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Doc#. 2128806166 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/15/2021 08:43 AM Pg: 1 of 22

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10-14-21

Prepared by and to be Returned to:

Alvin L. Kruse
Seyfarth Shaw LLP
233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

Permanent Tax Index Numbers
and Address: See Exhibit A

FOURTH MODIFICATION AGREEMENT (Owner and Operator Loans)

THIS FOURTH MODIFICATION AGREEMENT (Owner and Operator Loans) dated as of September 14, 2021 (this "Agreement"), is entered into by and among **BELLWOOD PROPERTY, LLC**, an Illinois limited liability company (the "Owner"), **BELLWOOD NURSING CENTER, LLC**, an Illinois limited liability company, d/b/a/ Bellwood Developmental Center (the "Operator"), **JOSEPH BRANDMAN** ("J. Brandman"), **DALIA BRANDMAN** ("D. Brandman"), **MICHAEL NUDELL** ("Nudell") and **YEHUDIT GOLDBERG** ("Goldberg") (the Owner, the Operator, J. Brandman, D. Brandman, Nudell and Goldberg being referred to herein collectively as the "Borrower Guarantor Parties"), **CIBC BANK USA**, an Illinois banking corporation (the "Lender"), formerly known as The PrivateBank and Trust Company ("PrivateBank"), whose corporate name was changed to CIBC Bank USA on September 18, 2017.

RECITALS

A. The Owner, the Operator, J. Brandman, D. Brandman and the Lender heretofore entered into the following documents (collectively, the "Owner Loan Documents"), which provided for a loan by the Lender to the Owner (the "Owner Loan"), it being understood that in the case of any Owner Loan Document with a date prior to September 18, 2017, the name of the Lender on the date of such Owner Loan Document was The PrivateBank and Trust Company:

(i) Loan Agreement dated as of May 22, 2012 (the "Owner Loan Agreement"), by and between the Owner and the Lender.

(ii) Promissory Note dated May 22, 2012 (the "Owner Loan Note"), from the Owner to the Lender in the principal amount of \$2,150,000.

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(iii) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 22, 2012 (the “Mortgage”), by the Owner to and for the benefit of the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 2012, as Document No. 1215741013.

(iv) Assignment of Rents and Leases dated as of May 22, 2012 (the “Assignment of Rents”), by the Owner to and for the benefit of the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 2012, as Document No. 1215741014.

(v) Environmental Indemnity Agreement dated as of May 22, 2012, by the Owner, the Operator, J. Brandman and D. Brandman to and for the benefit of the Lender.

(vi) Guaranty of Payment and Performance dated as of May 22, 2012, by the Operator, J. Brandman and D. Brandman to and for the benefit of the Lender.

B. The Owner Loan Documents were previously modified and amended by the following documents (the “Owner Loan Previous Modifications”): (i) Modification Agreement dated as of May 20, 2016, by and among the Owner, the Operator, J. Brandman, D. Brandman and the Lender (then known as The PrivateBank and Trust Company), recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 7, 2016, as Document No. 1615915038; (ii) Modification Agreement (Owner and Operator Loans) dated as of May 14, 2019 (the “Combined Loans First Modification”), by and among the parties to this Agreement, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 28, 2019, as Document No. 1914819012; (iii) Second Modification Agreement (Owner and Operator Loans) dated as of May 13, 2020 (the “Combined Loans Second Modification”), by and among the parties to this Agreement, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2020, as Document No. 2020907183; and (iii) Third Modification Agreement (Owner and Operator Loans) dated as of May 12, 2021 (the “Combined Loans Third Modification”), by and among the parties to this Agreement, recorded in the Office of the County Clerk of Cook County, Illinois, on July 12, 2021, as Document No. 2119306158.

C. The Owner Loan Documents, as modified and amended by the Owner Loan Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon.

D. The Operator, J. Brandman, Nudell, Goldberg and the Lender heretofore entered into the following documents (collectively, the “Operator Loan Documents”), which provided for a loan by the Lender to the Operator (the “Operator Loan”), it being understood that in the case of any Operator Loan Document with a date prior to September 18, 2017, the name of the Lender on the date of such Operator Loan Document was The PrivateBank and Trust Company:

(i) Loan and Security Agreement dated as of May 22, 2012 (the “Operator Loan Agreement”), by and between the Operator and the Lender.

(ii) Promissory Note dated May 22, 2012 (the “Operator Loan Note”), from the Operator to the Lender in the principal amount of \$1,600,000.

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(iii) Guaranty of Payment and Performance dated as of May 22, 2012, by J. Brandman, Nudell and Goldberg to and for the benefit of the Lender.

E. The Operator Loan Documents were previously modified and amended by the following documents (the “Operator Loan Previous Modifications”), it being understood that in the case of any Operator Loan Previous Modification with a date prior to September 18, 2017, the name of the Lender on the date of such Operator Loan Previous Modification was The PrivateBank and Trust Company: (i) Modification Agreement dated as of May 21, 2013, by and among the Operator, J. Brandman, Nudell, Goldberg and the Lender; (ii) Second Modification Agreement dated as of May 19, 2014, by and among said parties; (iii) Third Modification Agreement dated as of May 19, 2015, by and among said parties; (iv) Fourth Modification Agreement dated as of May 17, 2016, by and among said parties; (v) Fifth Modification Agreement dated as of May 16, 2017, by and among said parties; (vi) Sixth Modification Agreement dated as of May 15, 2018, by and among said parties; (vii) the Combined Loans First Modification; (viii) the Combined Loans Second Modification; and (ix) the Combined Loans Third Modification.

F. The Owner Loan Documents and the Operator Loan Documents are sometimes referred to in this Agreement collectively as the “Documents”, and the Owner Loan Previous Modifications and the Operator Loan Previous Modifications are sometimes referred to in this Agreement collectively as the “Previous Modifications”.

G. The Lender is also the lender under the “Crestview Owner Loan” (as defined in the Combined Loans First Modification), and under the “Crestview Operator Loan” (as defined in the Combined Loans Second Modification). In documents relating to the Crestview Owner Loan, the Crestview Operator Loan is sometimes referred to as the “New Operator Loan”. For the avoidance of doubt, the Crestview Operator Loan, as that term is defined and used in the Combined Loans Second Modification, and as used in the Combined Loans Third Modification and in this Agreement, is the same loan as the loan that is sometimes referred to as the “New Operator Loan” in documents relating to the Crestview Owner Loan.

H. Under the terms of the Documents as modified and amended by the Previous Modifications, the terms of the Crestview Owner Loan Documents (as defined in the Combined Loans First Modification), as modified and amended, and the terms of the Crestview Operator Loan Documents (as defined in the Combined Loans Second Modification), as modified and amended, the Owner Loan, the Operator Loan, the Crestview Owner Loan, and the Crestview Operator Loan are fully cross-collateralized and cross-defaulted.

I. The parties desire to make certain modifications and amendments to the Documents, as modified and amended by the Previous Modifications, as more fully provided for herein, all as modifications, amendments and continuations of, but not as novations of, the Documents.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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Section 1. Recitals Part of Agreement; Defined Terms; References to Documents.

(a) The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

(b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Owner Loan Agreement, as modified and amended by the Owner Loan Previous Modifications, or if not defined in the Owner Loan Agreement, the meanings set forth in the Operator Loan Agreement, as modified and amended by the Operator Loan Previous Modifications.

(c) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Date of Owner Loan. The maturity date of the Owner Loan and the Owner Loan Note is hereby extended from September 14, 2021, to September 14, 2026, and all of the Documents, as modified and amended by the Previous Modifications, are hereby modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this Section, the date "September 14, 2021" is hereby changed to "September 14, 2026" each time it appears in the Documents, as modified and amended by the Previous Modifications, in reference to the maturity date of the Owner Loan and the Owner Loan Note, including, without limitation, in the definition of the term "Maturity Date" in Section 1.1 of the Owner Loan Agreement, in Section 1 of the Owner Loan Note, and in Recital paragraph A of the Mortgage, each as modified and amended by the Previous Modifications.

Section 3. Extension of Maturity Date of Operator Loan. The maturity date of the Operator Loan and the Operator Loan Note is hereby extended from September 14, 2021, to September 13, 2022, and all of the Documents, as modified and amended by the Previous Modifications, are hereby modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this Section, the date "September 14, 2021" is hereby changed to "September 13, 2022" each time it appears in the Documents, as modified and amended by the Previous Modifications, in reference to the maturity date of the Operator Loan and the Operator Loan Note, including, without limitation in the definition of the term "Maturity Date" in Section 1.1 of the Operator Loan Agreement and in Section 1 of the Operator Loan Note, each as modified and amended by the Previous Modifications, and the maturity date of the Operator Loan stated in Recital paragraph C of the Mortgage, as modified and amended by the Previous Modifications, is hereby changed to "September 13, 2022".

Section 4. Change in Interest Rate on Owner Loan. The definition of the term "Applicable Margin" in Section 2.1(a) of the Note, as most recently modified and amended by the Owner Loan Previous Modifications, is hereby modified and amended in its entirety to read as follows, effective as of the date of this Agreement, with the existing and prior definitions of the term "Applicable Margin" in Section 2.1(a) of the Note, as from time to time in effect prior to the date of this Agreement, to remain in effect for the respective applicable periods prior to the date of this Agreement:

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“Applicable Margin” means (i) in the case of the LIBOR Rate 3.50%, and (ii) in the case of the Floating Rate, 0.75%.

Section 5. Extension Fee. As a condition precedent to the agreements of the Lender provided for in this Agreement, on the date of the execution and delivery of this Agreement, the Borrower shall pay to the Lender a non-refundable extension fee in the amount of \$16,069.40.

Section 6. Consent by Parties to Crestview Owner Loan Documents and Crestview Operator Loan Documents. The undersigned parties to the Crestview Owner Loan Documents and Crestview Operator Loan Documents hereby consent to the modifications and amendments to the Documents that are provided for in this Agreement.

Section 7. Attachment to Notes. The Lender may, and prior to any transfer by it of the Owner Loan Note or the Operator Loan Note shall, attach a copy of this Agreement to the original of such Note, and place an endorsement on such original Note, making reference to the fact that such attachment has been made.

Section 8. Representations and Warranties. The term **“Signing Entity”** as used in this Section means any entity (other than a Borrower/Guarantor Party itself) that appears in the signature block of any Borrower/Guarantor Party in this Agreement, any of the Documents or any of the Previous Modifications, if any. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Lender as follows as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement:

(a) Each of the Owner and the Operator is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modifications to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.

(b) Each of J. Brandman, D. Brandman, Nudell and Goldberg is under no legal disability and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modifications to which he or she is a party and to perform and consummate the transactions contemplated hereby and thereby.

(c) Each Signing Entity is duly organized, validly existing and in good standing under the laws of the State in which it is organized, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute this Agreement, the Documents and the Previous Modifications in the capacity shown in each signature block contained in this Agreement, the Documents and the Previous Modifications in which its name appears, and such execution has been duly authorized by all necessary legal action applicable to such Signing Entity.

(d) This Agreement, the Documents and the Previous Modifications have been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement, the Documents and the Previous Modifications constitute valid and legally binding obligations enforceable against such of the Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement, the Documents and the Previous

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Modifications and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the organizational documents of any Borrower/Guarantor Party or any Signing Entity, or any agreement or other instrument to which any of the Borrower/Guarantor Parties or any Signing Entity is a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.

(e) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents and the Previous Modifications to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modifications, with the exception of any Defaults or Events of Default that are waived in this Agreement (if any).

(f) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents or the Previous Modifications, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties or any Signing Entity, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents or the Previous Modifications, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.

(g) The statements contained in the Recitals to this Agreement are true and correct.

Section 9. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Lender, by entering into this Agreement, does not waive any existing or future Default or Event of Default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Lender has not heretofore waived any Default or Event of Default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge and agree that they do not have any defense, setoff or counterclaim to the payment or performance of any of their obligations under, or to the enforcement by the Lender of, the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein, including, without limitation, any defense, setoff or counterclaim based on the covenant of good faith and fair dealing, or if any defense, setoff or counterclaim does exist, the Borrower/Guarantor Parties hereby waive and release the same. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement. Electronic records of executed documents maintained by the Lender shall be deemed to be originals thereof.

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Section 10. Certifications, Representations and Warranties. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Lender that all certifications, representations and warranties contained in the Documents and the Previous Modifications and in all certificates heretofore delivered to the Lender are true and correct as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.

Section 11. Entire Agreement; No Reliance. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth. The Borrower/Guarantor Parties acknowledge that they are executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

Section 12. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 15. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Borrower/Guarantor Parties and the Lender, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

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Section 16. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Agreement maintained by the Lender shall be deemed to be an original.

Section 17. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 18. Waiver of Trial by Jury. **THE PROVISIONS OF THE OWNER LOAN AGREEMENT AND THE OPERATOR LOAN AGREEMENT AND THE OTHER DOCUMENTS RELATING TO WAIVER OF TRIAL BY JURY SHALL APPLY TO THIS AGREEMENT.**

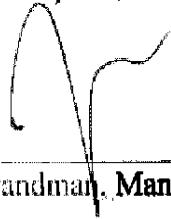
[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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


BELLWOOD PROPERTY, LLC

By


Joseph Brandman, Manager

BELLWOOD NURSING CENTER, LLC

By


Joseph Brandman, Manager


Joseph Brandman

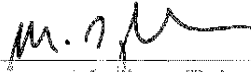

Dalia Brandman


Michael Nudell


Yehudit Goldberg

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CIBC BANK USA

By 
Matthew Tyler, Managing Director

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Bellwood Property, LLC, an Illinois limited liability company, on behalf of the company.

Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Bellwood Nursing Center, LLC, an Illinois limited liability company, on behalf of the company.

Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



UNOFFICIAL COPY

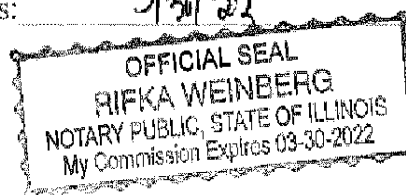
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6 day of October, 2021,
 by Joseph Brandman.

Rifka Weinberg
 Printed Name: Rifka Weinberg

Notary Public

Commission Expires: 3/30/22



STATE OF ILLINOIS)
)
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6 day of October, 2021,
 by Dalia Brandman.

Rifka Weinberg
 Printed Name: Rifka Weinberg

Notary Public

Commission Expires: 3/30/22



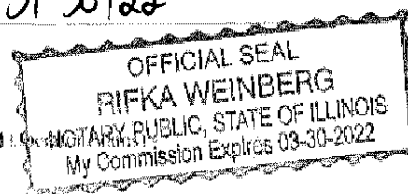
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6 day of October, 2021,
 by Michael Nudell.

Rifka Weinberg
 Printed Name: Rifka Weinberg

Notary Public

Commission Expires: 3/30/22

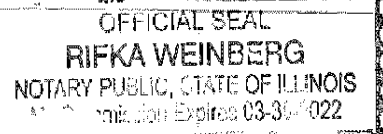


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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021,
 by Yehudit Goldberg.

Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 2/30/22



STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this _____ day of October, 2021,
 by Matthew Tyler, Managing Director of CIBC Bank USA, an Illinois banking corporation, on
 behalf of the corporation.

Printed Name: _____
 Notary Public
 Commission Expires: _____

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

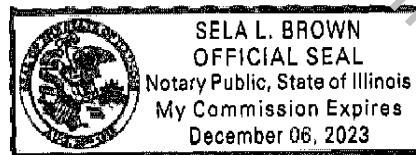
The foregoing instrument was acknowledged before me this ____ day of October, 2021, by Yehudit Goldberg.

Printed Name: _____
 Notary Public _____
 Commission Expires: _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Matthew Tyler, Managing Director of CIBC Bank USA, an Illinois banking corporation, on behalf of the corporation.

Printed Name: Sela L. Brown
 Notary Public _____
 Commission Expires: 12-06-2023



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CONSENT OF PARTIES TO CRESTVIEW OWNER LOAN DOCUMENTS AND CRESTVIEW OPERATOR LOAN DOCUMENTS

The undersigned parties, in their capacity as parties to the Crestview Owner Loan Documents and Crestview Operator Loan Documents, hereby consent to the foregoing Fourth Modification Agreement (Owner and Operator Loans).

CRESTVIEW PROPERTY, LLC

By

Joseph Brandman, Manager

CRESTVIEW ALF PROPERTY, LLC

By

Joseph Brandman, Manager

CRESTVIEW NURSING & REHABILITATION, LLC

By

Joseph Brandman, Manager

CRESTVIEW APT, LLC

By

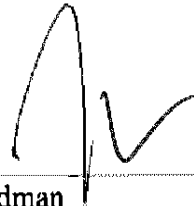
Joseph Brandman, Manager

CRESTVIEW HOME HEALTH, LLC

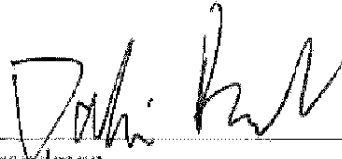
By

Joseph Brandman, Manager

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Joseph Brandman



Dalia Brandman

Property of Cook County Clerk's Office

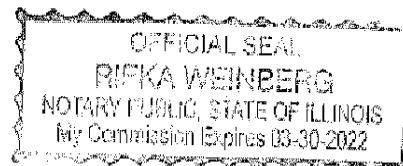
UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Crestview Property, LLC, an Iowa limited liability company, on behalf of the company.

Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Crestview ALF Property, LLC, an Iowa limited liability company, on behalf of the company.

Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Crestview Nursing & Rehabilitation, LLC, an Iowa limited liability company, on behalf of the company.

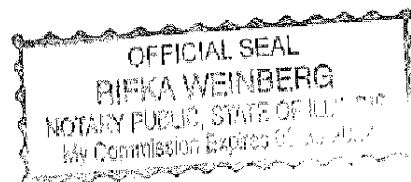
Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Crestview APT LLC, an Iowa limited liability company, on behalf of the company.

Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman, Manager of Crestview Home Health, LLC, an Iowa limited liability company, on behalf of the company.

Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22

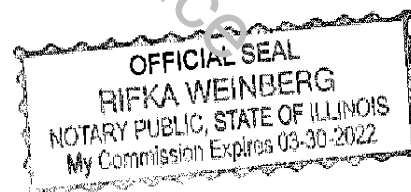
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS



The foregoing instrument was acknowledged before me this 6 day of October, 2021, by Joseph Brandman.

Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6 day of October, 2021,
 by Dalia Brandman.

Rifka Weinberg
 Printed Name: Rifka Weinberg
 Notary Public
 Commission Expires: 3/30/22



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: (105 Eastern Avenue, Bellwood, Illinois 60104)

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ 527.00 FEET SOUTH OF THE SOUTH OF RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY, PREDECESSOR OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME WAS LOCATED AND ESTABLISHED IN 1848; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$, A DISTANCE OF 149.42 FEET TO A POINT, SAID POINT BEING ALSO DISTANT 50 FEET SOUTHERLY, MEASURED RADially, FROM THE CENTER LINE OF THE SOUTHERLY (WESTBOUND) MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE EASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 5779.65 FEET (THE LONG CHORD OF WHICH FORMS AN ANGLE OF 88 DEGREES 28 MINUTES 09 SECONDS MEASURED CLOCKWISE IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF THE SAID NORTHEAST $\frac{1}{4}$ AND HAS A LENGTH OF 553.25 FEET, A DISTANCE OF 553.49 FEET TO A POINT OF TANGENT; THENCE EASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 121.95 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 136 DEGREES 19 MINUTES 36 SECONDS MEASURED COUNTERCLOCKWISE, FROM THE LAST DESCRIBED LINE A DISTANCE OF 243.09 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 110 DEGREES 24 MINUTES 19 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 43.7 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A CURVED LINE THEREIN TO BE KNOWN AS LINE 'A' CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 758.60 FEET AND EXTENDING NORTHWESTERLY FROM A POINT IN THE SOUTH LINE OF THE AFORESAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, A DISTANCE OF 54.0 FEET WEST FROM THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD TO A POINT OF INTERSECTION WITH A LINE THEREIN TO BE KNOWN AS LINE 'B' DRAWN FROM A POINT IN THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD, 303 FEET SOUTH OF THE AFORESAID SOUTH LINE OF THE RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY, TO THE SAID POINT OF BEGINNING OF THE LAND THEREIN DESCRIBED, THE LAST SAID POINT OF INTERSECTION BEING 440 FEET WEST, AS MEASURED ALONG SAID LINE 'B' OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD; THENCE NORTHWESTERLY ALONG SAID LINE 'A', A DISTANCE OF 56.4 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH SAID LINE 'B';

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THENCE WESTERLY ALONG AFORESAID LINE 'B', A DISTANCE OF 799.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE WEST 95 FEET OF THE ABOVE-DESCRIBED TRACT) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: (105 EASTERN AVE., BELLWOOD, ILLINOIS)

THAT PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF EASTERN AVENUE 466.0 FEET NORTH OF GRANT STREET, AS WIDENED PER DOCUMENT NO. 18007308; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 450 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 112.95 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 362.05 FEET NORTH OF THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, 312.84 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 158.13 FEET TO A POINT ON AN ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 758.60 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, A DISTANCE OF 56.44 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD 303 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD TO A POINT ON THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$, 527 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY, SAID POINT OF INTERSECTION, BEING 440 FEET WEST OF THE WEST LINE OF THE CHICAGO JUNCTION RAILROAD AS MEASURED ALONG SAID DESCRIBED LINE; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 766.63 FEET MEASURED TO A POINT ON THE EAST LINE OF EASTERN AVENUE; THENCE SOUTH ALONG THE EAST LINE OF EASTERN AVENUE, 61.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 105 Eastern Avenue, Bellwood, Illinois 60104

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