Doc#. 2105001441 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/19/2021 12:59 PM Pg: 1 of 16

PREPARED BY AND UPON RECORDATION RETURN TO:

Thompson Coburn LLP Attn: Sarah Wade One US Bank Plaza, Suite 3300 St. Louis, Missouri 63101

The above space for recorder's use only.



## DREW DEVELOPMENTS LLC.

an Illinois limited liability company, as mortgagor

(Borrower)

to

U.S. BANK NATIONAL ASSOCIATION, as mortgagee (Administrative Agent)

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

Dated: October 31, 2020

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

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") dated effective as of October 31, 2020, is made and entered into by and for the benefit of the following parties: DREW DEVELOPMENTS LLC, an Illinois limited liability company having its principal place of business at c/o Gold Standard Enterprises, 8935 N. Milwaukee Avenue, Niles, Illinois 60714, as mortgagor ("Borrower") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, and in its capacity as administrative agent for the Lenders (as defined in the Loan Agreement), having an address at One US Bank Plaza, St. Louis, Missouri 63101, Mail Code: SL-MO-T4BC, Attn: Steven C. Gonzalez, as mortgagee ("Administrative Agent"). This Amendment is based upon the following recitals which are made a matericle part of this Amendment:

- A. Pursuant to the terms and conditions of a certain Loan and Security Agreement dated as of November 29, 2018 by and among Borrower, Gold Standard Enterprises, Inc., an Illinois corporation ("Gold Standard"), Drew IV Real Estate, LLC, an Illinois limited liability company ("Drew IV"; Borrower, Gold Standard and Drew IV are collectively referred to herein, as "Borrowers"), the other Credit Parties party thereto (as defined in the Loan Agreement), each of the Lenders party thereto (as defined in the Loan Agreement) and Administrative Agent (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders agreed to make loans to Borrowers in an aggregate amount not to exceed \$113,000,000.00 (the "Loan"). Capitalized terms not otherwise defined herein shall have the same meaning as in the Loan Agreement.
- B. To further evidence the indebtedness of Borrowers to Administrative Agent and the Lenders pursuant to the Loan Agreement, Borrowers excepted and delivered that certain Term Loan Note of Borrowers payable to the order of Administrative Agent and as of November 29, 2018 in the original principal amount of Thirty Three Million and no/Dollars (\$33,350,000.00) (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "Term Loan Note") and that certain Revolving Loan Note of Borrowers payable to the order of Administrative Agent dated as of November 29, 2018 in an aggregate principal amount patto exceed Eighty Million and no/Dollars (\$80,000,000.00) (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "Revolving Loan Note"; Term Loan Note and Revolving Loan Note are each, a "Note" and collectively, the "Notes").
- C. The obligations of Borrowers to the Administrative Agent and the Lenders pursuant to the Loan Agreement and the Notes are further evidenced, secured and guaranteed by the following: (1) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "3000 North Clark Street Mortgage") granted by Borrower for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 30, 2018 at Document Number 1833413027 of the Cook County, Illinois Recorder of Deeds, encumbering, among other things, the real property described on Exhibit A attached hereto and made a part hereof; (2) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "12307 Route 59 Mortgage") granted by Borrower for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 1, 2019 at Document Number R2019077829 of the Will County Recorder of Deeds, encumbering, among other things, that certain land described therein, as

amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof; (3) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "1132 South Jefferson Street Mortgage") granted by Borrower for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 30, 2018 at Document Number 1833413030 of the Cook County, Illinois Recorder of Deeds, encumbering, among other things, that certain land described therein, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof; (4) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "1950 Lincoln Highway Mortgage") granted by Borrower for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 1, 2019 at Document Number 2019K052602 of the Kane County, Illinois Recorder of Deeds, encumbering, among other things, that certain land described therein, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof; (5) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "213-229 W. Grand Avenue Mortgage") greated by Gold Standard for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 30, 2018 at Document Number 1873/13042 of the Cook County, Illinois Recorder of Deeds, encumbering, among other things, that cortain land described therein, as amended by that certain First Amendment to Mortgage, Assignment of Leares and Rents, Security Agreement and Fixture Filing dated as of the date hereof; (6) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restrated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "3447 W. 95.4 Street Mortgage") granted by Drew IV for the benefit of Administrative Agent in its capacity as administrative agent for Lenders dated as of November 29, 2018 and recorded on November 30, 2018 at Document Number 1833413039 of the Cook County Recorder of Deeds, encumbering, among other things, that certain land described therein, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof; (7) the Collateral Documents (as defined in the Loan Agreement); (8) each other Loan Document (as defined in the Loan Agreement); (9) those certain UCC financing statements, and (10) all other agreements, instruments, documents and certificates delivered to Administrative Agent and/or any Lender in connection with the foregoing.

D. The parties desire to amend certain terms and conditions of the 3000 North Clark Street Mortgage as provided herein.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Administrative Agent and the Lenders hereby agree as follows, notwithstanding anything to the contrary contained in the Loan Documents:

- 1. <u>Affirmation of Recitals</u>. The recitals are true and correct and incorporated herein by this reference.
  - 2. <u>Amendments.</u> 3000 North Clark Street Mortgage is hereby amended as described herein.
  - 3. Definitions.

- 3.1 Except as specifically set forth in this Amendment, all references to "<u>Term Loan Notes</u>" throughout the 3000 North Clark Street Mortgage shall be deleted in their entirety and "<u>Notes</u>" inserted in lieu thereof.
- 3.2 Except as specifically provided herein, all references to "<u>Term Loan</u>" throughout the 3000 North Clark Street Mortgage shall be deleted in their entirety and "<u>Loans</u>" inserted in lieu thereof.
- 4. <u>First Recital</u>. The First Recital of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "WHEREAS, this Security Instrument is given to secure the indebtedness of Borrower, Gold Standard Enterprises, Inc., an Illinois corporation ("Gold Standard") and Drew IV Real Estate, LLC, an Illinois limited liability company ("Drew IV"; Scrower, Gold Standard and Drew IV are collectively, the "Borrowers") under that certain Loan and Security Agreement dated as of November 29, 2018 by and among Borrowers, the other Credit Parties party thereto, the Lenders party thereto and Administrative Agent (the "Loan Agreement"), including, but not limited to, Loans (as hereinafter defined) in the aggregate principal amount of ONE HUNDRED THIRTEEN MILLION AND NO/100 DOLLARS (\$113,000,000.00), including the following: (i) that certain real estate ferm loan (the "Term Loan") in the original principal amount of THIRTY-THREE MILLION AND NO/100 DOLLARS (\$33,000,000.00), as evidenced by that certain Term Loan Note of Borrowers payable to the order of Administrative Agent dated as of November 19, 2018 (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "Term Loan Note") and (ii) that certain regolving loan (the "Revolving Loan;" the Term Loan and the Revolving Loan are collectivel; the "Loans") in a maximum aggregate principal amount not to exceed EIGHTY MILLION AND NO/100 DOLLARS (\$80,000,000.00), as evidenced by that certain Revolving Loan Note of Borrowers payable to the order of Administrative Agent dated as of November 29, 2018 ("Revolving Loan Note; the Term Loan Note and the Revolving Loan Note are each, a "Note" and collectively, the "Notes"); and"
- 5. <u>Second Recital.</u> The Second Recital of the 3000 North Clark Greet Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "WHEREAS, Borrower desires to secure the payment of the form Loan and the Revolving Loan, including the payment of Swap Obligations and other costs, expenses, fees and interest relating to the Loans, and the other obligations of Borrowers under the Loan Documents (as hereinafter defined) and the performance of all of Borrowers' obligations under the Term Loan Note, the Revolving Loan Note, the Loan Agreement and the other Loan Documents (all hereinafter referred to collectively as the "Debt"); and"
- 6. <u>Third Recital</u>. The Third Recital of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "WHEREAS, this Security Instrument is given pursuant to the Loan Agreement and secures the payment, fulfillment, and performance by Borrowers of their obligations thereunder and under the other Loan Documents, and each and every term and provision of the Loan Agreement, the Revolving Loan Note, the Term Loan Note and each other

Loan Document (as defined in the Loan Agreement) executed in connection therewith, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and will be considered a part of this Security Instrument (the Loan Agreement, the Revolving Loan Note, the Term Loan Note, this Security Instrument, each other Loan Document (as defined in the Loan Agreement) and all other documents evidencing or securing the Debt or delivered in connection with the making of the Loans, together with all amendments, restatements, replacements, extensions, renewals, supplements or other modifications of any of the foregoing from time to time, are hereinafter referred to collectively as the "Loan Documents")."

- 7. <u>Section 2.1</u>. Section 2.1 of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "Section 2.1 <u>DEBT</u>. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt which includes, cut is not limited to, the obligations of Borrowers to pay to Administrative Agent and the Lenders the principal and interest owing pursuant to the terms and conditions of the Notes and the Loan Agreement."
- 8. <u>Section 2.2</u>. Section 2.2 of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "Section 2.2 <u>OTHER (BLIGATIONS</u>. This Security Instrument and the grants, assignments and transfers made in <u>Article 1</u> are also given for the purpose of securing the following (the '<u>Other Obligations</u>'):
    - (a) the payment and performance of all obligations of Borrowers contained herein, including all fees and charges payable by Borrowers;
    - (b) all Obligations (as defined in the Lorn Agreement) under the Loan Agreement;
    - the payment and performance of each obligation of Corrowers contained in the Loan Agreement and any other Loan Decureant, including all Swap Obligations and all fees and charges payable by Porrowers; and
    - (d) the performance of each obligation of Borrowers contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Notes, the Loan Agreement or any other Loan Documents."
- 9. <u>Section 2.3</u>. Section 2.3 of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:
  - "Section 2.3 <u>DEBT AND OTHER OBLIGATIONS</u>. Borrowers' obligations for the payment and performance of the Debt and the payment and performance of the Other Obligations will be referred to collectively herein as the "<u>Obligations</u>.""

10. Article 13. Article 13 of the 3000 North Clark Street Mortgage is hereby deleted and the following inserted in lieu thereof:

## "Article 13 - DEFINITIONS

"All capitalized terms not defined herein will have the respective meanings set forth in the Loan Agreement. If a capitalized term is defined herein and the same capitalized term is defined in the Loan Agreement, then the capitalized term that is defined herein will be utilized for the purposes of this Security Instrument, provided that the foregoing does not impact provisions that are incorporated herein by reference. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" will mean "Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein, winput limitation or waiver of any restrictions on transfers of any interests therein as set form up any Loan Document," the word "Borrowers" will mean "Borrower, Gold Standard F.id Drew IV, any additional borrower joined pursuant to the terms of the Loan Agreement, their successors and assigns", the word "Administrative Agent" will mean "Administrative Agent and any subsequent holder of the Notes," the word "Notes" will mean "the Term Loan Note, the Revolving Note and any other evidence of indebtedness secured by this Security Instrument," the term "Loans" will mean "the Term Loan, the Revolving Loan and any other indebtedness of Borrowers under the Loan Agreement", the word "Property" wil include any portion of the Property and any interest therein, and the phrases "attorneys' tees", "legal fees" and "counsel fees" will include any and all in-house and outside attorners', paralegals' and law clerks' fees and disbursements. including fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Administrative Agent in protecupg its interest in the Property, the Leases and the Rents and enforcing its rights hereunder."

11. <u>Section 15.4</u>. Section 15.4 of the 3000 North Clark Sweet Mortgage is hereby deleted and the following inserted in lieu thereof:

"Section 15.4 <u>VARIABLE\_RATE</u>. The Notes which this Security Instrument secures are adjustable notes on which the interest rate may be adjusted from time to time in accordance with the terms and provisions set forth in such Notes and the Loan Agreement."

12. <u>Section 15.10</u>. Section 15.10 is hereby added to the 3000 North Clark Street Mortgage in proper numerical order as follows:

"Section 15.10 REVOLVING CREDIT. This Security Instrument secures, among other obligations which comprise the indebtedness secured hereby, the Notes, which evidences loans and advances made by or to be made by Bank to Borrowers from time to time, the aggregate principal amount of which may not exceed at any one time a maximum amount of \$170,000,000 (which maximum amount may be modified through an amendment to the Loan Agreement), plus interest thereon as provided in said Notes and such other amounts as described therein. Such loans or advances constitute "revolving credit" as defined in 815 ILCS 205/4.1 and 205 ILCS 5/5d, as amended or recodified from time to time. All future advances made from the date hereof will have the same priority as the original loans evidenced by said Notes secured by, among other

things, this Security Instrument. All future advances must be made within 20 years from the date hereof."

- 13. Amendment of Loan Documents. Any reference to any of the Loan Documents which have been modified herein in any of the other Loan Documents is hereby deemed to be a reference to such modified Loan Document as hereby modified.
- 14. <u>Borrower's Representations and Warranties</u>. Borrower hereby represents and warrants to Administrative Agent and the Lenders, as of the date of this Amendment, as follows:
- 14.1 The lien and security interest of the 3000 North Clark Street Mortgage and the other Loan Documents as previously subsisting, has been, is, and shall remain a valid, first priority lien and security interest against the Property (as defined in the 3000 North Clark Street Mortgage), enjoying the same or superior priority with respect to other claims upon the Property (as defined in the 3000 North Clark Street Mortgage) as prevailed prior to the execution of this Amendment;
- 14.2 No Default or Event of Default has occurred and is continuing on the date of this Amendment; and
- 14.3 All resolutions, authorizations or consents on the part of Borrower which are necessary for Borrower to execute and deliver this Amendment and to be bound by the provisions hereof have been obtained and are in full force and effect on the date hereof, and this Amendment constitutes the legal, valid and binding obligation of the Borrower and is enforceable in accordance with the terms hereof.
- Loan Documents shall remain in full force and effect and all of the terms and provisions of the Loan Documents, as herein modified, are hereby ratified and reaffirmed in all respects. All of the Property (as defined in the 3000 North Clark Street Mortgage) shall remain subject to the lien, charge and encumbrance of the 3000 North Clark Street Mortgage and the other Loan Documents, and nothing herein contained and nothing done pursuant hereto, shall affect the lien of condumbrance of the 3000 North Clark Street Mortgage or the other Loan Documents, or the priority thereof in relation to other liens or encumbrances affecting the Property (as defined in the 3000 North Clark Street Mortgage), or release or affect the liability of any party or parties whomsoever who may now or hereof er be liable under or on account of the Loan Documents, as herein modified.
- 16. <u>Conditions to Effectiveness</u>. The agreements of Administrative Ager, and the Lenders herein are effective upon receipt of the full execution and delivery of this Amendment by Borrower, Administrative Agent and the Lenders.
- 17. <u>Miscellaneous</u>. This Amendment shall be binding upon Borrower, Administrative Agent and the Lenders, and their respective heirs, personal representatives, successors and assigns. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart of this Amendment. If any provision of this Amendment shall be unlawful, then such provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect and be binding on the parties. This Amendment and the Loan Documents referenced herein contain all of the agreements of the parties relative to the subject matter of this Amendment. Any prior agreements or commitments of Administrative Agent, whether oral or written, relating to the subject matter of this Amendment not expressly set forth herein or in the exhibits hereto (if any) are null and void and superseded in their entirety by the provisions hereof. This

Amendment shall be binding upon the execution and delivery of this Amendment by the last party to sign. Except as expressly modified or amended herein, all other terms, provisions and conditions of the 3000 North Clark Street Mortgage shall remain in full force and effect.

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Property of Cook County Clark's Office

## SIGNATURE PAGE FOR THE FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

"BORROWER"

DREW DEVELOPMENTS LLC, an Illinois limited liability company

Michael Binstein, Manager

(Signature of Notary Public)

DOOP OF COOP **ACKNOWLEDGMENT** 

State of JULINOIS

12 C/0/4: This instrument was acknowledged before me on March 3, 2020, by Michael Binstein as Manager of

Drew Developments LLC.

OFFICIAL SEAL STEPHEN E. RYD

(Seal)

# SIGNATURE PAGE FOR THE FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

"ADMINISTRATIVE AGENT"

U.S. BANK NATIONAL ASSOCIATION,

as Administrative Agent, an LC Issuer, Swingline Lender and a Lender

\_\_\_\_\_\_

Printed Name: Steven C. Gonzalez

Title: Vice President

ACKNOWLEDGMENT

State of

County of

October

This instrument was acknowledged before me on Murch 3/2, 2020, by Steven C. Gonzalez, as Vice President of U.S. Bank National Association.

(Seal)

TINA COGBURN
Notary Public -- Notary Seal
Jefferson County -- State of Missouri
Commission Number 13501334
My Commission Expires Jul 16, 2021

(Signature of Notary Public)

## **EXHIBIT A**

## Legal Description

Parce: A:

Parcel 1:

Lots 1, 2, 3, 4, 10 and 11 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, (excepting therefrom that part of Lot 4 (rules) within the following described parce:

that part of 1.5t. 4, 5, 6 and 7 (all taken as tract) in dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Syction 28, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the Southwest corner of said Lot 7, thence South 89 degrees, 37 minutes, 30 seconds East, a distance of 60.02 feet along the South line of said Lots 7, 6 and 5; thence North 00 degree, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the West line of said Lot 7; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 16.97 feet; thence North 00 degrees, 00 minutes, 00 seconds West, a distance of 5.21 feet, thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.57 feet; thence North 00 degrees, 25 minutes, 50 seconds West, a distance of 64.07 feet to a point on the North line of said Lot 4, being 82.67 feet East of the Northwest corner of said Lot 7 (as measure) along the North lines of said Lots 4, 5, 6 and 7); thence North 89 degrees, 37 minutes, 30 seconds West, a distance of 82.87 feet to the aforesaid Northwest corner of Lot 7; thence South 00 degrees, 00 minutes, 30 seconds West, a distance of 125.00 feet along the West line of said Lot 7 to the point of beginning; and

excepting therefrom that part of saxt Lots 3 and 4 falling with the following, described real estate above existing grade:

that part of Lots 3, 4 and 5 (at) taken as a tract, and lying above elevation + 12,29 feet Chicago City Datum) in dam and Warner's Subdivision of Block 3 in Knoke and Gerdner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Merkban, described as follows:

commencing at the Southwest Corner of Lot 7 in Dam and Warner's Subdivision Aforeraits, thence South 89 degrees, 37 minutes, 30 seconds East, a distance of 60.02 feet along the South line of Lots 7, 6 and 5 in Dam and Warner's Subdivision aforesaid to the point of beginning, thence North 60 disgrees, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the West line of said Lot 7; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 16.97 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 5.21 feet, thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance South 00 degrees, 25

minutes, 50 seconds East, a distance of 18.43 feet, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.46 of a foot, thence South 00 degrees. 00 minutes, 00 seconds West, a distance of 23.37 feet, thence North 90 degrees, 00 minutes. 00 seconds East, a distance of 6.17 feet; thence South 00 degrees, 00 minutes. 00 seconds West, a distance of 5.60 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 13.65 feet, to a point on the South line of said Lot 3, being 41.16 feet East of the point of beginning (as measured along the South line of said Lots 3, 4 and 5); thence North 89 degrees. 37 minutes, 30 seconds West, a distance of 41.16 feet along the said South lines to the point of beginning.

excepting therefrom that part of Lots 3, 4, and 5 (all taken as a tract, lying at or below elevation +22.29 feet Chicago City Datum) in dam and Warner's Subdivision of Block 3 to Knoke and Gardner's Subdivision of the 20 Aures North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14. East of the Third Principal Mendian, described as follows:

commencing at the Southwest Corner of Lot 7 in Dam and Warner's Subdivision Aforesaid, thence South 89 degrees, 37 minuter, 30 seconds East, a distance of 60.02 feet along the South line of Lots 7, 6 and 5 in Dam and Warner's Subdivision aforesaid to the point of beginning, thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the West line of said Lot 7, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 16.97 feet, thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 9.26 (eet; thence South 90 degrees, 00 minutes, 00 seconds West, a distance of 5.21 feet; thence North DD degraes, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.57 feet; thence South 00 degrees, 25 minutes, 50 seconds East, la distance of 49,43 feet, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.46 of a foot, thence South 00 degrees, 00 minutes, 00 seconds West, a distance of 23.37 feet, thence North 90 degrees, 00 minutes, 09 seconds East, a distance of 5.17 feet, thence South 00 degrees, 00 minutes, 00 seconds West, a distance of 5.60 feet, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence Courth 00 degrees, 00 minutes, 00 seconds West, a distance of 13 65 feet to a point on the South line of said Lot 3, being 41.16 East of the point of beginning (as measured along the South line of said Lots 3, 4 and 3) thence North 89 degrees, 37 minutes, 30 seconds West, a distance of 41.16 feet along said South lines to the point of beginning, and

excepting therefrom that part of Lot 4 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14. East of the Third Principal Meridian, described as follows.

commencing at the Southwest corner of said Lot 7, thence North 00 degrees, 00 minutes, 00 seconds East along the West line of Lot 7, a distance of 125.00 feet to the Northwest corner of said Lot, thence South 89 degrees, 37 minutes, 30 seconds East along the North line of Lots 4, 5, 6 and 1, a distance of 82.87 feet to the point of beginning, thence South 00 degrees, 25 minutes, 50 seconds East a distance of 95.07 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.50 or 4 foot, thence North 00 degrees, 25 minutes, 50 seconds West, a distance of 95.07 feet to the North line of Lot 4 thence

North 89 degrees, 37 minutes, 30 seconds West, a distance of 0 50 of a foot to the point of beginning. © Cook county, Illinois

#### Parce 2:

Lots 1, 2, 3, and 4 in the Subdivision of Lots 12, 13, 16 and 17; together with the vacated alley, lying between and adjoining said Lots in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14. East of the Third Principal Meridian, in Cook county. Single

#### Parcel 3.

All that part of earthwest 14-foot wide vacated alley, lying North of and adjoining that part of the Lots 1 to 4 of Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Track Principal Meridian, in Cook county, Bhoois.

Parcel B:

#### Parcel 1:

that part of Lots 3, 4, and 5 (all taken as a moct, lying at or below elevation +22.29 feet Chicago City Datum) in dam and Warner's Subdivision of Llock 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Mentium, described as follows:

commencing at the Southwest Comer of Lot 7 in Dam and Warner's Subdivision Aforesaid, thence South 89 degrees, 37 minutes, 30 seconds East, a distance of 60.00 freet along the South line of Lots 7, 6, and 5 in Dam and Warner's Subdivision aforesaid to the point of beginning, thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the 1 Yest line of said Lot 7; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 16.97 feet; thence North 00 degrees, 00 minutes, 00 seconds West, a distance of 5.21 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.57 feet; thence South 00 degrees, 25 minutes, 50 seconds East, a distance of 18.43 feet, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.46 of a foot, thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 6.17 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East, a distance of 11.06 feet; thence South 00 degrees, 00 minutes 00 seconds East,

distance of 13.65 feet to a point on the South line of said Lot 3, being 41.16 feet East of the point of beginning (as measured along the South line of said Lots 3, 4, and 5); thence North 89 degrees, 37 minutes, 30 seconds West, a distance of 41.16 feet along said South lines to the point of beginning. In Cook county, Illinois.

### Parce 2.

That part of Lot 4 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Mendian, described as follows:

commencing at the Southwest corner of saxt Lot 7, thence North 00 degrees, 00 minutes, 00 seconds East along the West tine of Lot 7, a distance of 125 00 feet to the Northwest corner of said Lot; thence South 89 degrees, 37 minutes, 30 seconds East along the North line of Lots 4, 5, 6 and 7, a distance of 82.87 feet to the point of beginning, thence South 00 degrees. 25 minutes, 50 seconds East 95.07 feet; thence North 30 degrees, 00 minutes, 00 seconds East, a distance of 0.50 of a foot; thence North 00 degrees, 25 minutes, 30 seconds West, a distance of 95.07 feet to the North line of Lot 4; thence North 69 degrees, 37 minutes, 30 seconds West, a distance of 0.50 of a foot to the point of beginning in Cook county. Sinols.

#### Parcel 3:

The North 1/2 of the 14-foot vacated alley, lying North of the North line of Lots 5, 6, and 7 and North of that portion of the North line of Lot 4, which lies West of a point on the North line of Lot 4, which is 82.87 feet East of the Northwest corner of said Lot 7 (as measured along the North lines of said Lots 4, 5, 6, and 7) in dam and Warner's Subdivision of Block 5 of Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28. Township 40 North, Range 14, East of the Third Principal Merkhan, in Cook county. Theolis.

### Parcel 4:

That part of the 14-foot vacated alley lying North of and adjoining that part of Lot 4 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 29 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the Southwest corner of said Lot 7, thence North 00 degrees, 00 minutes, 00 seconds East along the West line of Lot 7, a distance of 125.00 feet to the Northwest corner of said Lot; thence South 89 degrees, 37 minutes, 30 seconds East along the North line of Lots 4, 5, 6 and 7, a distance of 82.87 feet to the point of beginning, thence South 00 degrees, 25 minutes, 50 seconds East, a distance of 95.07 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.50 or a foot; thence North 00 degrees, 25 minutes, 50 seconds West, a distance of 95.07 feet to the North line of Lot 4; thence

North B9 degrees, 37 minutes, 30 seconds West, a distance of 0.50 of a foot to the point of beginning at Cook county, Illinois

Parcel C

#### Parcel 1.

that part of Lots 4, 5, 6 and 7 (all taken as a tract) in dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois, described as follows:

beginning at the Southwest corner of said Lot 7, thence South 89 degrees, 37 minutes, 30 seconds East, a distance of 60.02 feet along the South tine of said Lots 5, 6 and 7; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the West line of said Lot 7; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 3 26 feet; thence South 90 degrees, 00 minutes, 00 seconds West, a distance of 5.21 feet, thence North 10 degrees, 00 minutes, 00 seconds East, a distance of 31.04 feet, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.57 feet; thence North 00 degrees, 25 minutes, 50 seconds West, a distance of 64.07 feet to a point on the North line of said Lot 4, being 82.87 feet East of the Northwest corner of said Lot 7 (as measured along the North lines of said Lots 4, 5, 6 and 7), thence North 89 degrees, 37 minutes, 50 seconds West, a distance of 82.87 feet to the aforesaid Northwest corner of Lot 7; thence South 00 degrees, 00 minutes, 00 seconds wests, a distance of 125.00 feet along the West line of said Lot 7 to the point of heginning.

#### Parcel 2:

That part of the following described real estate above existing grade and excluding therefrom any portion thereof below existing grade:

that part of Lots 3, 4 and 5 (all taken as a tract, and lying above elevation 22.29 feet Chicago City Datum) in dam and Warner's Subdivision of Block 3 in Knoke and Garther's Subdivision of the 20 Acres North of and Adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28. Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the Southwest Comer of Lot 7 in Dam and Warner's Subdivision Aforesakt; thence South 89 degrees, 37 minutes, 30 seconds East, a distance of 60.02 feet along the Sorth line of Lots 7, 6 and 5 in Dam and Warner's Subdivision aforesaid to the point of beginning, therior North 00 degrees, 00 minutes, 00 seconds East, a distance of 20.49 feet, parallel to the West and of said Lot 7, thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 16.97 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 9.26 feet; thence South 90 degrees, 00 minutes, 00 seconds 5.21 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 31.04 teet; thence

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North 90 degrees. 00 minutes. 00 seconds East, a distance of 11.57 feet; thence South 00 degrees, 25 minutes, 50 seconds East, a distance of 18.43 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 0.46 of a foot, thence South 00 degrees. 00 minutes, 00 seconds West, a distance of 23.37 feet; thence North 90 degrees, 00 minutes, 00 seconds East 6.17 feet; thence South 00 degrees, 00 minutes, 00 seconds West, a distance of 5.60 feet; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 11.06 feet; thence South 00 degrees. 00 minutes, 00 seconds West, a distance of 13.65 feet to a point on the South line of said Lot 3, being 41.16 feet East of the point of beginning (as measured along the South line of said Lots 3, 4 and 5); thence North 89 degrees, 37 minutes. 30 seconds West, a distance of 41.16 feet along the said South lines to the point of beginning, in Cook county. Soois.

Parcel 3.

The South #12 of the 14-foot vacated alley, lying North and adjoining parcel 1.

For information purposes only:

Address: 3000 North Clark Street, Chicago, Illinois 60657

PIN(s): 14-28-106-005-0000; 14-28-106-006-000; 14-28-106-013-0000; 14-28-014-0000