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Edward M. Moody
Cook County Recorder of Deeds
Date: 03/19/2020 01:31 PM Pg: 1 of 11

This Instrument Prepared by
and After Recording Returned to:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

19000291.NOWF

**FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY
AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS
AND
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") dated as of March 16, 2020, by and between **NP AVENUE O, LLC**, a Missouri limited liability company ("**Mortgagor**") and **BYLINE BANK**, an Illinois banking corporation ("**Lender**"), its successors and its assigns.

RECITALS:

A. Pursuant to the terms of that certain Construction Loan Agreement dated as of August 26, 2019, by and among Mortgagor, NP Avenue O Building D, LLC, a Missouri limited liability company ("**Building D**"; Mortgagor and Building D are sometimes hereinafter collectively referred to as "**Borrowers**") and Lender (as it may be modified, amended and/or restated from time to time, the "**Loan Agreement**"), which Loan Agreement evidences a loan from Lender to Borrowers in the original maximum principal amount of up to Nineteen Million Four Hundred Thousand and No/100 Dollars (\$19,400,000.00) (the "**Loan**"), Borrowers have executed and delivered to Lender a Promissory Note in the original maximum principal amount of up to Nineteen Million Four Hundred Thousand and No/100 Dollars (\$19,400,000.00) (as it may be modified, amended and/or restated from time to time, the "**Note**"), such Note being secured by, among other things, (i) a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents from Mortgagor dated as of August 26, 2019, and recorded for the benefit of Lender, with the Cook County Recorder of Deeds (the "**Recorder**") on September 10, 2019, as Document No. 1925341071 (as it may be modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached hereto (the "**Premises**"), and (ii) an Assignment of Leases and Rents from Mortgagor dated as of August 26, 2019, and recorded for the benefit of Lender, with the Recorder on September 10, 2019, as Document No. 1925341072 (as it may be modified, amended and/or restated from time to time, the "**Assignment of Rents**"), which Assignment of Rents encumbers the Premises.

B. Borrowers have requested that Lender agree, among other things, to increase the maximum principal amount of the Loan and the Note from up to Nineteen Million Four Hundred

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Thousand and No/100 Dollars (\$19,400,000.00), to up to Twenty-Nine Million One Hundred Seventy Thousand and No/100 Dollars (\$29,170,000.00).

C. Lender has agreed to consent to the aforesaid increase in the amount of the Loan and the amount of the Note provided, among other things, Mortgagor enters into this Amendment which reflects the aforesaid increase in the amount of the Loan and the amount secured by the Mortgage and the Assignment of Rents.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Lender, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.

2. Mortgagor and Lender acknowledge and agree that as of the date hereof the Note is being amended by that certain First Amendment to Promissory Note dated as of even date herewith among Borrowers and Lender whereunder, among other things, the maximum principal amount of the Note is increased to up to Twenty-Nine Million One Hundred Seventy Thousand and No/100 Dollars (\$29,170,000.00) and that from and after the date hereof, the maximum principal amount of the Loan is hereby increased from up to Nineteen Million Four Hundred Thousand and No/100 Dollars (\$19,400,000.00), to up to Twenty-Nine Million One Hundred Seventy Thousand and No/100 Dollars (\$29,170,000.00). To reflect such modification, any and all references in the Mortgage and the Assignment of Rents to "Nineteen Million Four Hundred Thousand and No/100 Dollars (\$19,400,000.00)" are hereby deleted and replaced with the amount "Twenty-Nine Million One Hundred Seventy Thousand and No/100 Dollars (\$29,170,000.00)."

3. Mortgagor and Lender acknowledge and agree that from and after the date hereof the maximum indebtedness secured by the Mortgage is hereby increased from Thirty-Eight Million Eight Hundred Thousand and No/100 Dollars (\$38,800,000.00) to Fifty-Eight Million Three Hundred Forty Thousand and No/100 Dollars (\$58,340,000.00). To reflect such modification, any and all references in Mortgage to the amount "Thirty-Eight Million Eight Hundred Thousand and No/100 Dollars (\$38,800,000.00)" are hereby deleted and replaced with the amount "Fifty-Eight Million Three Hundred Forty Thousand and No/100 Dollars (\$58,340,000.00)."

4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

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6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signatures on following page)

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MORTGAGOR:

NP AVENUE O, LLC, a Missouri limited liability company

By: **NPD Management, LLC**, a Missouri limited liability company, Manager

By: _____
Nathaniel Hagedorn, Manager

LENDER:

BYLINE BANK, an Illinois banking corporation

By: _____
Its: _____

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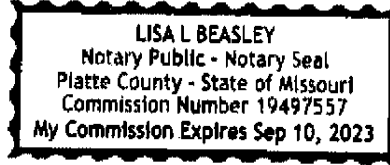
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Missouri
 STATE OF MARYLAND)
 County of Platte) SS.
 CITY OF BALTIMORE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **NATHANIEL HAGEDORN**, the Manager of **NPD MANAGEMENT, LLC**, which is the Manager of **NP AVENUE O, LLC**, 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 the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March, 2020.

Lisa Beasley
 Notary Public



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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MORTGAGOR:

NP AVENUE O, LLC, a Missouri limited liability company

By: **NPD Management, LLC**, a Missouri limited liability company, Manager

By:  _____
Nathaniel Hagedorn, Manager

LENDER:

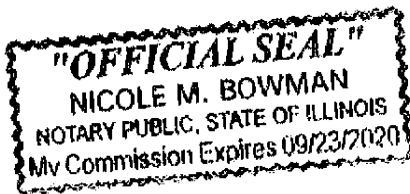
BYLINE BANK, an Illinois banking corporation

By:  _____
Its: **EYP**

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I Nicole Bowman in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Parodi, personally known to me as the EVP of Byline Bank, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of March, 2020.

Nicole Bowman

Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID RIGHT OF WAY RECORDED PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 182.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 1,258.99 FEET TO THE NORTHWESTERN CORNER OF LOT 7 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, SAID POINT LYING ON THE EASTERN LINE OF THE 100 FOOT STRIP OF LAND GRANTED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD PER DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AND BRANDON AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED PER DOCUMENT NUMBER 20477961 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERN LINE OF SAID 80 FOOT RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST 254.83 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST; (2) THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AND AN ARC DISTANCE OF 462.42 FEET TO A POINT LYING 183 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST

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QUARTER OF SAID SECTION 30, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 49 MINUTES 49 SECONDS EAST 461.35 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL WITH AND 183 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 266.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 150.01 FEET TO A POINT LYING 33 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 183.26 FEET TO A POINT ON THE EASTERN LINE OF THE 80 FOOT WIDE DEDICATION FOR BURLEY AVENUE RECORDED AS DOCUMENT NUMBER 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT BEING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID BURLEY AVENUE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040.08 FEET AND AN ARC DISTANCE OF 1.27 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 25 MINUTES 08 SECONDS WEST 1.27 FEET;

THENCE CONTINUING ALONG THE EASTERN LINE OF SAID BURLEY AVENUE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 31.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 14 FOOT DEDICATION STRIP FOR BURLEY AVENUE AS RECORDED PER DOCUMENT NUMBER 6342630 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID BURLEY AVENUE 33.01 FEET TO A POINT LYING 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN AND WESTERN LINES OF SAID FORMER VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST 80.03 FEET TO THE EASTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASEMENT RECORDED PER DOCUMENT 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER; 2) THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP 349.37 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 48 SECONDS EAST PERPENDICULAR TO THE WESTERN LINE

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OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP A DISTANCE OF 80.00 FEET; THENCE SOUTH 46 DEGREES 04 MINUTES 03 SECONDS EAST 99.63 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST 133.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH, SAID POINT OF CURVATURE LYING NORTH 00 DEGREES 41 MINUTES 55 SECONDS WEST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT 150.40 FEET TO ITS POINT OF TANGENCY, SAID POINT LYING NORTH 17 DEGREES 08 MINUTES 32 SECONDS EAST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 46 MINUTES 41 SECONDS EAST 149.79 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 28 SECONDS EAST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, SAID POINT OF CURVATURE LYING SOUTH 17 DEGREES 08 MINUTES 32 SECONDS WEST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT 125.61 FEET TO ITS POINT OF TANGENCY, SAID POINT OF TANGENCY LYING SOUTH 00 DEGREES 06 MINUTES 58 SECONDS EAST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 29 MINUTES 13 SECONDS EAST 125.13 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST 558.81 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 18 SECONDS EAST 98.37 FEET TO A POINT ON THE AFORESAID WESTERN RIGHT OF WAY LINE OF AVENUE O; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE 318.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND LYING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID LINE ALSO BEING THE SOUTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, A DISTANCE OF 1,160.48 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY, SAID POINT LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THAT 80 FOOT STRIP FORMERLY DEDICATED FOR BURLEY AVENUE RECORDED AS DOCUMENT 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING ON

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A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,860.08 FEET AND AN ARC DISTANCE OF 583.54 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07 DEGREES 36 MINUTES 05 SECONDS WEST 581.15 FEET; THENCE CONTINUING ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY SOUTH 16 DEGREES 35 MINUTES 20 SECONDS WEST 160.63 FEET TO THE NORTHEASTERN CORNER OF LOT 4 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG A NORTHEASTERN LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE NORTHERN LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF A DISTANCE OF 865.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE RECORDED AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30. THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE 440.47 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 26-19-206-042-0000; 26-19-400-012-0000; 26-19-400-013-0000; 26-19-400-014-0000; 26-19-400-015-0000; 26-19-400-016-0000; 26-30-200-006-0000; 26-30-200-010-0000; 26-30-201-006-0000; and 26-30-201-011-0000

COMMON ADDRESS: 12144 SOUTH AVENUE O, CHICAGO, ILLINOIS 60617