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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/21/2022 02:31 PM PG: 1 OF 20

Prepared by and to be Returned to:

Alvin L. Kruse
Seyfarth Shaw LLP
233 South Wacker Drive
Suite 8000
Chicago, Illinois 60606

Permanent Tax Index Numbers
and Addresses: See Exhibit A

FIFTH MODIFICATION AGREEMENT

THIS FIFTH MODIFICATION AGREEMENT dated as of October 15, 2022 (this "Agreement"), is entered into by and among HASTINGS CENTER OFFICE, LLC, an Illinois limited liability company (the "Borrower"), and AMERITUS REAL ESTATE FUND, LP, a Delaware limited partnership (the "Guarantor") (the Borrower and the Guarantor being sometimes referred to herein collectively as the "Borrower/Guarantor Parties"), and CIBC BANK USA, an Illinois banking corporation ("CIBC"), as Administrative Agent for the Lenders under the Loan Agreement referred to below (CIBC in its capacity as such Administrative Agent, the "Agent", and CIBC and such other Lenders being referred to herein collectively as the "Lenders"), formerly known as The PrivateBank and Trust Company ("PrivateBank"), whose corporate name was changed to CIBC Bank USA on September 18, 2017 and CIBC in its capacity as the sole Lender.

RECITALS

A. The Borrower/Guarantor Parties, PrivateBank as a Lender, and the Agent heretofore entered into the following documents (collectively, the "Documents"), it being understood that in the case of any Document with a date prior to September 18, 2017, on the date of such Document, the name of the Agent and of PrivateBank as a Lender was The PrivateBank and Trust Company:

- (i) Loan Agreement dated as of December 22, 2015 (the "Loan Agreement"), by and among the Borrower, CIBC as a Lender, and the Agent.
- (ii) Promissory Note dated December 22, 2015 (the "Note"), from the Borrower to CIBC as Lender in the principal amount of \$15,600,000.

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(iii) Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 22, 2015 (the "**Mortgage**"), from the Borrower to the Agent, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 24, 2015, as Document No. 1535822055.

(iv) Assignment of Rents and Leases dated as of December 22, 2015, from the Borrower to the Agent, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 24, 2015, as Document No. 1535822056.

(v) Indemnity Agreement dated as of December 22, 2015, from the Borrower and the Guarantor to the Agent.

(vi) Guaranty of Payment and Performance dated as of December 22, 2015, from the Guarantor to the Agent.

(vii) Deposit Account Control Agreement dated as of December 22, 2015, among CIBC as depository bank, the Borrower and the Agent.

(viii) Construction Loan Escrow Agreement dated as of December 22, 2015 (the "**Escrow**"), by and among the Agent, the Borrower and First American Title Insurance Company, as Escrowee.

B. The Documents were previously modified and amended by the following documents (the "**Previous Modifications**"): (i) the Modification and Spreader Agreement dated as of January 27, 2016, by and among the Borrower/Guarantor Parties and the Agent, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 2, 2016, as Document No. 1603339044; (ii) the Second Modification and Spreader Agreement dated as of March 21, 2018, by and among the Borrower/Guarantor Parties and the Agent, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 27, 2018, as Document No. 1808646098; (iii) the Third Modification and Spreader Agreement dated as of December 22, 2020 (the "**Third Modification**"), by and among the Borrower/Guarantor Parties and the Agent, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 11, 2021, as Document No. 21042190072; and (iv) the Fourth Modification Agreement dated as of June 22, 2022 (the "**Fourth Modification**"), by and among the Borrower/Guarantor Parties and the Agent, recorded in the Office of the County Clerk of Cook County, Illinois, on July 6, 2022, as Document No. 2218710116.

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

D. 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.

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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:

Section 1. Recitals Part of Agreement; Defined Terms; Agreement and Previous Modifications Are Loan Documents; 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 Loan Agreement, as modified and amended by the Previous Modifications.

(c) This Agreement and each of the Previous Modifications shall be deemed to be a "Loan Document" as that term is defined and used in the Loan Agreement and any of the other Documents.

(d) 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 to October 15, 2023.

(a) The following new defined term is hereby added to Section 1.1 of the Loan Agreement, as modified and amended by the Previous Modifications, reading as follows:

"Fourth Extended Maturity Date" means October 15, 2023.

(b) The defined term "Maturity Date" in Section 1.1 of the Loan Agreement, as modified and amended by the Previous Modifications, is hereby modified and amended in its entirety to read as follows:

"Maturity Date" means the following: (i) prior to the Extended Maturity Date, the Original Maturity Date; (ii) on and after the Original Maturity Date to the Extended Maturity Date, the Extended Maturity Date; (iii) on and after the Extended Maturity Date to the Second Extended Maturity Date, the Second Extended Maturity Date; and (iv) on and after the Second Extended Maturity Date to the Third Extended Maturity Date, the Third Extended Maturity Date; and (v) on and after the Third Extended Maturity Date to the Fourth Extended Maturity Date, the Fourth Extended Maturity Date

(c) The Original Maturity Date was previously extended from Original Maturity Date of December 22, 2019, to the Extended Maturity Date of December 22, 2020, pursuant to the right to extend the Original Maturity Date contained in the original Section 3.1(c) of the Loan

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Agreement as in effect prior to any of the Previous Modifications. The Extended Maturity Date was previously extended from Extended Maturity Date of December 22, 2020, to the Second Extended Maturity Date of June 22, 2022, pursuant to the Third Modification, and was further extended from the Second Extended Maturity Date of June 22, 2022 to the Third Extended Maturity Date of October 15, 2022, pursuant to the Fourth Modification. The maturity date of the Loans and the Notes, as previously extended to October 15, 2022, is hereby extended from the Third Extended Maturity Date of October 15, 2022, to the Fourth Extended Maturity Date of October 15, 2023, and all of the Documents, as modified and amended by the Previous Modifications, are hereby modified and amended accordingly. Monthly principal payments on the Loans and the Notes in the amount of \$23,140.51 each shall continue to be payable through and including the month in which the Fourth Extended Maturity Date occurs as provided in Section 3.1(b) of the Loan Agreement. Notwithstanding the provisions of Section 2.1(g)(iv) of the Loan Agreement, interest rate protection is not required to be in effect for the extended term of the Loans ending on the Fourth Extended Maturity Date. The Borrower shall have no right to extend the Maturity Date beyond the Fourth Extended Maturity Date of October 15, 2023.

(c) The last sentence in Section 2.1 of the Mortgage is hereby modified and amended in its entirety to read as follows:

All of the unpaid principal of and accrued and unpaid interest on the Notes shall be due and payable on October 15, 2023.

Section 3. 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 \$34,557.35 (which is an amount equal to 0.25% of the \$13,822,938.96 balance of principal that was outstanding on the Loan and the Note on the Third Extended Maturity Date of October 15, 2022).

Section 4. Attachment to Note. CIBC as a Lender may, and prior to any transfer by it of the Notes shall, attach a copy of this Agreement to the original Notes and place an endorsement on the original Notes making reference to the fact that such attachment has been made.

Section 5. 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 Agent to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Agent and the Lenders 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) The Borrower 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, each of the Documents to which it is a party and the Previous Modifications and to perform and consummate the transactions contemplated hereby and thereby.

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(b) The Guarantor is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement, each of the Documents to which it is a party and the Previous Modifications 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 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 to which they are a party and the Previous Modifications, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modifications.

(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 6. 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 Agent to enter into this Agreement, the Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations

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under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that by the Agent's entering into this Agreement, the Agent and the Lenders do 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 Agent and the Lenders have 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 Lenders 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 Agent or any Lender shall be deemed to be originals thereof.

Section 7. Certifications, Representations and Warranties. In order to induce the Agent to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Agent that, subject to the existence of the Code Violations and the Code Proceeding, all certifications, representations and warranties contained in the Documents and the Previous Modifications and in all certificates heretofore delivered to the Agent and the Lenders 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 8. 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 9. 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 10. 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 11. 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.

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Section 12. 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 Agent, 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.

Section 13. 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 Agent shall be deemed to be an original.

Section 14. 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 15. Waiver of Trial by Jury. THE PROVISIONS OF THE 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.

HASTINGS CENTER OFFICE, LLC

By Hastings Center Office JV Investors, LLC, Sole Member

By Ameritus Hastings Center Office Investor, LLC, Co-Manager

By Benjamin A Nummy
Benjamin S. Nummy, Authorized Signatory

By Brown Manager V LLC, Co-Manager

By _____
Printed Name: _____
Title: _____

AMERITUS REAL ESTATE FUND, LP

By Ameritus Fund GP, LLC, General Partner

By Benjamin A Nummy
Benjamin S. Nummy, Authorized Manager

CIBC BANK USA, as Administrative Agent for Lenders and as Sole Lender

By _____
Katelyn Bigelow, Managing Director

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

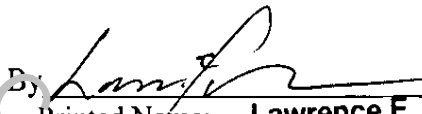
HASTINGS CENTER OFFICE, LLC

By Hastings Center Office JV Investors, LLC, Sole Member

By Ameritus Hastings Center Office Investor, LLC, Co-Manager

By _____
Benjamin S. Nummy, Authorized Signatory

By Brown Manager V LLC, Co-Manager

By 
Printed Name: Lawrence E. Collins
Title: Vice President

AMERITUS REAL ESTATE FUND, LP

By Ameritus Fund GP, LLC General Partner

By _____
Benjamin S. Nummy, Authorized Manager

CIBC BANK USA, as Administrative Agent for Lenders and as Sole Lender

By _____
Katelyn Bigelow, Managing Director

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

HASTINGS CENTER OFFICE, LLC

By Hastings Center Office JV Investors, LLC, Sole Member

By Ameritus Hastings Center Office Investor, LLC, Co-Manager

By _____
Benjamin S. Nummy, Authorized Signatory

By Brown Manager V LLC, Co-Manager


By _____
Printed Name: _____
Title: _____

AMERITUS REAL ESTATE FUND, LP

By Ameritus Fund GP, LLC, General Partner

By _____
Benjamin S. Nummy, Authorized Manager

CIBC BANK USA, as Administrative Agent for Lenders and as Sole Lender

By  _____
Katelyn Brungardt, Managing Director

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of November, 2022, by Benjamin S. Nummy, Authorized Signatory of Ameritus Hastings Center Office Investor, LLC, an Illinois limited liability company, Co-Manager of Hastings Center Office JV Investors, LLC, a Delaware limited liability company, Sole Member of Hastings Center Office, LLC, an Illinois limited liability company, on behalf of the said companies.



Kimberly Henley
Printed Name: Kimberly Henley
Notary Public
Commission Expires: May 10, 2025

STATE OF MARYLAND)
)
) SS
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me this _____ day of November, 2022, by _____, _____ of Brown Manager V LLC, a Delaware limited liability company, Co-Manager of Hastings Center Office JV Investors, LLC, a Delaware limited liability company, Sole Member of Hastings Center Office, LLC, an Illinois limited liability company, on behalf of the said companies.

Printed Name: _____
Notary Public
Commission Expires: _____

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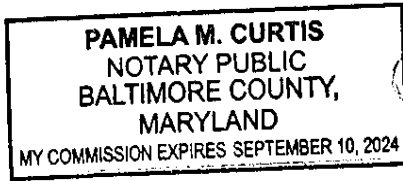
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of November, 2022, by Benjamin S. Nummy, Authorized Signatory of Ameritus Hastings Center Office Investor, LLC, an Illinois limited liability company, Co-Manager of Hastings Center Office JV Investors, LLC, a Delaware limited liability company, Sole Member of Hastings Center Office, LLC, an Illinois limited liability company, on behalf of the said companies.

Printed Name: _____
Notary Public
Commission Expires: _____

STATE OF MARYLAND)
 City) SS
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me this 14th day of November, 2022, by Lawrence E. Collins, Vice President of Brown Manager V LLC, a Delaware limited liability company, Co-Manager of Hastings Center Office JV Investors, LLC, a Delaware limited liability company, Sole Member of Hastings Center Office, LLC, an Illinois limited liability company, on behalf of the said companies.



[Signature]
Printed Name: Pamela Curtis Bowles, Commission Expires as
Notary Public Pamela M. Curtis
Commission Expires: 9/10/2024

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of November, 2022, by Benjamin S. Nummy, Authorized Manager of Ameritus Fund GP, LLC, Delaware limited liability company, General Partner of Ameritus Real Estate Fund, LP, a Delaware limited partnership, on behalf of the said company and limited partnership.



Kimberly Henley
Printed Name: Kimberly Henley
Notary Public
Commission Expires: May 10, 2025

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of November, 2022, by Katelyn Bigelow, a 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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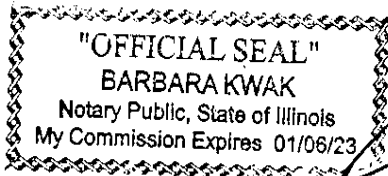
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of June, 2022, by Benjamin S. Nummy, Authorized Manager of Ameritus Fund GP, LLC, Delaware limited liability company, General Partner of Ameritus Real Estate Fund, LP, a Delaware limited partnership, on behalf of the said company and limited partnership.

Printed Name: _____
Notary Public
Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21 day of June, 2022, by Katelyn Brungardt, a Managing Director of CIBC Bank USA, an Illinois banking corporation, on behalf of the corporation.



[Handwritten Signature]

Printed Name: Barbara Kwak
Notary Public
Commission Expires: 1/6/23

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EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

PARCEL 1:

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A PLANE WHICH IS 34.98 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25, 26, 27 AND 28 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.01 FEET ALONG THE NORTH LINE OF SAID LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALONG THE NORTH LINE OF LOT 36 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 78.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 25 THROUGH 28, INCLUSIVE, AND LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 25 THROUGH 28, AND LYING NORTH OF AND ADJOINING SAID LOTS 45 THROUGH 48; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347), DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET); THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 79.61 FEET (79.73 FEET RECORD); THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 201.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A

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DISTANCE OF 80.15 FEET TO THE EAST LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.44 FEET (16.46 FEET RECORD) ALONG SAID EAST LINE OF VACATED WEST 14TH STREET TO THE SOUTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET); THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG THE SOUTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET) TO THE EAST LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE NORTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY); THENCE NORTH 89 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.00 FEET ALONG SAID NORTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF SAID LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG SAID SOUTH LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347) TO THE EAST LINE OF SAID LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 3 TO 22, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 17, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY, LING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 17 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 1 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE WEST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE

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VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 22 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 3 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE EAST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE VACATED EAST AND WEST ALLEY, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 4 (VACATED PER DOCUMENT NO. 86382600 IN THE SUBDIVISION OF BLOCK 11 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND VACATED SOUTH HOYNE AVENUE (VACATED PER DOCUMENT NO 0313431066), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET ALONG THE WEST LINE OF SAID LOT 45 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 135.21 FEET ALONG THE WEST LINE OF SAID LOT 4 IN SUBDIVISION OF BLOCK 11 TO THE NORTH LINE OF SAID LOT 4 IN SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST 13TH STREET); THENCE SOUTH 89 DEGREES 57 MINUTES 58 SECONDS EAST, A DISTANCE OF 708.56 FEET ALONG THE NORTH LINE OF SAID LOTS 1 TO 4 IN SUBDIVISION OF BLOCK 11 AND THE NORTH LINE OF SAID LOTS 1 TO 12 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE NORTH LINE OF SAID LOTS 3 TO 12 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE WEST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 264.39 FEET ALONG SAID WEST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE WEST LINE OF THE EAST 7.80 FEET OF SAID LOT 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE SOUTH LINE OF SAID LOT 22 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST A DISTANCE OF 355.48 FEET ALONG THE SOUTH LINE OF LOTS 13 TO 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF SAID LOTS 13 TO 17 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 353.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

NON-EXCLUSIVE EASEMENTS AS CREATED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED MAY 22, 2014 UNDER DOCUMENT NO. 1414219067, OFFICIAL RECORDS OF COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers, Parcels 1-3:

17-19-115-004-0000 (Part of Parcel 1)
17-19-115-005-0000 (Part of Parcel 1)
17-19-115-002-0000 (Parcel 2)
17-19-113-055-0000 (Part of Parcel 3)
17-19-114-053-0000 (Part of Parcel 3)
17-19-114-052-0000 (Part of Parcel 3)

Addresses of Premises, Parcels 1-3:

Parcels 1 and 2: 1340 South Damen Avenue, Chicago, Illinois
Parcel 3: 2104 West Hastings Street, Chicago, Illinois

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PARCEL 5

LOTS 5, 6, 7, 42, 43 AND 44 AND ALL OF THE EAST-WEST 16 FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 5, 6 AND 7 AND LYING NORTH OF LOTS 42, 43 AND 44 IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number, Parcel 5: 17-19-113-058

Address, Parcel 5: 2100 West Hastings Street and 2101 West 13th Street, Chicago, Illinois

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PARCEL 6

LOTS 1, 2, 23, 24 AND THE EAST 7.80 FEET OF LOTS 3 AND 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 RECORDED AS DOCUMENT NUMBER 225067; TOGETHER WITH THAT PORTION OF THE VACATED 16 FOOT ALLEY VACATED AS PER DOCUMENT NUMBER 19169599) LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND THE EAST 7.80 FEET OF LOT 3 IN THE NORTH 1/2 OF BLOCK 12 AFORESAID; ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF THE EAST 1/2 OF BLOCK 12 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DEDICATED FOR WIDENING OF SOUTH DAMEN AVENUE BOUNDED AND DESCRIBED AS FOLLOWS, BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST HASTINGS STREET WITH THE WEST LINE OF SOUTH DAMEN AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID DAMEN AVENUE, A DISTANCE OF 264.30 FEET TO A POINT IN THE SOUTH LINE OF WEST 13TH STREET; THENCE NORTH 89 DEGREES 56 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF WEST 13TH STREET, A DISTANCE OF 13.60 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AFORESAID, A DISTANCE OF 120.89 FEET TO A POINT, THENCE SOUTH 02 DEGREES 18 MINUTES 57 SECONDS EAST A DISTANCE OF 143.53 FEET TO A POINT IN THE NORTH LINE OF WEST HASTINGS STREET; THENCE NORTH 89 DEGREES 56 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF HASTINGS STREET, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING, ALL IN CHICAGO, COOK COUNTY ILLINOIS.

Permanent Tax Index Number, Parcel 6: 17-19-114-052-0000

Address, Parcel 6: West Side of Damen Avenue Between 13th Street and Hastings Street