

# UNOFFICIAL COPY

Doc#: 2104901555 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/18/2021 03:52 PM Pg: 1 of 23

**PREPARED BY, RECORDING  
REQUESTED BY, AND AFTER  
RECORDING RETURN TO:**

Thompson Coburn LLP  
55 East Monroe Street  
37<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attn: Justin Newman

## SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of the 29<sup>th</sup> day of January, 2021, but effective as of December 21, 2020, by and among **CIBC BANK USA**, an Illinois state-chartered bank, together with its successors and assigns ("**Lender**"), **ADAMS I LLC**, a Delaware limited liability company ("**Borrower**"), **DONAL P. BARRY, SR.** ("Donal Sr."), **DONAL F. BARRY DECLARATION OF TRUST DATED JUNE 27, 2000** (the "Donal Sr. Trust"), **DONAL F. BARRY, JR.** ("Donal Jr."), **DONAL P. BARRY, JR. DECLARATION OF TRUST DATED MAY 29, 2002** (the "Donal Jr. Trust"), **SEAN T. BARRY** ("Sean"), **SEAN T. BARRY TRUST DATED JANUARY 13, 2000** (the "Sean Trust"), **JAMES W. PURCELL** ("James"), **JAMES W. PURCELL TRUST DATED DECEMBER 8, 2004** (the "James Trust"), **MICHAEL F. PURCELL, II** ("Michael"), **MICHAEL F. PURCELL, II TRUST DATED JUNE 23, 1999** (the "Michael Trust"), **KATHLEEN BARRY BOYCHUCK** ("Kathleen"), **DONAL P. BARRY 2000 IRREVOCABLE DESCENDANTS TRUST UNDER TRUST AGREEMENT DATED JUNE 27, 2000 FOR THE BENEFIT OF KATHLEEN BARRY** (the "Kathleen Trust"), **DAVID ANTHONY KELLY** ("David"), **DAVID A. KELLY TRUST DATED JUNE 7, 2013** (the "David Trust"), and **ROBERT F. PURCELL** ("Robert," and together with Donal Sr., the Donal Sr. Trust, Donal Jr., the Donal Jr. Trust, Sean, the Sean Trust, James, the James Trust, Michael, the Michael Trust, Kathleen, the Kathleen Trust, David, and the David Trust, each a "**Guarantor**" and collectively, "**Guarantors**").

## WITNESSETH

WHEREAS, Borrower is the owner of certain real estate commonly known as 180 W. Adams Street, which is located in Chicago, Illinois and more particularly described on Exhibit A attached hereto (the "**Premises**"); and

WHEREAS, Lender has heretofore made a loan (the "**Loan**") to Borrower in the stated principal sum of Seven Million Seven Hundred Fifty Thousand Dollars and No Cents (\$7,750,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note (defined below) with interest as provided therein; and

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WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "**Loan Documents**") each of which is dated as of December 21, 2017, unless otherwise stated:

- a. Promissory Note (the "**Note**") made by Borrower to Lender in the stated principal sum of Seven Million Seven Hundred Fifty Thousand Dollars and No Cents (\$7,750,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note with interest as provided therein;
- b. Guaranty of Payment and Performance (the "**Guaranty**") made by Guarantors in favor of Lender;
- c. Guaranty of Completion (the "**Guaranty of Completion**") made by Guarantors in favor of Lender;
- d. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Mortgage**") made by Borrower encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") on December 29, 2017 as document number 1736349092;
- e. Assignment of Leases and Rents made by Borrower, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office on December 29, 2017 as document number 1736349093;
- f. Security Agreement made by Borrower, as debtor, to Lender, as secured party;
- g. Construction Loan Agreement (the "**Loan Agreement**") executed by and between Borrower and Lender;
- h. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party recorded in the Recorder's Office on December 29, 2017 as document number 1736349094 and filed with the Illinois Secretary of State's Office on December 22, 2017 as document number 22982028;
- i. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party filed with the Delaware Secretary of State's Office on December 22, 2017 as document number 8514103;

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j. Environmental Indemnity Agreement made by Borrower and Guarantors in favor of Lender;

k. Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits, made by Borrower in favor of Lender;

l. Subordination of Management Agreement executed by and between BJB Properties, Inc., an Illinois corporation, Borrower and Lender, which was recorded in the Recorder's Office on December 29, 2017 as document number 1736349095;

m. Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits made by Borrower in favor of Lender;

n. Closing Certificate made by Borrower and Guarantors in favor of Lender;

o. Pledge Agreement dated August 14, 2020 made by Borrower in favor of Lender;

p. Loan Modification Agreement dated August 14, 2020, by and between Borrower, Guarantors and Lender; and

q. Such other documents evidencing the foregoing; and

WHEREAS, Lender, Borrower, and Guarantors have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

## AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendments to Note.** In addition to any other modifications contained in this Agreement, the terms of the Note are hereby amended as follows:

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- (a) Section 1A is hereby deleted from the Note and replaced with the following:

“Maturity Date. Borrower hereby promises to pay to the order of Lender the principal sum of Seven Million Seven Fifty Thousand and No/100 Dollars (\$7,750,000.00), in lawful money of the United States of America on or before April 15, 2021, subject to two (2) extensions to December 21, 2021 and December 21, 2022, respectively (each, as applicable, the “Maturity Date”), on the terms and conditions provided herein, together with interest thereon at the rate or rates hereinbelow set forth.”

4. **Amendments to Mortgage.** The Mortgage is modified to secure the Note, the Loan Agreement, and the Guaranty as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Joinder of Guarantors.** Notwithstanding anything to the contrary contained herein, Guarantors have entered into this Agreement for the purpose of ratifying and confirming Guarantors' obligations under the Guaranty, the Guaranty of Completion and the other Loan Documents, as amended hereby, and to acknowledge that the Guaranty, the Guaranty of Completion, and the other Loan Documents, as amended hereby, remain in full force and effect.

6. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

7. **Lender Expenses.** Borrower agrees to pay to Lender all reasonable costs, fees and expenses (including but not limited to reasonable legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

8. **Ratification; Conflict.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Borrower and Guarantors acknowledge and agree that Lender is not in default under the Loan Documents and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default by Lender. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended. If, and to the extent, the terms and provisions of this Agreement contradict or conflict with the terms and provisions of the Loan Documents, the terms and provisions of this Agreement

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shall govern and control; provided, however, to the extent the terms and provisions of this Agreement do not contradict or conflict with the terms and provisions of the Loan Documents, the Loan Documents, as amended by this Agreement, shall remain in and have its intended full force and effect, and Lenders, Borrower, and Guarantors hereby affirm, confirm and ratify the same.

9. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

10. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

11. **Choice of Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

12. **Waiver of Jury Trial.** BORROWER, GUARANTOR AND LENDER EACH HEREBY WAIVES THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**LENDER:**

**CIBC BANK USA**, an Illinois state-chartered bank

By:

Name:

Title:

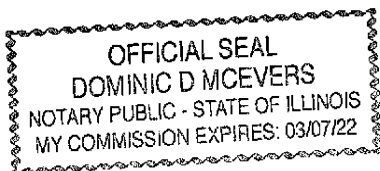
Bridget Morton  
Bridget Morton  
Managing Director

STATE OF Illinois)  
 ) SS.  
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bridget Morton, the Managing Director of **CIBC BANK USA**, an Illinois state-chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 2021.

[Signature]  
Notary Public



My Commission Expires:

03/07/2022

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## **BORROWER:**

**ADAMS I LLC, a Delaware limited liability company,**

By: ADAMS I MANAGEMENT SPE, INC., a Delaware corporation, its Managing Member

By: \_\_\_\_\_

Name: Donal P. Barry, Sr.

Title: President

STATE OF )

) SS

COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, the President of ADAMS I MANAGEMENT SPE, INC., a Delaware corporation, the Managing Member of ADAMS I LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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.

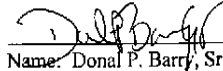
GIVEN under my hand and notarial seal this 27<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Notary Public OFFICIAL SEAL  
GERARD P. WALSH, JR.  
My Commission Expires Notary Public - State of Illinois  
My Commission Expires 5/10/2022

5/10/2022

# UNOFFICIAL COPY

## GUARANTOR:

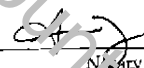


Name: Donal P. Barry, Sr., individually

STATE OF )  
 ) SS.  
 COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., 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 and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

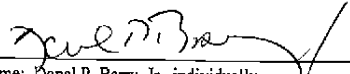
GIVEN under my hand and notarial seal this 27<sup>th</sup> day of January, 2021.

  
 Notary Public  
 OFFICIAL SEAL  
 My Commission Expires 5/10/2022  
5/10/2022



# UNOFFICIAL COPY


## GUARANTOR:

  
Name: Donal P. Barry, Jr., individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Jr., 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 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 27 day of January, 2021.

  
Notary Public

My Commission Expires:

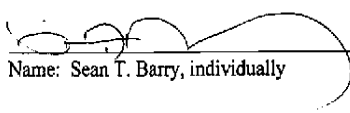
1-31-2021



Second Loan Modification - Signature Page

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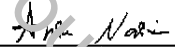
## GUARANTOR:

  
Name: Sean T. Barry, individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sean T. Barry, 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 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 27 day of January, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

1-31-2021



Second Loan Modification - Signature Page

# UNOFFICIAL COPY

GUARANTOR:

Name: James W. Purcell, individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James W. Purcell, 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 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 27 day of January, 2021.

Ansa Nasir  
Notary Public

My Commission Expires:

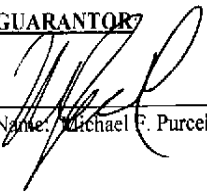
1-31-2021



Second Loan Modification – Signature Page

# UNOFFICIAL COPY

**GUARANTOR**

  
Name: Michael F. Purcell, II, individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael F. Purcell, II**, 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 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 27<sup>th</sup> day of January, 2021.

  
Notary Public

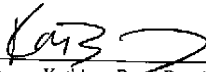
My Commission Expires: **5/10/2022**

OFFICIAL SEAL  
GERARD P. WALSH, JR.  
Notary Public - State of Illinois  
My Commission Expires 5/10/2022

Second Loan Modification - Signature Page

# UNOFFICIAL COPY

## GUARANTOR:



Name: Kathleen Barry Boychuck, individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen Barry Boychuck**, 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 she signed and delivered the said instrument as her 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 27<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires 5/10/2022

OFFICIAL SEAL  
GERARD P. WALSH, JR.  
Notary Public - State of Illinois  
My Commission Expires 5/10/2022

Second Loan Modification - Signature Page

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## GUARANTOR:

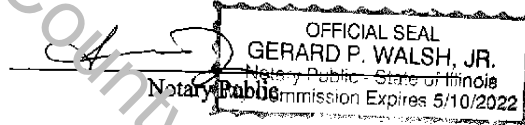


Name: David Anthony Kelly, individually

STATE OF )  
 ) SS.  
 COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **David Anthony Kelly**, 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 she signed and delivered the said instrument as her 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 27<sup>th</sup> day of January, 2021.




My Commission Expires:

5/10/2022

Second Loan Modification - Signature Page

# UNOFFICIAL COPY

## GUARANTOR:

  
Name: Robert F. Purcell, individually

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that Robert F. Purcell, 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 she signed and delivered the said instrument as her 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 27<sup>th</sup> day of January, 2021.

  
OFFICIAL SEAL  
Notary Public - ILLINOIS  
Notary Public - State of Illinois  
My Commission Expires 5/10/2022

5/10/2022

# UNOFFICIAL COPY

## GUARANTOR:


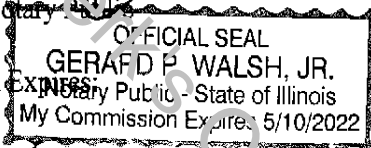
**DONAL P. BARRY DECLARATION OF TRUST DATED  
JUNE 27, 2000**

By:   
Donal P. Barry, Sr., Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Sr., not personally, but as Trustee of the Donal P. Barry Declaration of Trust Dated June 27, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 27<sup>th</sup> day of January, 2021.

  
Notary Public  
My Commission Expires:   
5/10/2022



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## GUARANTOR:

**DONAL P. BARRY, JR. DECLARATION OF TRUST  
DATED MAY 29, 2002**

By: *Donal P. Barry, Jr.*  
Donal P. Barry, Jr., Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

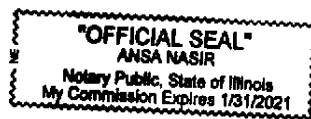
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that **Donal P. Barry, Jr., not personally, but as Trustee of the Donal P.  
Barry, Jr. Declaration of Trust Dated May 29, 2002**, who is personally known to me to be the  
same person whose name is subscribed to the foregoing instrument as such President, 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 27 day of January, 2021.

*Ansa Nasir*  
Notary Public

My Commission Expires:

1-31-2021



Second Loan Modification - Signature Page

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## GUARANTOR:

**SEAN T. BARRY TRUST DATED JANUARY 13, 2000**

By:   
Sean T. Barry, Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Sean T. Barry, not personally, but as Trustee of the Sean T. Barry Trust Dated January 13, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 27 day of January, 2021.

  
Notary Public

My Commission Expires.



1-31-2021

*Second Loan Modification - Signature Page*

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## GUARANTOR:

**JAMES W. PURCELL TRUST DECEMBER 8, 2004**

By: [Signature]  
James W. Purcell, Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **James W. Purcell, not personally, but as Trustee of the James W. Purcell Trust December 8, 2004**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 27 day of January, 2021.

[Signature]  
Notary Public

My Commission Expires:

1-31-2021



Second Loan Modification – Signature Page

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## GUARANTOR:

**MICHAEL F. PURCELL, II TRUST DATED JUNE 23, 1999**


By: 

Michael F. Purcell, II, Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael F. Purcell, not personally, but as Trustee of the Michael F. Purcell, II Trust Dated June 23, 1999**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 27th day of January, 2021.

  
Notary Public OFFICIAL SEAL  
GERARD P. WALSH, JR.  
Notary Public - State of Illinois  
My Commission Expires Commission Expires 5/10/2022

5/10/2022

Second Loan Modification - Signature Page

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## GUARANTOR:

**DONAL P. BARRY 2000 IRREVOCABLE DESCENDANTS  
TRUST UNDER TRUST AGREEMENT DATED JUNE 27,  
2000 FOR THE BENEFIT OF KATHLEEN BARRY**

By: Kathleen Barry Boychuck  
Kathleen Barry Boychuck, Trustee

STATE OF )  
                  ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen Barry Boychuck, not personally, but as Trustee of the Donal P. Barry 2000 Irrevocable Descendants Trust Under Trust Agreement Dated June 27, 2000 for the Benefit of Kathleen Barry**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her 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 27<sup>th</sup> day of January, 2021.

[Signature]  
OFFICIAL SEAL  
Notary Public **GERARD P. WALSH, JR.**  
Notary Public - State of Illinois  
My Commission Expires 5/10/2022

My Commission Expires:

5/10/2022

# UNOFFICIAL COPY

## GUARANTOR:

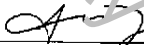
**DAVID A. KELLY TRUST DATED JUNE 7, 2013**

By:   
David Anthony Kelly, Trustee

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **David A. Kelly, not personally, but as Trustee of the David A. Kelly Trust Dated June 7, 2013**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 27<sup>th</sup> day of January, 2021.

  
Notary Public  
OFFICIAL SEAL  
My Commission Expires: **GERARD H. WALSH, JR.**  
Notary Public - State of Illinois  
My Commission Expires 5/10/2022  
5/10/2022

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

Unit 2 in the 180 West Adams Condominium, as delineated and defined in the Declaration recorded as Document No. 0821918033 as amended from time to time, together with its undivided percentage interest in the common elements, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 180 W. Adams Street  
Chicago, Illinois 60603

**Permanent Index No.:** 17-16-210-022-1002

Property of Cook County Clerk's Office