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Doc#. 2330446005 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/31/2023 09:17 AM Pg: 1 of 14

This Document was prepared
by and should be returned to:
First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

THIRD AMENDMENT TO LOAN DOCUMENTS

This Third Amendment to Loan Documents ("Amendment") is dated as of the 30th day of June, 2023 and made by and among 3M FSB, LLC, an Illinois Corporation ("Borrower"); MBGL Properties, LLC, an Illinois limited liability company ("Grantor 1"); Mathew D. Focht aka Mathew Focht and Karen E. Focht ("Grantor 2"); Martin Barboza and Mathew D. Focht aka Mathew Focht (individually and collectively referred to herein as "Guarantor"); and First Eagle Bank ("Lender"). Borrower, Grantor 1, Grantor 2 and Guarantor are sometimes hereinafter each referred to as an "Obligor" and collectively as the "Obligors".

A. On May 6, 2016, Lender made a non-revolving loan (as modified from time to time, the "Loan") to Borrower in the amount of Six Hundred Thirty Thousand and 00/100 Dollars (\$630,000.00). The Loan is evidenced by the Promissory Note ("Prior Note") executed by Borrower in favor of the Lender dated May 6, 2016 in the principal amount of \$630,000.00 as amended by the modification-promissory note number 104678 payable to First Eagle Bank dated July 15, 2020 and second amendment to loan documents dated May 15, 2021 (as modified, restated or replaced from time to time, the "Note").

B. The Note is secured by a mortgage and assignment of rents (collectively referred to herein as "Milwaukee Mortgage") dated May 6, 2016 and recorded as document nos. 1613119169 and 1613119170 with the recorder of deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property known as 2539 N Milwaukee Avenue, Chicago, IL 60647 ("Milwaukee Property") which is legally described on Exhibit "A" attached hereto and made a part hereof.

Prepared by: JMC
Officer Review
Initial Review _____ Date _____
Final Review _____ Date _____

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C. The Note is further secured by a mortgage and assignment of rents (collectively referred to herein as "Avers Mortgage") dated December 18, 2020, and recorded as document nos. 2102507014 and 2102507015 with the recorder of deeds of Cook County, Illinois which was executed by Grantor 1 in favor of Lender and which created a second lien on the property known as 2109 N Avers Avenue, Chicago, IL 60647 ("Avers Property") which is legally described on Exhibit "B" attached hereto and made a part hereof.

D. The Note is further secured by a mortgage and assignment of rents (collectively referred to herein as "North Mortgage") dated December 18, 2020, and recorded as document nos. 2102507012 and 2102507013 with the recorder of deeds of Cook County, Illinois which was executed by Grantor 1 in favor of Lender and which created a second lien on the property known as 1639 N North Park Avenue, Chicago, IL 60614 ("North Property") which is legally described on Exhibit "C" attached hereto and made a part hereof. The Milwaukee Mortgage, Avers Mortgage and North Mortgage are hereinafter collectively referred to as the "Mortgages".

E. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor and Michael Schwartz dated May 6, 2016. The Note, Mortgages and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Grantor, or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

F. The modification-promissory note number 104378 dated July 15, 2020 ("First Amendment") deferred the requirement of Borrower making one monthly principal and interest payment.

G. The second amendment to loan documents dated May 15, 2021 and recorded with the recorder of deeds of Cook County as document no. 2124315008 ("Second Amendment") extended the maturity date of the Loan to June 30, 2023 ("Maturity Date").

H. Obligors wish to (i) increase the amount of the Loan by \$265,554.74 to \$751,950.00, (ii) remove Michael Shwartz as a Guarantor and (iii) extend the Maturity Date of the Loan to July 15, 2024. Lender has agreed to increase the Loan, remove Michael Shwartz as a guarantor and extend the Maturity Date as aforesaid, provided that Grantor 1 executes an additional mortgage and assignment of rents on the property known as 226 W St. Paul Avenue, Chicago, IL 60614 to further secure repayment of the

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Loan and subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Note Increase; Amended and Restated Note**. As of the date hereof, the total outstanding principal balance of the Note is \$486,395.26. Concurrent with the execution of this Amendment, the Borrower shall execute and deliver to Lender an amended and restated promissory note of even date herewith in the principal amount of Seven Hundred Fifty-One Thousand Nine Hundred Fifty and 00/100 Dollars (\$751,950.00), payable to the order of Lender ("Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$751,950.00 construction loan made by Lender to Borrower and evidenced by the Amended Note.

3. **Maturity Date**. Each reference in the Mortgages and other Loan Documents, as are concurrently herewith being modified or amended and restated, to the terms "maturity" or "Maturity Date" shall hereafter be deemed a reference to July 15, 2024.

4. **Interest Rate and Schedule of Payment**. Borrower will pay the Loan with an interest rate per annum equal to the greater of: (i) the Index as defined in the Amended Note, and (ii) eight and a quarter percent (8.25%) per annum. Subject to any changes resulting from changes in the Index, Borrower will pay this Loan in accordance with the following schedule:

1 interest payment at or prior to the execution of this Amendment in the amount of \$6,620.30;

9 regular monthly payments of all accrued unpaid interest as of each payment date, beginning October 15, 2023, with all subsequent interest payments to be due on the same day of each month thereafter; and

1 payment on July 15, 2024. This payment due on July 15, 2024 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan.

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5. **Interest Reserve.** Borrower hereby authorizes Lender to place \$41,000.00 of the principal amount of the Loan in an account to be used as an interest reserve, which is an estimate of the interest due on the Amended Note ("Interest Reserve"). All interest payments shall be paid from the Interest Reserve. Lender may automatically deduct accrued unpaid interest from the Interest Reserve. Interest will accrue, as described in the Amended Note, on amounts deducted from the Interest Reserve. In the event the interest due under the Amended Note exceeds the Interest Reserve, Borrower will pay accrued unpaid interest when due according to the terms of the Amended Note. Upon maturity, Lender will not advance or disburse the remaining Interest Reserve, if any, to Borrower. The principal due upon maturity will not include any remaining Interest Reserve.

6. **Additional Collateral.** Concurrent with the execution hereof, Grantor 2 shall cause the execution and delivery to Lender of a mortgage and assignment of rents (collectively referred to herein as "St. Paul Mortgage") in favor of Lender, in such forms Lender shall require, creating a valid third lien on property known as 226 W St. Paul Avenue, Chicago, IL 60614 ("St. Paul Property") which is legally described on Exhibit "D" attached hereto and made a part hereof as additional collateral securing the Amended Note as if it had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended, restated or replaced from time to time. All references in the Note and other the Loan Documents to "security" or "collateral" shall hereafter be deemed to include the St. Paul Property. All references to "Mortgages" shall hereafter be deemed to include the St. Paul Mortgage.

7. **Loan and Equity Requirements.** Borrower shall deposit with Lender (i) construction permits, (ii) stamped architectural plans and (iii) not less than Four Hundred Ten Thousand Seven Hundred Ninety Seven and 35/100 Dollars (\$410,797.35) of its cash equity requirement in a controlled account at Lender on or before January 15, 2024, with the balance required to be deposited on or before request is made for any disbursement of Loan proceeds to pay for items for the build out of the Milwaukee Property. If not received on or before January 15, 2024, it shall be an event of default in addition to those enumerated herein and in the other loan documents.

8. **Modification of Documents.** Concurrent with the execution of this Amendment, Borrower and Guarantor shall execute and deliver to Lender the following documents, as amendments and restatements of the original loan documents, or as supplemental Loan Documents securing the repayment of the Amended Note: (a) Borrower shall execute (i) a construction loan agreement, (ii) an assignment of

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construction contracts, (iii) and such other documents as Lender shall require in connection with the construction loan evidenced by the Amended Note, (b) Guarantor shall execute (i) a guaranty of completion and performance, (ii) an amended and restated commercial guaranty, and (iii) such other documents as Lender shall require in connection with the amended and restated construction loan evidenced by the Amended Note (all of the foregoing shall hereafter be included in the definition of "Loan Documents").

9. **Modification of Guarantors.** Michael Shwartz is hereby released as a guarantor of the Loan. Each remaining Guarantor acknowledges and consents to the amendments and modifications set forth in this Amendment. As additional consideration for Lender to amend the Note, each Guarantor shall execute and deliver to Lender, concurrent with the execution of this Amendment, (a) an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$751,950.00 (collectively, the "Amended Commercial Guaranty"), and (b) a Guaranty of Completion and Performance ("Performance Guaranty"). All references hereinafter and in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Commercial Guaranty" and the "Amended Performance Guaranty," individually and collectively, as the context may require.

10. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgages, Guaranty, and other Loan Documents, as hereby amended, restated or replaced, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, Mortgages, Guaranty, and other Loan Documents, as so amended.

11. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Milwaukee Mortgage, Avera Mortgage, North Mortgage, Guaranty and other Loan Documents, as modified, restated or replaced.

12. **Documents Unmodified.** Except as modified hereby, or amended and restated concurrently herewith, the Amended Note, Mortgages, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

13. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Seven Thousand Five Hundred Nineteen and 50/100 Dollar (\$7,519.50) plus all out-of-pocket costs and expenses incurred by Lender in connection with this

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Amendment, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

14. **Representations and Warranties of Borrower.** Each Borrower hereby represents, covenants and warrants to Lender as follows:

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

(b) There is currently no Event of Default (as defined in the Loan Documents) and Borrower 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 Amended Note, the Mortgages or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

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

(f) Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Amendment has been duly executed and delivered on behalf of Borrower.

15. **Binding Agreement.** This Amendment shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given

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by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment and recognizes that it is executing and delivering this Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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

17. **Other Modifications.** Anything contained in the Mortgages to the contrary notwithstanding, the Mortgages also secure all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Amended Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgages or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor 1, (ii) Grantor 2, (iii) each beneficiary of Grantor 1 and Grantor 2, if either Grantor 1 or Grantor 2 is a land trust, (iv) the maker of the Amended Note, if other than Grantor 1 or Grantor 2, and if more than one maker, each co-borrower of the Amended Note other than Grantor 1 or Grantor 2, and (v) each guarantor of the Amended Note.

This Amendment shall extend to and be binding upon each Obligor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

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This Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Each Obligor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, 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, direct or indirect, 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 date of this Amendment 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 Loan or the Loan Documents occurring on or before the date of this Amendment, 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 date of this Amendment. 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 date of this Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, 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 Amendment voluntarily with full knowledge of the significance of the Release Provision 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 Amendment.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK OR DUPAGE, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AMENDMENT OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, this Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

3M FSB, LLC, an Illinois limited liability company


By: Martin Barboza, Manager

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GRANTOR 1:

MBGL Properties, LLC, an Illinois limited liability company


By: Martin Barboza, Manager

GRANTOR 2:


Mathew Focht aka Mathew D. Focht


Karen E. Focht

GUARANTOR:


Martin Barboza


Mathew Focht aka Mathew D. Focht

LENDER:

First Eagle Bank


By: Faruk Daudbasic, Senior Vice President

Property of Cook County Clerk's Office


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BORROWER'S ACKNOWLEDGMENT

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 **Martin Barboza**, Manager of 3M FSB, LLC, an Illinois limited liability company, 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 said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 25th day of Sept, 2023



Notary Public




GRANTOR 1'S ACKNOWLEDGMENT

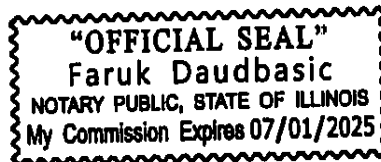
STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Martin Barboza**, Manager of MBGL Properties, LLC, an Illinois limited liability company, 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 said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 25th day of Sept, 2023



Notary Public



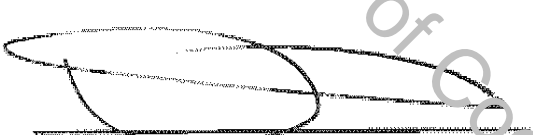
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GRANTOR 2'S ACKNOWLEDGMENT

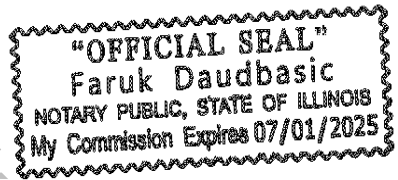
STATE OF ILLINOIS) SS.
COUNTY OF COX)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Mathew Focht aka Mathew D. Focht and Karen Focht**, 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 they signed, sealed and delivered said instrument as their free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of Sept, 2023



Notary Public




GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COX)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Martin Barboza**, 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 said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of Sept, 2023



Notary Public




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GUARANTOR'S ACKNOWLEDGMENT

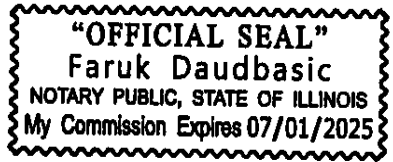
STATE OF ILLINOIS) SS.
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Mathew Focht aka Mathew D. Focht**, 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 said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of Sept, 2023



Notary Public

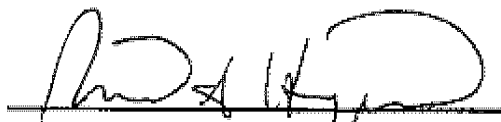


LENDER'S ACKNOWLEDGMENT

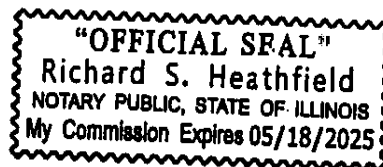
STATE OF ILLINOIS) SS.
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Faruk Daudbasic**, Senior Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of September, 2023



Notary Public



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EXHIBIT "A"

LOT 26 IN LOGAN SQUARE ADDITION TO CHICAGO, A SUBDIVISION OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2539 N Milwaukee Avenue, Chicago, IL 60647

P.I.N.: 13-25-315-032-0000

EXHIBIT "B"

LOT 37 IN CHARLES E. NEEROS' RESUBDIVISION OF BLOCK 5 IN GRANT AND KEENEY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2109 N Avers Avenue, Chicago, IL 60647

P.I.N.: 13-35-118-017-0000

EXHIBIT "C"

LOT 4 (EXCEPT THAT PART TAKEN FOR NORTH FRANKLIN AVENUE) IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION BY STEPHEN F. GALE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 1639 N North Park Avenue, Chicago, IL 60614

P.I.N.: 14-33-422-016-0000

EXHIBIT "D"

LOT 61 IN SIMM AND D'ANTIN'S SUBDIVISION OF LOTS 14 TO 19, INCLUSIVE AND THE SOUTH 63 FEET OF LOT 13 IN GALES NORTH ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 226 S St. Paul Avenue, Chicago, IL 60614

P.I.N.: 14-33-417-017-0000