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Doc#: 2213917078 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/19/2022 02:21 PM Pg: 1 of 13

This instrument was prepared by and,
after recording, return to:

Meltzer, Purtil & Stelle LLC
300 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Allen C. Balk

Permanent Tax Index No.:
See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto

This space reserved for Recorder's use only

FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES

GARBER PROPERTIES

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES ("Agreement") is made effective as of April 19, 2022, by and among **99TH STREET RIDGELAND PLAZA, LLC**, an Illinois limited liability company ("Ridgeland Borrower"), **THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 2004 AND KNOWN AS TRUST NO. HBT-1999** ("Burr Ridge Borrower"), **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1988 AND KNOWN AS TRUST NUMBER 10185** ("Harlem Borrower"; together with Ridgeland Borrower and Burr Ridge Borrower, individually and collectively, "Mortgagor" or "Borrower") to and for the benefit of **REPUBLIC BANK OF CHICAGO**, its successors and assigns ("Mortgagee" or "Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated October 26, 2017, between Borrower, Chicago Title Land Trust Company As Successor Trustee To Fifth Third Bank, as Trustee under Trust Agreement dated October 2, 2003 and known as Trust Number 17496 ("Weber Borrower" and Borrower are hereinafter collectively referred to as "Original Borrower"), Guarantor and Lender, as modified by that certain Modification of Loan Documents dated as of May, 2020, by and among Original Borrower, Guarantor and Lender (as amended, restated or modified from time to time, collectively, the "Loan Agreement"), Lender has heretofore made a loan ("Loan") to Original Borrower in the principal amount of Fifteen Million Six Hundred Thousand and No/100 Dollars (\$15,600,000.00). The Loan is evidenced by that certain Promissory Note dated October 26, 2017, in the amount of the Loan (as amended, restated, or modified from time to time, "Original Note"), made payable by Original Borrower to the order of Lender.

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B. The Original Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated October 26, 2017 from Original Borrower to Lender and recorded on November 3, 2017, with the Will County Recorder ("Recorder's Office - Will") as Document No. R2017087000 and on October 27, 2017, with the Cook County Recorder ("Recorder's Office - Cook") as Document No. 1730022063 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached thereto ("Property"), (ii) that certain Assignment of Leases and Rents dated October 26, 2017 from Original Borrower to Lender and recorded with the Recorder's Office - Will on November 3, 2017, as Document No. R2017087001 and Recorder's Office - Cook on October 27, 2017, as Document No. 1730022064 ("Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated October 26, 2017 executed by Original Borrower and Guarantor to and for the benefit of Lender (as amended, restated, or modified from time to time, "Indemnity Agreement"), (iv) that certain Guaranty dated October 26, 2017 executed by Guarantor to and for the benefit of Lender (as amended, restated, or modified from time to time, "Guaranty"), and (v) certain other loan documents (the Loan Agreement, the Original Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are collectively referred to herein as the "Loan Documents").

C. Pursuant to the terms of that certain Second Modification of Loan Documents of even date herewith by and among Borrower, Guarantor, and Lender (the "Second Modification," which term shall be included in the definition of "Loan Agreement" and "Loan Documents" set forth above), Borrower, Guarantor and Lender agreed to amend the Loan Documents to, among other things, increase the amount of the Loan and extend the Maturity Date.

D. Mortgagor and Lender desire to amend the Mortgage and the Assignment of Leases to reflect the terms and provisions of the Second Modification, and the parties have agreed to the requested amendments as set forth herein.

AGREEMENTS:

ACCORDINGLY, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Mortgage and the Assignment of Leases as provided herein, (iii) the covenants and agreements contained herein, and (iv) other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.
2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.
3. **References**. All references to the Loan Agreement and/or to any or all of the Loan Documents in the Mortgage and the Assignment of Leases shall be deemed to mean and include the Loan Agreement and the Loan Documents as amended by the Second Modification. All

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references to the Mortgage and the Assignment of Leases in the Loan Documents shall be deemed to mean and include the Mortgage and the Assignment of Leases as amended by this Agreement.

4. **Amendment to Mortgage.** The first and second Recitals of the Mortgage are hereby amended to read in their entirety as follows:

“Mortgagor is justly indebted to Mortgagee in the principal amount of Thirteen Million Seven Hundred Seven Thousand Five Hundred Thirty-Six and 11/100 Dollars (\$13,707,536.11) (“Loan”). The Loan is evidenced by that certain Amended and Restated Promissory Note dated April 19, 2022, in the principal amount of the Loan (as amended, restated, or modified from time to time, “Note”), made payable by Mortgagor to the order of Mortgagee. In and by which said Note Mortgagor promises to pay the said principal sum and interest in the manner and at the rate as provided therein.

The unpaid principal amount and all accrued and unpaid interest due under the Loan as described in that certain Loan Agreement dated as of October 26, 2017, as modified by that certain Modification of Loan Documents dated as of May 19, 2020 by and among Original Borrower, Weber Borrower, Beneficiary (as defined therein), Guarantor (as defined therein) and Mortgagee, and as further modified by that certain Second Modification of Loan Documents dated as of April 19, 2022, by and among Mortgagor, Beneficiary, Guarantor, and Mortgagee, as evidenced by the Note, if not sooner paid, shall be due on April 19, 2027 (“Maturity Date”). All such payments on account of the indebtedness evidenced by the Note shall be applied as set forth in the Note and being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated in Paragraph 27 hereof, or at such other address as Mortgagee may from time to time designate in writing. Terms not defined herein shall have the meaning ascribed to such term in the Loan Agreement.”

5. **Amendment to Assignment of Leases.** Recitals A, B and C of the Assignment of Leases are hereby amended to read in their entirety as follows:

“A. Pursuant to the terms and conditions of that certain Loan Agreement dated as of October 26, 2017, as modified by that certain Modification of Loan Documents dated as of May 19, 2020 and as further modified by that certain Second Modification of Loan Documents dated as of April 19, 2022 (collectively, the “Loan Agreement”) among Assignor, Beneficiary (as defined therein), Guarantor (as defined therein) and Assignee, Assignee has extended to Assignor a loan in the principal amount of Thirteen Million Seven Hundred Seven Thousand Five Hundred Thirty-Six and 11/100 Dollars (\$13,707,536.11) (“Loan”).

B. The Loan is evidenced by that certain Amended and Restated Promissory Note (“Note”) in the principal amount of the Loan made as of April 19, 2022, by Assignor and made payable to the order of and delivered to Assignee.

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C. The Note is secured by, inter alia, that certain Mortgage and Security Agreement ("Mortgage") dated as of October 26, 2017, as modified by that certain First Amendment to Mortgage and Assignment of Leases dated as of April 19, 2022 made by Assignor to and for the benefit of Assignee conveying certain real estate ("Property") legally described in Exhibit A attached hereto. The Loan Agreement, the Note, the Mortgage, this Assignment, and all other documents evidencing or securing the Loan are collectively referred to herein as "Loan Documents".

6. **Representations and Warranties.** Mortgagor represents and warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Property or any of the collateral other than the first lien of the Mortgage and the Permitted Encumbrances, that the Mortgage and the Assignment of Leases are binding upon Mortgagor, its successors and assigns, that Lender has heretofore fully performed its obligations under the Loan Documents, and that Mortgagor has no claims or offsets against Lender or against the indebtedness under the Note, the obligations under the Mortgage or the Assignment of Leases, or the obligations under any of the Loan Documents. Mortgagor represents and warrants that (i) it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Note, the Mortgage, the Assignment of Leases, or any other Loan Documents; and (ii) no oral agreement has been made by any of Lender's employees, agents, officers or directors to further modify the Note, the Mortgage, the Assignment of Leases, or any other of the Loan Documents.

7. **Release.** Mortgagor does hereby release and hold harmless Lender, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense, liability of any kind whether known or unknown, relating in any way to the making of the Loan or the administration thereof, or the communications and business dealings between Lender and Mortgagor through the date hereof.

8. **No Novation; Full Force.** It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. As modified hereby, the Mortgage shall continue in full force and effect as collateral security for the performance and payment of the Loan, as evidenced by the Note.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Trustee's Exculpation.** This Assignment is executed by Trustee, not personally, but as Trustee under each of the Trust Agreements identified herein in the exercise of the power and authority conferred upon and vested in it as such Trustee, and with respect to Trustee in its capacity as Trustee, is payable only out of the property specifically described in the Mortgage and the other Loan Documents securing the payment of the Note, by the enforcement of the provisions contained in this Assignment and other Loan Documents. No personal liability shall be asserted or be enforceable against Trustee in its capacity as Trustee, because of, or in respect of the Note or the making, issue or transfer of this Assignment, all such liability with respect to Trustee in its capacity as Trustee, being expressly waived by each subsequent holder hereof. Notwithstanding the foregoing or any other limitations set forth in the Note or the other Loan Documents with respect to Trustee in its capacity as Trustee, having no personal liability for the payment of the Note or performance under the Loan Documents, nothing contained herein shall modify, diminish,

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or discharge the personal liability of any Assignor or Guarantor whom shall remain personally obligated to pay the Note and perform all of their respective obligations as set forth in this Assignment, the Loan Agreement, the Guaranty and the other Loan Documents. With respect to Trustee in its capacity as Trustee only, each original and successive holder of the Note accepts same upon the express condition that no duty shall rest upon to Trustee in its capacity as Trustee, to sequester the rents, issues and profits arising from the Property, or the proceeds arising from sale or other disposition hereof. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

[Signatures on the following page]

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IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the day and year first written above.

BORROWER:

99TH STREET RIDGELAND PLAZA, LLC, an Illinois limited liability company

By: [Signature]
Name: Robert A. Garber Sr.
Its: Member

By: [Signature]
Name: Margaret M. Garber
Its: Member

THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 2004 AND KNOWN AS TRUST NO. HBT-1999

By: [Signature]
Name: Linda J Pitrowski
Its: Vice President & Trust Officer

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1988 AND KNOWN AS TRUST NUMBER 10185

By: [Signature]
Name: MARTHA LOPEZ
Its: ASST. VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee expressly holds title to the property herein described and has no agents, employees or control over the management of the property and that the Trustee has no personal liability or personal responsibility assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, in such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement assuming hereunder shall look solely to the Trust estate for the payment thereof.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be executed the day and year first above written.

MORTGAGOR:

99TH STREET RIDGELAND PLAZA, LLC, an Illinois limited liability company

By: *Robert A. Garber Sr.*
Name: Robert A. Garber Sr.
Its: Member

By: *Margaret M. Garber*
Name: Margaret M. Garber
Its: Member

THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 2004 AND KNOWN AS TRUST NO. HBT-1999

By: *Linda J. Pitrowski*
Name: Linda J. Pitrowski
Its: Vice President & Trust Officer

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1989 AND KNOWN AS TRUST NUMBER 10185

By: *Linda Lee Lutz*
Name: Linda Lee Lutz
Its: ASST. VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right in security hereunder and the power of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

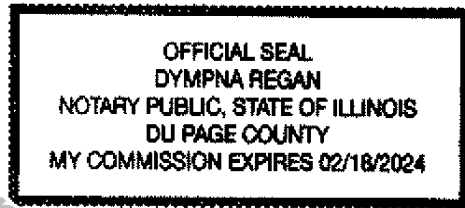
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert A. Garber Sr., the Member of 99th Street Ridgeland Plaza, LLC, an Illinois limited liability company ("Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, 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 29 day of April, 2022.

Dympna Regan
Notary Public

(SEAL)

My Commission Expires: 2/18/24



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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

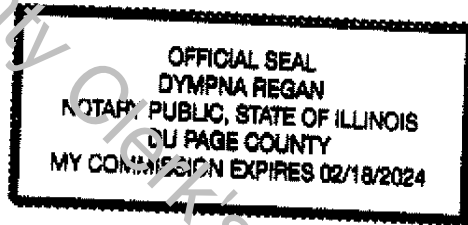
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret M. Garber, the Member of 99th Street Ridgeland Plaza, LLC, an Illinois limited liability company ("Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, 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 29 day of April, 2022.

Dympna Regan
Notary Public

(SEAL)

My Commission Expires: 2/18/24



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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 Linda J. Pitrowski, the Vice President/Trust Officer of THE CHICAGO TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 2004 AND KNOWN AS TRUST NO. HBT-1999 ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, 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 22 day of April, 2022.



Merrie Lou Jones

Notary Public

(SEAL)


My Commission Expires: 8/31/2023

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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 Linda Lee Lutz, the ~~ASST. VICE PRESIDENT~~ CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1988 AND KNOWN AS TRUST NUMBER 10185 ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, 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 28 day of April, 2022.



Notary Public
"OFFICIAL SEAL"
MARTHA LOPEZ
Notary Public, State of Illinois
My Commission Expires 03/14/2023

(SEAL)

My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Tract 1:

LOT 1 IN BURR RIDGE MARKET RESUBDIVISION OF LOTS 4, 5, AND VACATED EMRO DRIVE IN BURR RIDGE PARK UNIT 2 IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tract 2:

LOT 1 IN BURR RIDGE PARK UNIT ONE BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tract 3:

PERPETUAL NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF TRACT 1 AS GRANTED AND CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED MAY 12, 1989 AS DOCUMENT 89215391 FOR INGRESS, EGRESS AND PARKING OVER, ALONG AND UPON THAT PORTION OF LOT 3 IN BURR RIDGE MARKET RESUBDIVISION AFORESAID UPON WHICH DRIVEWAYS, WALKWAYS AND PARKING AREAS ARE THEN OR THEREAFTER CONSTRUCTED.

ADDRESS: 74-236 Burr Ridge Parkway, Burr Ridge, Illinois

PINS: 18-30-305-003-0000 (Affects Tract 1)

18-30-301-001-0000 (Affects Tract 2)

Parcel 2:

LOT 1 IN BLOCK 39 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NO.5, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 11901 S. Harlem Avenue, Palos Heights, Illinois

PIN: 24-30-100-001-0000

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Parcel 3:

Tract 1:

THAT PART OF LOT 1 AND BLOCK 2 OF IPEMA'S SUBDIVISION NUMBER AND THE EAST 1/2 OF THE 20 FOOT VACATED ALLEY LYING WEST AND ADJACENT TO SAID LOT 1 AS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF SOUTHWEST HIGHWAY AND THE CENTER LINE OF VACATED ALLEY LYING WEST OF THE ABOVE DESCRIBED LOTS: THENCE NORTH 0 DEGREES 00 MINUTES EAST ALONG SAID CENTER LINE OF ALLEY, 181.04 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES EAST 120.00 FEET TO SAID NORTHWESTERLY LINE OF SOUTHWEST HIGHWAY; THENCE SOUTH 41 DEGREES 31 MINUTES WEST 135.55 FEET TO THE POINT OF BEGINNING, ALL OF THE ABOVE BEING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tract 2:

THE NORTH 226.44 FEET OF LOT 3 IN BLOCK 2 IN IPEMA'S SUBDIVISION NUMBER 2, IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND ALSO THE WEST 1/2 OF THE VACATED 20 FOOT ALLEY LYING EAST AND ADJOINING SAID NORTH 226.44 FEET OF LOT 3.

ADDRESS: 9940 Southwest Highway, Oak Lawn, Illinois

9915-51 S. Ridgeland Avenue, Oak Lawn, Illinois

PINS: 24-08-301-007-0000 (Affects Tract 1)
 24-08-301-008-0000 (Affects Tract 2)
 24-08-301-009-0000 (Affects Tract 2)