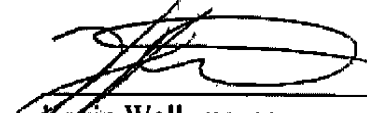
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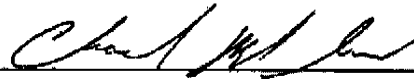
**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.

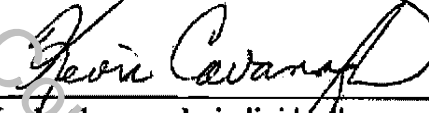
**SOUTH LEAVITT LLC**, an Illinois limited liability company

By:   
Charles McGlennon, manager

By:   
Kevin Cavanagh, manager


By:   
Kevin Wall, manager

  
Charles McGlennon, individually

  
Kevin Cavanagh, individually

  
Kevin Wall, individually

**FIRST EAGLE BANK**

By: 

Name: Frank Dandorovic

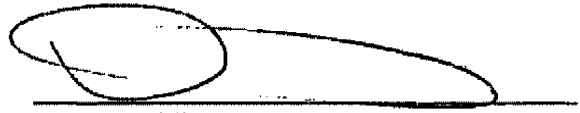
Its: SVP

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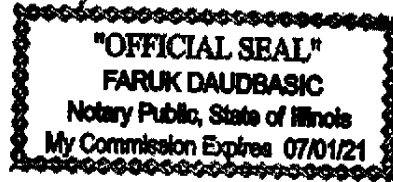
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in the State aforesaid, do hereby certify that Charles McGlennon, Kevin Cavanagh, and Kevin Wall, known to me as the managers of South Leavitt LLC, an Illinois limited liability company, and 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, sealed and delivered the said instrument as such managers of said limited liability company, pursuant to authority given by the members of said limited liability company, as their own and 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 15<sup>th</sup> day of November, 2019.



Notary Public



My Commission Expires: 7/1/21

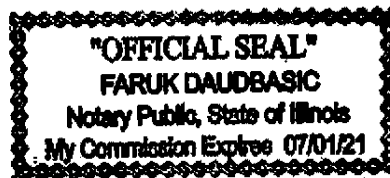
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in State aforesaid, DO HEREBY CERTIFY that Charles McGlennon personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2019.



Notary Public



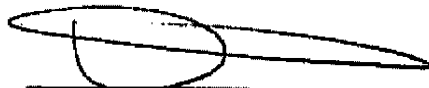
My Commission Expires: 7/1/21

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that **Kevin Cavanagh** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2019.



Notary Public

My Commission Expires: 7/1/21



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that **Kevin Wall** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2019.



Notary Public

My Commission Expires: 7/1/21



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STATE OF ILLINOIS )  
  )      SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Fouik Doublas, a SVP of First Eagle Bank, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2019.

*Emily Irish-Ryan*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12/01/21



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE FIRST PREMISES

Current PINS (as shown on the Mortgage, and effective through tax year 2018):

17-18-101-059-0000 (unit 1E)	17-18-101-060-1001 (unit 2E)
17-18-101-060-1002 (unit 2W)	17-18-101-060-1003 (unit 3E)
17-18-101-060-1004 (unit 3W)	17-18-101-060-1006 (unit 4W)
17-18-101-060-1007 (unit P-1)	17-18-101-060-1008 (unit P-2)
17-18-101-060-1011 (unit P-5)	

New PINS (effective for tax year 2019):

17-18-101-059-0000 (unit 1E)	17-18-101-060-1001 (remainder of the property)
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Address: 14 South Leavitt, Units 1E (commercial unit), 2E, 2W, 3E, 3W, 4W, P-1, P-2 and P-5, Chicago, IL 60612

#### PARCEL 1:

UNITS 1E, 2E, 2W, 3E, 3W, 4W, P-1, P-2 AND P-5 IN 14 SOUTH LEAVITT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 9 IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664.0 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0607410136, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 9 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.68 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.57 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 90 DEGREES-00'-00" WEST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 5.18 FEET; THENCE NORTH 00 DEGREES-14'-18" EAST, 1.05 FEET TO THE PLACE OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF INTERIOR WALLS); THENCE SOUTH 89 DEGREES-58'-21" WEST, 31.77 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 7.50 FEET; THENCE SOUTH 89 DEGREES-58'-21" WEST, 2.80 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 11.17 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 28.63 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 1.90 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 5.94 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 16.70 FEET TO THE PLACE OF BEGINNING), ALL IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION OF THE SECOND PREMISES

Current PINS (as shown on the Mortgage, and effective through tax year 2018):

17-18-101-060-1005 (unit 4E)

17-18-101-060-1010 (unit P-4)

New PIN (effective for tax year 2019): 17-18-101-060-1001

Address: 14 South Leavitt, Units 4E and P-4, Chicago, IL 60612

#### PARCEL 1:

UNITS 4E AND P-4 IN 14 SOUTH LEAVITT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 9 IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664.0 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0607410136, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 9 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.68 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLAN HAVING AN ELEVATION OF 30.57 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 90 DEGREES-00'-00" WEST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 5.18 FEET; THENCE NORTH 00 DEGREES-14'-18" EAST, 1.05 FEET TO THE PLACE OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF INTERIOR WALLS); THENCE SOUTH 89 DEGREES-58'-21" WEST, 31.77 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 7.50 FEET; THENCE SOUTH 89 DEGREES-58'-21" WEST, 2.80 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 11.17 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 28.63 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 1.90 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 5.94 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 16.70 FEET TO THE PLACE OF BEGINNING), ALL IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT C

### LEGAL DESCRIPTION OF THE ADDED PREMISES

Current PINS (effective through tax year 2018):

17-18-101-060-1009 (unit P-3)

17-18-101-060-1012 (unit P-6)

New PIN (effective for tax year 2019): 17-18-101-060-1001

Address: 14 South Leavitt, Units P-3 and P-6, Chicago, IL 60612

PARCEL 1:

UNITS P-3 AND P-6 IN 14 SOUTH LEAVITT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 9 IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664.0 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0607410136, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 9 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.68 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.57 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 90 DEGREES-00'-00" WEST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 5.18 FEET; THENCE NORTH 00 DEGREES-14'-18" EAST, 1.05 FEET TO THE PLACE OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF INTERIOR WALLS); THENCE SOUTH 89 DEGREES-58'-21" WEST, 31.77 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 7.50 FEET; THENCE SOUTH 89 DEGREES-58'-21" WEST, 2.80 FEET; THENCE NORTH 00 DEGREES-14'-48" EAST, 11.17 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 27.63 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 1.90 FEET; THENCE SOUTH 89 DEGREES-54'-42" EAST, 5.94 FEET; THENCE SOUTH 00 DEGREES-14'-18" WEST, 16.70 FEET TO THE PLACE OF BEGINNING), ALL IN WILSON'S SUBDIVISION OF THE EAST 231.2 FEET OF THE NORTH 664 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.