

16

# UNOFFICIAL COPY



Doc# 2107655016 Fee \$83.00

CHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/17/2021 10:01 AM PG: 1 OF 17

**THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:**

Courtney E. Mayster  
**MUCH SHELIST**  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615

**PERMANENT TAX INDEX NUMBERS:**

13-31-205-041-0000

13-31-205-048-0000

13-31-205-053-0000

13-31-425-008-0000

13-31-425-010-0000

13-31-425-013-0000

**PROPERTY ADDRESS:**

1944 & 1950 North Narragansett Avenue  
Chicago, Illinois 60639

*This space for Recorder's use only.*

**MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS**

**THIS MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS** (this "**Modification**") is dated as of December 22, 2020, by and among **LSCD OF GALEWOOD, LLC**, an Illinois limited liability company (the "**Borrower**"), **LSC DEVELOPMENT, LLC**, an Illinois limited liability company; **CHRISTOPHER S. BARRY**, individually; Christopher S. Barry, as Trustee of the **DACIEN D. BARRY 2012 FAMILY TRUST**; Christopher S. Barry, as Trustee of the **CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999**; Dacien D. Barry, as Trustee of the **CHRISTOPHER S. BARRY 2012 FAMILY TRUST**; **JEAN L. JODOIN**, individually; Jean L. Jodoin, as Trustee of the **CHRISTINE M. JODOIN 2012 FAMILY TRUST**; Jean L. Jodoin, as Trustee of the **JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000**; and Christine M. Jodoin, as Trustee of the **JEAN L. JODOIN 2012 FAMILY TRUST** (each, a "**Guarantor**", and collectively, the "**Guarantors**") and **CENTIER BANK**, an Indiana state bank, together with its successors and assigns ("**Lender**").

**RECITALS:**

A. Pursuant to that certain Construction and Real Estate Loan Agreement dated as of December 22, 2015 executed by and between the Borrower and the Lender (the "**Loan Agreement**"), Lender made a loan ("**Loan**") to Borrower in the original principal amount of **SEVEN MILLION THREE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS** (\$7,395,000.00). The Loan is evidenced by a certain Promissory Note dated

158978806NC  
NTM 10/1

Y  
17  
4-1  
SC  
INT A

# UNOFFICIAL COPY

December 22, 2015 made by Borrower and payable to Lender in the original principal amount of **SEVEN MILLION THREE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS** (\$7,395,000.00) (the "**Note**").

B. The Note is secured by, among other things, (i) that certain Mortgage And Security Agreement (Financing Statement) dated December 22, 2015 from Borrower to the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") on December 28, 2015 as Document No. 1536255065 (the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** attached thereto (the "**Property**"); (ii) that certain Assignment of Rents and Leases dated December 22, 2015 from Borrower to the Lender and recorded with the Recorder's Office on December 28, 2015 as Document No. 1536255066 (the "**Assignment of Rents**"); (iii) that certain Guaranty (the "**LSC Guaranty**") dated December 22, 2015 from **LSC DEVELOPMENT LLC**, an Illinois limited liability company ("**LSC Guarantor**"); (iv) that certain Guaranty (the "**Barry Guaranty**") dated December 22, 2015 from **CHRISTOPHER S. BARRY**, individually, as Trustee of the Dacien D. Barry 2012 Family Trust and as Trustee of the Christopher S. Barry Trust dated December 6, 1999, and **DACIEN D. BARRY**, as Trustee of the Christopher S. Barry 2012 Family Trust (collectively, the "**Barry Guarantor**"); (v) that certain Guaranty (the "**Jodoin Guaranty**"; the LSC Guaranty, the Barry Guaranty and the Jodoin Guaranty are individually and collectively referred to herein as the "**Guaranty**") dated December 22, 2015 from **JEAN L. JODOIN**, individually, as Trustee of the Christine M. Jodoin 2012 Family Trust and as Trustee of the Jean L. Jodoin Trust dated February 10, 2000, and **CHRISTINE M. JODOIN**, as Trustee of the Jean L. Jodoin 2012 Family Trust (collectively, the "**Jodoin Guarantor**"; the LSC Guarantor, the Barry Guarantor and the Jodoin Guarantor, each, a "**Guarantor**", and collectively, the "**Guarantors**"); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Guaranty and the other documents evidencing, securing and guaranteeing the Loan, in their original form and as amended, are sometimes collectively referred to in this Agreement as the "**Loan Documents**").

C. Each of the Guarantors is a direct or indirect member of the Borrower and, having a financial interest in the Property, has agreed to execute and deliver this Modification.

D. Borrower desires to amend the Loan Documents to extend the Maturity Date, among other things, as herein set forth.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys' fees and costs in connection with this Modification; (iv) the covenants and agreements contained herein; (v) the Guarantors' reaffirmation of the Guaranty with respect to the Loan as amended herein; and (vi) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

# UNOFFICIAL COPY

1. **Recitals.** The Recitals set forth above are incorporated into and made part of this Modification.

2. **Maturity Date.** The Maturity Date (as defined in the Note) shall be amended and extended to December 22, 2025. All references in the Loan Documents to the Maturity Date shall hereinafter mean December 22, 2025.

3. **Principal Balance of Loan.** The current outstanding principal balance of the Loan is \$6,943,617.30.

4. **Modification of Note.** Concurrently with the execution and delivery of this Modification, Borrower shall execute and deliver to Lender a Note Modification Agreement (the "**Note Modification Agreement**"), which Note Modification Agreement shall extend the Maturity Date of the Loan, among other things, as therein set forth.

5. **Modification of Loan Agreement.** Section 6.7(a) of the Loan Agreement shall be amended to provide that as of December 31, 2021 and as of December 31 of each year thereafter:

"Borrower will maintain a Debt Service Coverage Ratio (as defined herein) for each fiscal year of at least 1.20:1.00. For purposes hereof, the "**Debt Service Coverage Ratio**" will mean prior to distributions of any kind Borrower's Net Operating Income (as hereinafter defined) divided by Debt Service (as hereinafter defined). "**Debt Service**" shall mean all actual interest expense and scheduled principal amortization of the total Loan. As used herein, "**Net Operating Income**" shall mean all rental income from tenants in occupancy that are paying rent under leases that are not in default (including minimum rent, additional rent, escalation and pass through payments) actually received in the previous twelve (12) months arising from the ownership and operation of the Premises (excluding tenant security deposits and rent paid during the previous twelve (12) months by any tenant for more than twelve (12) months of rental obligations) *less the sum* of all costs, taxes, expenses and disbursements or distributions of every kind, nature or description actually paid or due and payable during the previous twelve (12) months in connection with the leasing, management (including a management fee equal to the greater of (A) five percent (5%) of gross rental income for the Property, or (B) the actual management fee being charged), operation, maintenance and repair (including a replacement reserve equal to \$0.15 per gross building square foot), and a vacancy factor equal to the greater of (A) five percent (5%) of the Property, or (B) the actual vacancies at the Property, all without duplication, of the Property and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by the Centier; all of the foregoing as reasonably determined by Centier."

6. **Notices.** Copies of all notices to Borrower or Guarantor required under the Loan Documents shall be sent to:

# UNOFFICIAL COPY

**MADDEN, JIGANTI, MOORE & SINARS LLP**  
 190 South LaSalle Street #1700  
 Chicago, Illinois 60603  
 Attn: Graham Conatser

7. **Representations and Warranties of Borrower and Guarantors.** Each of Borrower and each Guarantor hereby represents, covenants and warrants to Lender as follows:

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

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

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

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

(e) As of the date hereof, neither Borrower nor Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower and Guarantor. This Modification has been duly executed and delivered on behalf of Borrower and Guarantor.

8. **Consent of Guarantors and Reaffirmation of Guaranty.** Each Guarantor hereby consents to this Modification and the Note Modification Agreement and ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Modification. The representations and warranties of Guarantor in the Guaranty are, as of this date, true and correct in all material respects and Guarantor knows of no default thereunder. The Guaranty, as it may have been amended, continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

9. **Release by Borrower and Guarantors.** Each of Borrower and each Guarantor hereby releases and forever discharges Lender and its past and present officers, directors, employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns

# UNOFFICIAL COPY

of and from any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, in law or in equity, which Borrower or Guarantor has, may have had, own or hold, or at any time heretofore had, may have had, owned or held, whether based on contract, tort, statute, or other legal or equitable theory of recovery, relating to, or arising out of the Loan, the Note, the Loan Documents, this Modification or the Property.

10. **Waiver of Defenses.** Each of Borrower and each Guarantor acknowledges that neither Borrower nor Guarantor has any defenses, offsets, or counterclaims under the Loan, the Note or the Loan Documents. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's and Guarantor's agreement to amend the Loan.

11. **Title Policy.** Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a date down endorsement to loan policy no. **158978806NC** (the "**Title Policy**"), as of the date this Modification is recorded, reflecting the recording of this Modification, and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy, as applicable, as of its date of issuance and any other encumbrances expressly agreed to by Lender.

12. **Expenses.** As a condition precedent to the agreements contained in this Modification, Borrower shall pay all out-of-pocket costs and expenses actually incurred by Lender in connection with this Modification, including, but not limited to, title charges, recording fees, appraisal fees and reasonable legal fees, if any.

13. **Miscellaneous.**

(a) THIS MODIFICATION IS GOVERNED BY AND SHOULD BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

(b) This Modification may not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Modification, and Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The parties state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

# UNOFFICIAL COPY

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

(d) Borrower, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement," "Note," the "Mortgage," the "Assignment of Rents," the "Guaranty," or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Guaranty and the other Loan Documents as amended from time to time. The paragraph and section headings used in this Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

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


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURES APPEAR ON FOLLOWING PAGE]**

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Modification of Mortgage and Loan Documents was executed as of the date and year set forth above.

**LENDER:**

**CENTIER BANK**, an Indiana state bank

By:   
Name: Jennifer Willis  
Its: Vice President

**BORROWER:**

**LSCD OF GALEWOOD, LLC**, an Illinois limited liability company

By: LSC Development, LLC, an Illinois limited liability company,  
is: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, this Modification of Mortgage and Loan Documents was executed as of the date and year set forth above.

**LENDER:**

**CENTIER BANK**, an Indiana state bank

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BORROWER:**

**LSCD OF GALEWOOD, LLC**, an Illinois limited liability company

By: LSC Development, LLC, an Illinois limited liability company,

its: Manager

By: 

Name: Jean L. Jodan

Its: Manager

Property of Cook County Clerk's Office

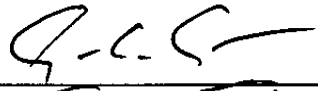





# UNOFFICIAL COPY


**GUARANTORS:**


**LSC DEVELOPMENT, LLC**, an Illinois limited liability company

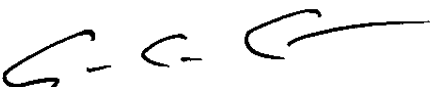
By:   
Name: Jean L. Jodoin  
Its: Manager

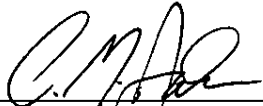
  
**CHRISTOPHER S. BARRY**, individually

  
**CHRISTOPHER S. BARRY**, as Trustee of the Dacien D. Barry 2012 Family Trust and as Trustee of the Christopher S. Barry Trust dated December 6, 1999

  
**DACIEN D. BARRY**, as Trustee of the Christopher S. Barry 2012 Family Trust

  
**JEAN L. JODOIN**, individually

  
**JEAN L. JODOIN**, as Trustee of the Christine M. Jodoin 2012 Family Trust and as Trustee of the Jean L. Jodoin Trust dated February 10, 2000

  
**CHRISTINE M. JODOIN**, as Trustee of the Jean L. Jodoin 2012 Family Trust

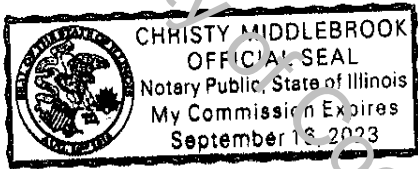
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Jean Jodan, the Manager of LSC Development, LLC, an Illinois limited liability company, as Manager of **LSCD OF GALEWOOD, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/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 companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2021.

[SEAL]



Christy Middlebrook  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Jean Jodan, the Manager of LSC DEVELOPMENT, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/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 11 day of January, 2021.

[SEAL]



Christy Middlebrook  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **CHRISTOPHER S. BARRY**, individually, as Trustee of the **DACIEN D. BARRY 2012 FAMILY TRUST**, and as Trustee of the **CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual and trustee, 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 Trusts, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2021.

[SEAL]



*Christy Middlebrook*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **DACIEN D. BARRY**, as Trustee of the **CHRISTOPHER S. BARRY 2012 FAMILY TRUST**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual and trustee, 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 Trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2021.

[SEAL]



*Christy Middlebrook*  
Notary Public

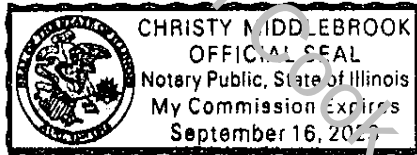
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **JEAN L. JODOIN**, individually, as Trustee of the **CHRISTINE M. JODOIN 2012 FAMILY TRUST**, and as Trustee of the **JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual and trustee, 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 Trusts, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2021.

[SEAL]



*Christy Middlebrook*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **CHRISTINE M. JODOIN**, as Trustee of the **JEAN L. JODOIN 2012 FAMILY TRUST**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual and trustee, 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2021.

[SEAL]



*Christy Middlebrook*  
Notary Public

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Parcel 1:

A parcel of Land consisting of part of the South East 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, together with a part of each of Lots 1 to 6 inclusive, in Block 9 and a part of vacated West Armitage Avenue and of vacated North Nagle Avenue Adjoining said Block 9, all in A. Gale's Subdivision of the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, which parcel of Land is bounded and described as follows:

commencing at a point on the East line of Block 8 in A. Gale's Subdivision aforesaid at a point which is 419.70 feet North from the Southeast corner of said Block 8, said point being at the Northeast corner of property conveyed by Deed dated July 21, 1953 and recorded in the office of the recorder of Cook County, Illinois on July 28, 1953 as document number 15681069 and running thence Northwestwardly along the Northerly line of the property so conveyed, a distance of 133.50 feet to a point of curve which is 432.61 feet more or less North from the South line of said Block 8, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Southwest having a radius of 1960.88 feet and being tangent to said last described course) a distance of 266.04 feet to a point of beginning at the most Southerly corner of said hereinafter described parcel of Land which point of beginning is 476.24 feet more or less North from a Westward extension of the South line of said Block 8, thence continuing Northwestwardly along an arc of said last described circle a distance of 298.52 feet to a point 566.88 feet North from the South line of said Block 9, thence continuing Northwestwardly along said Northerly property line (which is here a straight line) a distance of 83.0 feet to a point 598.04 feet North from the South line of said Block 9, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Southwest having a radius of 1332.57 feet) a distance of 207.21 feet to a point 690.74 feet North from the South line of Block 10 in said A. Gale's Subdivision, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Northeast having a radius of 769.02 feet) a distance of 20.23 feet to a point 700.93 feet North from the South line of said Block 10, Thence Northeastwardly along a Straight Line Normal to said last described arc, a distance of 120.98 feet to a point, which is 895.98 feet measured perpendicularly West from a northward extension of the East line of said Block 8, thence South eastwardly along a straight line, a distance of 116.83 feet to a point which is 760.68 feet, measured perpendicularly North from the South line of said Block 9, thence southeastwardly along the arc of a circle convex to the Southwest having a radius of 2371.39 feet a distance of 273.30 feet to a point which is 657.06 feet measured perpendicularly North from the South line of said Block 9 and which is also the most Westerly corner of the parcel of Land conveyed by deed dated October 11, 1961 and recorded in said recorder's office on October 16, 1961 as document number 18303114 thence Southeastwardly along a straight line being a Southerly line of the parcel of Land so conveyed a distance of 184.00 feet to a point which is 366.50 feet measured perpendicularly West from the East line of said Block 8, thence Southwardly along a

# UNOFFICIAL COPY

straight Line, being a Westerly line of said last mentioned parcel of Land, a distance of 117.14 feet to the point of beginning in Cook County, Illinois also:

## Parcel 2:

That part of the South East 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, together with a part of each of Lots 1 to 7 inclusive in Block 8; and a part of vacated West Armitage Avenue and of vacated North Nagle Avenue and adjoining said Block 8, all in A. Gales Subdivision in the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, said parcel of Land being described as follows: beginning at a point on the East line of said Block 8 which is 419.70 feet North from the Southeast corner thereof, said point of beginning being the Northeast Corner of a tract of Land conveyed by Deed dated July 21, 1953 and recorded July 28, 1953 in the recorder's office of Cook County, Illinois as document 15681069 and running thence Northwestwardly along the Northerly line of said tract of Land so conveyed, a distance of 133.50 feet to a point of curve, said point of curve being 432.61 feet more or less North from the South line of said Block 8; thence continuing Northwestwardly along said Northerly line of a tract of Land so conveyed being the arc of a circle convex to the Southwest having a radius of 1960.88 feet and tangent to the last described course, a distance of 266.04 feet to a point which is 476.24 feet more or less North from a Westward extension of the South line of said Block 8; thence Northwardly along a straight line normal to said last described arc a distance of 117.14 feet to a point 366.50 feet measured perpendicularly West from the East line of said Block 8; thence Northwestwardly along a straight line a distance of 184 feet to a point 657.06 feet measured perpendicularly North from a Westward extension of the South line of said Block 8; thence Southeastwardly along the arc of a circle convex to the Southwest and having a radius of 2302.01 feet, a distance of 550.26 feet to a point on the East line of said Block 8 which is 549.64 feet North from said Southeast corner thereof and thence South along the East line of said Block 8, a distance of 129.94 feet to the place of beginning, in Cook County, Illinois.

## Parcel 3:

That part of the Northeast 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point in the West line of said Southeast 1/4 of the Northeast 1/4 which is 800.10 feet North of the point of intersection of the West line of said Northeast 1/4 of the Southeast 1/4 with the South line extended West of Block 10 of A. Gale's Subdivision in the Southeast 1/4 of said Section 31; thence Southeasterly on an arc convex to the Northeast and having a radius of 769.02 feet a distance of 190.48 feet to a point; the tangent of said arc at its point of beginning makes an angle with the West line of said Southeast 1/4 of Northeast 1/4 of 86 degrees 13 minutes in the Southeast quadrant, said point being the point of beginning of the following described tract of Land, to wit: thence continuing Easterly on said described curve, having a radius of 769.02 feet, an arc length of 182.02 feet to a point of reverse curve; thence Easterly along a curve to the right, having a radius of 1332.57 feet, an arc length of 88.06 feet; thence South along a line that forms an angle of 119 degrees 35 minutes 49 seconds to the left of the chord line of the last described curve and parallel with the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 31, 246.62 feet to a point that is 401.77 feet North of the South line of said Block 10; thence West along a line that forms an angle of 89 degrees 33 minutes 18 seconds to the left of the last described line, being along a line parallel with the South line of said

# UNOFFICIAL COPY

Block 10, 220.0 feet to a point that is 208.0 feet East of the West line of said Southeast 1/4 of the Northeast 1/4; thence Northerly along a line that forms an angle of 90 degrees 26 minutes 42 seconds to the left of the last described line, being along a line that is parallel with the West line of said Southeast 1/4 of the Northeast 1/4 236.20 feet to a point of curve; thence along a curve to the left tangent to the last described line, having a radius of 348.55 feet and an arc length of 85.78 feet to a point of tangency; thence Northerly, tangent to the last described curve, 44.74 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 4:

Easement in favor of parcel 3 as created by Grant of Easement Agreement made by Cobra Electronics Corporation, a Delaware Corporation and between Jim, Jack and Clay bone et al., an Illinois General Partnership, recorded April 6, 2005 as document number 0509602405, for ingress and egress over the following tract of Land: that part of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point 401.77 feet North of the South line of Block 10 in A. Gales Subdivision in the Southeast 1/4 of said Section 31, and 33.0 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence Easterly parallel with the South line of said Block 10, 278.0 feet; thence Southerly at right angles to the last described line, 24.0 feet; thence Westerly parallel with the South line of Block 10, 277.81 feet to a point that is 33.0 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence Northerly parallel with said West line 24.0 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 5:

Easement for the benefit of parcel 1 as reserved in Warranty Deed from Chicago, Milwaukee St. Paul and Pacific Railroad Company to La Salle National Bank, as Trustee under trust number 27588 dated October 11, 1961 and recorded October 16, 1961 as document number 18303114 and as created by Deed from Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Radio Steel and Mfg. Company, a corporation of Illinois, dated August 14, 1969 and recorded August 29, 1969 as document number 20945152 for ingress and egress over the Land described as follows: a strip of Land 18 feet wide across Lots 1 to 7 inclusive and across a part of vacated North Nagle Avenue adjoining said Lot 7, in Block 8 in A. Gale's Subdivision in the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, said strip of Land being described as follows: beginning at a point on the East line of said Block 8 which is 419.70 feet North from the Southeast corner thereof, said point of beginning being the Northeast Corner of a tract of Land conveyed by deed dated July 21, 1953 and recorded on July 26, 1953 in the office of the recorder of deeds of Cook County, Illinois as document number 15681069 and running thence Northwestwardly along the Northerly line of the strip of Land so conveyed, a distance of 133.50 feet to a point of curve said point of curve being 432.61 feet more or less, North from the South line of said Block 8, Thence Continuing Northwestwardly along said Northerly line of the tract of Land, so conveyed being the arc of a circle convex to the Southwest, having a radius of 1960.88 feet and tangent to the last described course, a distance of 266.04 feet to a point which is 476.24 feet more or less North from a westward extension of the South line of said Block 8, thence Northwardly along a straight Line normal to said last described arc, a distance of 18 feet, thence Southeastwardly along the arc of a circle, convex to the Southwest, having a radius of 1942.88 feet and being 18 feet Northeasterly from and



# UNOFFICIAL COPY

concentric with said first described arc, a distance of 263.60 feet thence southeastwardly along a straight line tangent to the last described arc and 18 feet Northerly from the first herein described course, a distance of 131.58 feet to the East line of said Block 8 and thence South along the East line of said Block 8, a distance of 18.10 feet to the point of beginning all in Cook County, Illinois.

**Parcel 6:**

A non-exclusive easement for the benefit of parcels 1, 2 & 3 as created by easement agreement dated November 24, 2015 and recorded November 25, 2015 as document number 1532913030 for the purpose of ingress, egress, road maintenance, drainage, security fence and utilities as described and depicted on Exhibit "D" attached thereto.

Permanent Tax Numbers: 13-31-205-041-0000  
13-31-205-048-0000  
13-31-205-053-0000  
13-31-425-008-0000  
13-31-425-010-0000  
13-31-425-013-0000

Commonly known as: 1944 & 1950 North Narragansett Avenue  
Chicago, Illinois 60639