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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2232522021 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/21/2022 11:57 AM PG: 1 OF 14

The property identified as: **PIN:** 14-31-212-003-0000

Address:

Street: 2111-2153 North Elston Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Wintrust Bank, N.A.

Borrower: Triangle Square Retail LLC

Loan / Mortgage Amount: \$5,275,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 0FA622EF-B6BB-4C14-B26C-EDC1B2E9807A

Execution date: 2/20/2022

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Prepared by and after recording return to:

Thompson Coburn LLP
 55 East Monroe Street
 37th Floor
 Chicago, Illinois 60603
 Attention: Gary L. Plotnick

SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Second Modification") is made and entered into as of February 20, 2022, by TRIANGLE SQUARE RETAIL LLC, an Illinois limited liability company, and TRIANGLE SQUARE PARK LLC, an Illinois limited liability company (collectively, "Mortgagor") with a mailing address of 1101 West Monroe Street, Suite 200, Chicago, Illinois 60607, to the order and benefit of WINTRUST BANK, N.A., formerly known as WINTRUST BANK, an Illinois banking corporation (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described "Mortgagee") with a mailing address at 231 South LaSalle Street, 2nd Floor, Chicago, Illinois, 60604, Attn: Brian Cullen.

RECITALS:

WHEREAS, Mortgagor, TRIANGLE SQUARE CONDOMINIUM LLC, an Illinois limited liability company ("Condominium"), JONATHAN W. McCULLOCH ("McCulloch") and DAVID T. GOLDMAN ("Goldman"; McCulloch and Goldman shall be collectively referred to as the "Guarantor") have entered into a Loan Agreement dated December 12, 2018 ("Original Loan Agreement") whereby Mortgagee has heretofore made a loan or loans (the "Loan") to Mortgagor and Condominium in the total principal amount of FIVE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$5,275,000.00); as modified by that certain Amendment to Loan Agreement dated as of February 20, 2020 ("First Amendment"; the Original Loan Agreement and the First Amendment shall be collectively referred to as the "Loan Agreement"; and

WHEREAS, the Loan is evidenced by a Mortgage Note in the amount of FIVE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$5,275,000.00) dated December 12, 2018, made by Mortgagor and Condominium in favor of Mortgagee ("Original Note"; as modified by that certain Amendment to Mortgage Note dated as of February 20, 2020 ("Amendment to Note"; the Original Note and the Amendment to Note shall be collectively referred to as "Note"; and

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WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 12, 2018, by Mortgagor and Condominium in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 18, 2018, as Document Number 1835213057 ("**Original Mortgage**"), as modified by that certain Modification of Mortgage and Other Security Documents dated as of February 20, 2020, by Mortgagor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 25, 2020, as Document Number 2005622035 ("**Mortgage Modification**"; the Original Mortgage and Mortgage Modification shall be collectively referred to as the "**Mortgage**") with respect to the Condominium Real Estate, as defined in the Loan Agreement, legally described on Exhibit A-1 attached hereto and made a part hereof, the Pentil Real Estate, as defined in the Loan Agreement, legally described on Exhibit A-2 attached hereto and made a part hereof, and the Park Real Estate, as defined in the Loan Agreement, legally described on Exhibit A-3 attached hereto and made a part hereof, as modified by the Mortgage Modification; a Collateral Assignment of Leases and Rents dated as of December 12, 2018, by Mortgagor and Condominium in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 18, 2018, as Document Number 1835213058, as modified by the Mortgage Modification ("**Assignment**"), a Guaranty of Payment dated as of December 12, 2018, by Guarantor in favor of Mortgagee ("**Original Payment Guaranty**"), as modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment by Guarantor dated as of February 20, 2020 ("**Guaranty Reaffirmation**"; the Original Payment Guaranty and the Guaranty Reaffirmation shall be collectively referred to as the "**Payment Guaranty**"), and other instruments and documents executed by or on behalf of Mortgagor, Condominium and Guarantor and delivered to Mortgagee in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, the amount of the Loan was reduced to One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) by the First Amendment and Amendment to Note; and

WHEREAS, Condominium was released from the terms and condition of the Loan by the First Amendment and Amendment to Note; and

WHEREAS, the Condominium Real Estate was released from the terms and condition of the Mortgage and Assignment by the Mortgage Modification; and

WHEREAS, Mortgagor desires that the Loan be modified, as set forth herein; and

WHEREAS, the parties desire to modify and amend the Loan and as a condition to such modification, Mortgagee is requiring: (i) this Second Modification; (ii) a Second Amendment to Mortgage Note ("**Second Note Modification**"); (iii) a Second Amendment to Loan Agreement ("**Second Loan Agreement Modification**"); and (iv) a Second Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantor ("**Second Payment Guaranty Reaffirmation**").

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand

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paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Second Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Second Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Second Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **Modification of Mortgage and Other Security Documents.** The Mortgage, the Assignment and the Other Security Documents are hereby modified by deleting the date “February 22, 2022” from Section 1.1(b) and inserting in its stead the date “February 20, 2023”.

From and after the date hereof, the Mortgage, the Assignment and Other Security Documents shall secure the Note, as modified by the Second Note Amendment.

3. **References to Notes.** From and after the date hereof (i) the Mortgage and the Other Security Documents shall be deemed to secure the Note, as modified by the Second Note Modification; (ii) any and all references in the Mortgage or the Other Security Documents to the Note shall mean the Note, as modified by the Second Note Modification; and (iii) any and all references in the Assignment to the Note shall mean the Note, as modified by the Second Note Modification.

4. **References to Loan Documents and Guaranty.** Any and all references in the Mortgage, the Assignment and Other Security Documents to the “Loan Documents” shall from and after the date hereof be deemed to refer to such Loan Documents, as modified by this Second Modification; and any and all references in the Mortgage, the Assignment and the Other Security Documents to the “Payment Guaranty” shall from and after the date hereof be deemed to refer to the Payment Guaranty, as modified by the Second Payment Guaranty Reaffirmation.

5. **Ratification.** The Note, Mortgage, Loan Agreement, Assignment and Other Security Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent expressly modified hereby or by the Second Note Modification, the Second Loan Agreement Modification.

6. **Successors and Assigns.** This Second Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. **Governing Law.** The rights and duties of the parties hereunder shall be construed, enforced and governed according to the laws of the State of Illinois, without reference to the conflict of laws principles of said State. The parties hereby consent and irrevocably waive

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all objections to the jurisdiction and venue and convenience of forum of any court of general and competent jurisdiction located within the County of Cook, State of Illinois with respect to any legal proceeding arising out of or connected with this Second Modification and agree that the mailing to their address(es) by registered mail, of any legal process shall constitute lawful and valid service of process in any proceeding, suit, or controversy. The parties shall bring any legal proceeding arising out of or connected with this Second Modification only in the Federal or State courts located in the County of Cook, State of Illinois, which courts shall apply the laws as aforesaid. In the event that either party institutes any legal proceeding in any court other than a court located in the County of Cook, State of Illinois, that party shall assume all of the costs incurred in transferring said proceeding to a court located in the County of Cook, State of Illinois, including but not limited to the other party's attorney's and paralegal fees.

In the event that any provision or clause of this Second Modification, the Note or any of the Other Security Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Second Modification, the Second Note Modification, the Second Loan Agreement Modification, the Second Payment Guaranty Reaffirmation or any of the Other Security Documents which can be given effect without the conflicting provision, and to this end the provisions of this Second Modification, the Second Note Amendment, the Second Payment Guaranty Reaffirmation or any of the Other Security Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

8. **RELEASE.** MORTGAGOR AND ANY OTHER OBLIGOR UNDER THE INDEBTEDNESS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "MORTGAGOR PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS MORTGAGEE AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "MORTGAGEE PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE MORTGAGOR PARTIES HAVE AS OF THE EFFECTIVE DATE OR MAY CLAIM TO HAVE AGAINST THE MORTGAGEE PARTIES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL TRANSACTIONS RELATING TO THE LOANS DESCRIBED HEREIN OR THE LOAN

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DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE MORTGAGEE PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE MORTGAGEE PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE MORTGAGEE PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE MORTGAGOR PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF MORTGAGEE CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE MORTGAGOR PARTIES REPRESENTS AND WARRANTS TO MORTGAGEE THAT SHE, HE OR IT: (I) READ THIS SECOND AMENDMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (II) EXECUTES THIS SECOND AMENDMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS SECOND AMENDMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE MORTGAGOR PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Mortgagor has caused this Second Modification to be executed pursuant to authority duly granted as of the date and year first written above.

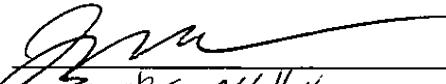
TRIANGLE SQUARE RETAIL LLC, an Illinois limited liability company

By: Belgravia Triangle Square Manager LLC, an Illinois limited liability company

Its: Manager

By: Belgravia Group, Ltd., an Illinois corporation

Its: Manager

By: 
Name: Jonathan Mellich
Its: CEO

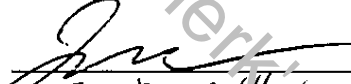
TRIANGLE SQUARE PARK LLC, an Illinois limited liability company

By: Belgravia Triangle Square Manager LLC, an Illinois limited liability company

Its: Manager

By: Belgravia Group, Ltd., an Illinois corporation

Its: Manager

By: 
Name: Jonathan Mellich
Its: CEO

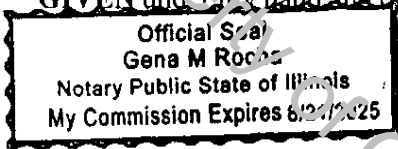
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gena M. Rocha, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Jonathan W. McCulloch, Co-CEO of Belgravia Group, Ltd., an Illinois corporation, as Manager of Belgravia Triangle Square Manager LLC, an Illinois limited liability company, as Manager of TRIANGLE SQUARE RETAIL LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument, on behalf of said company and as his/her free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of March, 2022.



Gena M. Rocha
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gena M. Rocha, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Jonathan W. McCulloch, Co-CEO of Belgravia Group, Ltd., an Illinois corporation, as Manager of Belgravia Triangle Square Manager LLC, an Illinois limited liability company, as Manager of TRIANGLE SQUARE PARK LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument, on behalf of said company and as his/her free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of March, 2022.



Gena M. Rocha
Notary Public

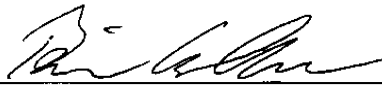
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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Second Modification of Mortgage and Other Security Documents.

Dated as of February 20, 2020.

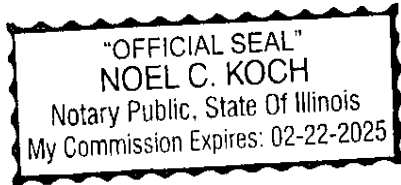
WINTRUST BANK, N.A., its successors and/or assigns


By: 
Name: BRIAN CULLEN
Title: VP

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NOEL C KOCH, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BRIAN CULLEN VP of WINTRUST BANK, N.A. personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF MORTGAGEE**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of March, 2020 ~~2020~~ 2022




Notary Public

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EXHIBIT "A-1"

Legal Description – Condominium Real Estate

SUB AREA C:

THAT PART OF LOT 7, BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF W. WEBSTER AVENUE (66 FOOT RIGHT-OF-WAY), A DISTANCE OF 212.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 05 SECONDS EAST, ALONG THE SAID SOUTH LINE OF W. WEBSTER AVENUE, A DISTANCE OF 298.80 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 17 DEGREES 18 MINUTES 45 SECONDS EAST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 110.40 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 331.75 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 105.42 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2111 – 2153 North Elston Avenue, Chicago, Illinois 60614
Permanent Index Numbers: 14-31-212-003-0000, 14-31-212-004-0000; 14-31-212-005-0000;
14-31-212-013-0000 and 14-31-212-014-0000

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EXHIBIT "A-2"

Legal Description – Retail Real Estate

SUB AREA B:

THAT PART OF LOT 7, BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF W. WEBSTER AVENUE (66 FOOT RIGHT-OF-WAY), A DISTANCE OF 212.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.42 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 72.17 FEET, TO THE NORTHEASTERLY LINE OF N. ELSTON AVENUE (66 FOOT RIGHT-OF-WAY); THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, ALONG THE SAID NORTHEASTERLY LINE OF N. ELSTON AVENUE, A DISTANCE OF 225.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2111 – 2153 North Elston Avenue, Chicago, Illinois 60614

Permanent Index Numbers: 14-31-212-021-0000

Cook County Clerk's Office

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EXHIBIT "A-3"

Legal Description – Park Real Estate

SUB AREA D:

THAT PART OF LOT 5, BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY WITH THE NORTHEASTERLY LINE OF N. ELSTON AVENUE (66 FOOT RIGHT-OF-WAY); THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, ALONG THE SAID NORTHEASTERLY LINE OF N. ELSTON AVENUE, A DISTANCE OF 289.00 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 51 SECONDS EAST, A DISTANCE OF 191.40 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 17 DEGREES 18 MINUTES 45 SECONDS EAST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 121.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2111 – 2153 North Elston Avenue, Chicago, Illinois 60614

Permanent Index Number: 14-31-212-023-0000

Cook County Clerk's Office

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EXHIBIT "B"

Legal Description – Retail Real Estate

PARCEL 1:

SUB AREA B:

THAT PART OF LOT 7, BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF W. WEBSTER AVENUE (66 FOOT RIGHT-OF-WAY), A DISTANCE OF 216.80 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 105.42 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 4.95 FEET THENCE SOUTH 44 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 72.17 FEET, TO THE NORTHEASTERLY LINE OF N. ELSTON AVENUE (66 FOOT RIGHT-OF-WAY); THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, ALONG THE SAID NORTHEASTERLY LINE OF N. ELSTON AVENUE, A DISTANCE OF 225.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 12, 2018 AND RECORDED DECEMBER 18, 2018 AS DOCUMENT NUMBER 1835213056 MADE BY AND AMONG LMC TRIANGLE SQUARE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRIANGLE SQUARE RETAIL LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TRIANGLE SQUARE CONDOMINIUM LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND TRIANGLE SQUARE PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

Common Address: 1725 W. Webster, Chicago, Illinois 60614
 Permanent Index Numbers: 14-31-212-003-0000; 14-31-212-004-0000; 14-31-212-005-0000;
 14-31-212-013-0000 and 14-31-212-014-0000

Legal Description – Park Real Estate

PARCEL 1:

SUB AREA D:

THAT PART OF LOT 5, BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY WITH THE NORTHEASTERLY LINE OF N. ELSTON AVENUE (66 FOOT RIGHT-OF-WAY); THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, ALONG THE SAID NORTHEASTERLY LINE OF N. ELSTON AVENUE, A DISTANCE OF 289.00 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 51 SECONDS EAST, A DISTANCE OF 191.40 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 17 DEGREES 18 MINUTES 45 SECONDS EAST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 121.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 12, 2018 AND RECORDED DECEMBER 18, 2018 AS DOCUMENT NUMBER 1835213056 MADE BY AND AMONG LMC TRIANGLE SQUARE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRIANGLE SQUARE RETAIL LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TRIANGLE SQUARE CONDOMINIUM LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND TRIANGLE SQUARE PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

Common Address: 2049 N. Elston, Chicago, Illinois 60614

Permanent Index Number: 14-31-212-003-0000, 14-31-212-004-0000; 14-31-212-005-0000; 14-31-212-013-0000 and 14-31-212-014-0000