

# UNOFFICIAL COPY



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THIS DOCUMENT PREPARED BY  
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TO:

Doc# 2205622025 Fee \$77.00

Katherine A. Attebery, Esq.  
Horwood Marcus & Berk Chartered  
500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/25/2022 02:13 PM PG: 1 OF 14

## FIRST MODIFICATION TO SECOND AMENDED AND RESTATED MORTGAGE

THIS FIRST MODIFICATION TO SECOND AMENDED AND RESTATED MORTGAGE (this "Modification") is dated as of December 17, 2020, by and among LOGAN SQUARE ALUMINUM SUPPLY, INC., an Illinois corporation ("Logan"), 2470 NORTH MILWAUKEE CORP., an Illinois corporation ("2470"), SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., an Illinois corporation ("Silver RE"), and SILVER-TOUHY, L.L.C., an Illinois limited liability company ("Silver-Touhy"), and collectively with Logan, 2470 and Silver RE, the "Mortgagor"), CIBC BANK USA, formerly known as The PrivateBank and Trust Company, in its capacity as a lender ("Lender") and as administrative agent and sole lead arranger ("Administrative Agent").

### WITNESSETH

A. Mortgagor and Lender entered into that certain Amended and Restated Loan and Security Agreement ("Loan Agreement") dated as of December 23, 2013, pursuant to which Lender extended to Mortgagor (i) a term loan in the original principal amount of \$22,500,000 (the "Term Loan"), evidenced by that certain Term Note dated December 23, 2013, in the original principal amount \$22,500,000 (the "Original Term Note"), and (ii) a revolving loan in the original principal amount not to exceed \$5,000,000 (the "Revolving Loan"), and together with the Original Term Loan, the "Original Loans"), evidenced by that certain Revolving Note in the principal amount of \$5,000,000 (the "Original Revolving Note"), and together with the Original Term Note, the "Original Notes"). The Original Notes were secured by, among other things, (i) that certain Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement (the "Original Mortgage") recorded in the Cook County Recorder of Deeds (the "Recorder") on December 26, 2013 as Document No. 1336022049, encumbering the real property legally described on the attached Exhibit A (the "Property").

B. Mortgagor and Lender entered into that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of June 18, 2014 (the "First Amendment"), pursuant to which, among other things, Lender extended an additional term loan to Mortgagor in the original principal amount of \$2,500,000.00 (the "Kohler Acquisition Loan"), which was evidenced by that certain Revolving Note dated June 18, 2014 in the original principal amount not to exceed \$2,500,000.00 (the "Original Kohler Acquisition Note").

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C. Mortgagor and Lender entered into that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 23, 2016 (the "Fourth Amendment"), pursuant to which, among other things, Studio 41 Arizona LLC ("Studio 41") was added as a Borrower, and Mortgagor and Studio 41 executed and delivered to Lender (i) that certain Amended and Restated Term Note, dated March 23, 2016 in the principal amount of \$19,125,000, which replaced the Original Term Note (the "Amended and Restated Term Note"); (ii) that certain Amended and Restated Kohler Acquisition Term Note March 23, 2016 in the principal amount of \$1,624,993, which replaced the Original Kohler Acquisition Note (the "Amended and Restated Kohler Acquisition Note"); and (iii) that certain Amended and Restated Revolving Note dated March 23, 2016 in the principal amount of \$6,500,000, which replaced the Original Revolving Note (the "Amended and Restated Revolving Note").

D. In connection with the Fourth Amendment, Mortgagor executed that certain Second Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement dated March 23, 2016, and recorded with the Recorder on March 31, 2016, as Document No. 1609141016, which replaced the Original Mortgage (the "Mortgage").

E. Mortgagor, Studio 41, and Lender entered into that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated as of October 24, 2017 (the "Sixth Amendment"), pursuant to which, among other things, Lender extended an additional term loan to Mortgagor and Studio 41 in the original principal amount of \$1,000,000.00 (the "2017 Term Loan"), which was evidenced by that certain Term Note dated October 24, 2017 in the original principal amount of \$1,000,000.00 (the "Original 2017 Term Note").

F. Mortgagor, Studio 41, Silver-Palatine LLC ("Silver Palatine", and collectively with Mortgagor and Studio 41, "Borrowers"), Administrative Agent, and Lender entered into that certain Eighth Amendment to Amended and Restated Loan and Security Agreement dated as March 22, 2019 (the "Eighth Amendment"), pursuant to which, among other things, (i) Lender extended an additional term loan to Borrowers in the original principal amount of \$1,600,000.00 (the "2019 Term Loan"), (ii) Lender extended an additional draw term loan to Borrowers in the principal amount of \$2,000,000.00 (the "Draw Term Loan", and collectively with the Revolving Loan, the Term Loan, the Kohler Acquisition Loan, the 2017 Term Loan, and the 2019 Term Loan, the "Loans"), and (iii) Silver-Palatine assumed all liabilities and obligations as a co-Borrower under the Loan Agreement.

G. Pursuant to the Eighth Amendment, Borrowers executed and delivered to Lender (i) that certain Second Amended and Restated Revolving Note in the principal amount not to exceed \$6,500,000.00 dated as of March 22, 2019, made payable to the order of Administrative Agent, which replaced the Amended and Restated Revolving Note (the "Revolving Note"), (ii) that certain Second Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$14,625,000.00, made payable to the order of Administrative Agent, which replaced the Amended and Restated Term Note (the "Term Note"), (iii) that certain Second Amended and Restated Kohler Acquisition Term Note dated as of March 22, 2019, in the original principal amount of \$124,981.00, made payable to the order of Lender, which replaced the Amended and Restated Kohler Acquisition Term Note (the "Kohler Acquisition Term Note"), (iv) that certain Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$749,995.00, executed by Borrowers and made payable to the order

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of Lender, which replaced the Original 2017 Term Note (the "2017 Term Note"), (v) that certain Draw Term Note dated as of March 22, 2019, in the original principal amount not to exceed \$2,000,000.00, executed by Borrowers and made payable to the order of Lender (the "Draw Term Note"), and (vi) that certain Amended and Restated Promissory Note dated as of March 22, 2019, in the original principal of \$1,600,000.00, made payable to the order of Lender (the "2019 Term Note" and collectively with the Revolving Note, the Term Note, Kohler Acquisition Note, the 2017 Term Note, the Draw Term Note, and any additional promissory notes required by Administrative Agent or any Lender from time to time to evidence the Loans, collectively, the "Notes").

H. Administrative Agent and Lender have requested that Mortgagor agree to amend the Mortgage to provide that the Mortgage secures all Notes and any Hedging Obligations (as defined in the Loan Agreement), and Mortgagor has agreed to such request by Administrative Agent and Lender.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and are hereby modified and amended as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. Amendments to Mortgage. The Mortgage is hereby amended and modified as follows:

(a) The definition of "Notes" wherever such term appears in the Mortgage, shall mean, collectively, (i) that certain Second Amended and Restated Revolving Note in the principal amount not to exceed \$6,500,000.00 dated as of March 22, 2019, executed by Borrowers and made payable to the order of Administrative Agent, (ii) that certain Second Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$14,625,000.00, executed by Borrowers and made payable to the order of Administrative Agent, (iii) that certain Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$749,995.00, executed by Borrowers and made payable to the order of Lender, (iv) that certain Second Amended and Restated Kohler Acquisition Term Note dated as of March 22, 2019, in the original principal amount of \$124,981.00, executed by Borrowers and made payable to the order of Lender, (v) that certain Draw Term Note dated as of March 22, 2019, in the original principal amount not to exceed \$2,000,000.00, executed by Borrowers and made payable to the order of Administrative Agent, and (vi) that certain Amended and Restated Promissory Note dated as of March 22, 2019, in the original principal of \$1,600,000.00, executed by Borrowers and made payable to the order of Administrative Agent.

(b) The ninth paragraph of the Mortgage is hereby deleted in its entirety and replaced with the following:

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“**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Notes, with interest thereon, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Notes and any of the other Loan Documents, all future advances and all other indebtedness of Mortgagor, Studio 41, and Silver-Palatine LLC, an Illinois limited liability company (“Silver Palatine”, and collectively with Mortgagor and Studio 41, “Borrowers”) to Lender whether now or hereafter existing, and all liabilities of Borrowers to Lender or any of its Affiliates under any agreement with respect to any swap, collar, cap, future, forward or derivative transaction, whether exchange-traded, over-the-counter or otherwise, including any involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments, any economic, financial or pricing index or basis, or any similar transaction, including any option with respect to any of these transactions and any combinations of these transactions (each a “Hedging Agreement”), including any and all cancellations, buy backs, reversals, terminations or assignments under any Hedging Agreement of Borrowers to Lender or any of its Affiliates from time to time (collectively, the “Secured Indebtedness” or “Indebtedness”) and also in consideration of \$10.00, the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate (“Real Estate”) located in Cook County, Illinois and described on Exhibit “A” attached hereto, subject only to covenants, conditions, easements and restrictions set forth on Exhibit “B” attached hereto, if any (“Permitted Encumbrances”);”

(c) Section 3 of the Mortgage is hereby deleted in its entirety and replaced with the following:

“3. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Notes, the Loan Documents and any other document given to Lender for further evidence, secure or guarantee the Secured Indebtedness shall be applied by Administrative Agent in accordance with Section 16.2 of the Loan Agreement.”

3. Representations and Warranties of Mortgagor. Mortgagor hereby represents, covenants and warrants to Lender, to the best of its knowledge, as follows:

(a) The representations and warranties in the Mortgage are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Mortgage, and Mortgagor 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 Mortgage.

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(c) The Mortgage is in full force and effect and, following the execution and delivery of this Modification, continues to be the legal, valid and binding obligations of Mortgagor, enforceable in accordance with its respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Mortgagor from the date of the most recent financial statements received by Lender.

(e) As of the date hereof, Mortgagor has no claims, counterclaims, defenses or set-offs with respect to the Mortgage as modified herein.

(f) Mortgagor is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Modification and to perform the Mortgage as modified herein. The execution and delivery of this Modification and the performance of the Mortgage as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Modification has been duly executed and delivered on behalf of Mortgagor.

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

5. Full Force and Effect. The provisions of the Mortgage, as respectively amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed.

6. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained, as amended.

7. Conflict. In the event of conflict between any of the provisions of this Modification, the provisions of this Modification shall control.

8. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage.

9. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

10. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[Signature pages follow]

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**MORTGAGOR:**

**2470 NORTH MILWAUKEE CORP.**

By:   
Name/Its: Louis Silver, President


**LOGAN SQUARE ALUMINUM SUPPLY, INC.**

By:   
Name/Its: Louis Silver, President

**SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**


By:   
Name/Its: Louis Silver, President

**SILVER-TOUHY, L.L.C.**

By:   
Name/Its: Louis Silver, Manager

**LENDER:**

**CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, as a Lender, Administrative Agent and sole lead arranger

By:   
Name: Andrew Kindelin  
Its: Commercial Lending Officer

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**MORTGAGOR:**

**2470 NORTH MILWAUKEE CORP.**

By:   
Name/Its: Louis Silver, President

**LOGAN SQUARE ALUMINUM SUPPLY, INC.**

By:   
Name/Its: Louis Silver, President

**SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**



By:   
Name/Its: Louis Silver, President

**SILVER-TOUHY, L.L.C.,**

By:   
Name/Its: Louis Silver, Manager

**LENDER:**

**CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, as a Lender, Administrative Agent and sole lead arranger

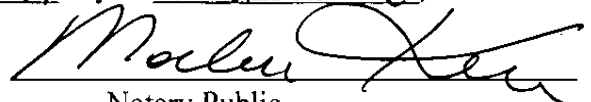
By:    
Name: Alison Murphy  
Its: Managing Director

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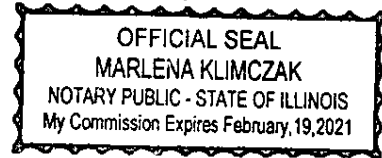
STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Silver, personally known to me as the President of **2470 NORTH MILWAUKEE CORP**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of NOVEMBER, 2020.

  
Notary Public

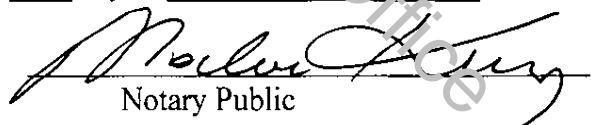
My Commission Expires: 02/19/2020



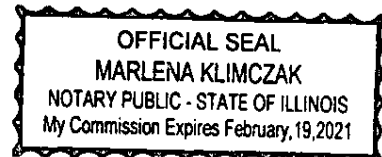
STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Silver, personally known to me as the President of **LOGAN SQUARE ALUMINUM SUPPLY, INC.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of NOVEMBER, 2020.

  
Notary Public

My Commission Expires: 02/19/2020





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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Silver, personally known to me as the President of **SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10TH day of NOVEMBER, 2020.

Marlena Klimczak  
Notary Public

My Commission Expires: 02/19/2020



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Silver, personally known to me as the President of **SILVER-TOUHY, L.L.C.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10TH day of NOVEMBER, 2020.

Marlena Klimczak  
Notary Public

My Commission Expires: 02/19/2020



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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alison Murphy personally known to me as the Managing Director of CIBC Bank USA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as such officer, as his/her own and free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of November, 2020.



Anne Howaniec  
Notary Public

[NOTARY PAGE TO FIRST MODIFICATION TO SECOND AMENDED AND RESTATED MORTGAGE]

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY, WHICH SAID 100 FOOT STRIP OF LAND WAS CONVEYED BY DEED RECORDED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932; EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 217.457 FEET THEREOF, AND EXCEPT THAT PART LYING SOUTH OF A LINE 307.50 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 4 ACRES OF THAT PART OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 LYING EAST OF THE 100 FEET STRIP AFORESAID CONVEYED BY DEED RECORDED AS DOCUMENT 596932, IN COOK COUNTY, ILLINOIS.

Common Address: 4029 West Wrightwood, Chicago, Illinois 60639  
PIN: 13-27-415-044-0000

#### PARCEL 2:

LOTS 37 TO 48 INCLUSIVE IN STATE STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 28 TO 33 INCLUSIVE IN WALSH'S SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84<sup>th</sup> Street, Chicago, Illinois 60620  
PIN: 20-33-407-019-0000, 20-33-407-020-0000, 20-33-407-021-0000, 20-33-407-022-0000,

#### PARCEL 3:

THAT PART OF THE NORTH 10 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF EAST

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1053.80 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-406-010-0000

## PARCEL 4:

A STRIP OF LAND LYING NORTH OF AND ADJOINING PARCEL 3, WHICH LIES BETWEEN SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 AND THE NORTH LINE OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-406-010-0000

## PARCEL 5:

THE EAST 250 FEET OF THAT PART OF THE NORTH 10 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST 803.86 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-406-009-0000

## PARCEL 6:

A STRIP OF LAND LYING NORTH AND ADJOINING THE FOLLOWING PARCEL 4:

(a) THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) (EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY THE CITY OF CHICAGO AND ALSO CONVEYED TO THE CITY OF CHICAGO), SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0

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DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(b) NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS UPON, OVER AND ACROSS ALL THOSE ENTRANCES, DRIVES, LANES, ROADWAYS AND SERVICE DRIVES AS CREATED BY RECIPROCAL EASEMENT AGREEMENT <RECCD SEPTEMBER 21, 1999, AS DOCUMENT 99890968 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE)(EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY AND CONVEYED TO THE CITY OF CHICAGO, AND ALSO EXCEPT FOR THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH LIES BETWEEN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH LINE OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-406-009-0000

PARCEL 7:

LOTS 25, 26, AND 27 IN WALSH'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-408-019-0000, 20-33-408-020-0000

PARCEL 8:

LOTS 31 TO 36 BOTH INCLUSIVE IN STATE STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-408-019-0000, 20-33-408-020-0000

PARCEL 9:

THE WEST 1/2 OF THE NORTH SOUTH 16 FOOT WIDE VACATED ALLEY LYING EAST OF AND ADJOINING PARCELS 7 AND 8 AFORESAID.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-408-019-0000

PARCEL 10:

ALL OF VACATED SOUTH LASALLE STREET LYING EAST OF AND ADJOINING PARCEL 2 AFORESAID AND LYING WEST OF AND ADJOINING PARCELS 7 AND 8 AFORESAID.

Common Address: 155 West 84th Street, Chicago, Illinois 60620  
PIN: 20-33-408-020-0000