



Doc# 2332615000 Fee \$89.00

305548576.7
11-20-23

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/22/2023 09:20 AM 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 60606Permanent Tax Index Numbers
and Addresses: See Exhibit A

MEMORANDUM OF SIXTH MODIFICATION AGREEMENT

Pursuant to a Sixth Modification Agreement (the "**Sixth Modification Agreement**") dated as of November 20, 2023 (the "**Execution Date**"), but effective as of October 15, 2023 (the "**Effective Date**"), HASTINGS CENTER OFFICE, LLC, an Illinois limited liability company (the "**Borrower**"), and AMERITUS REAL ESTATE FUND, LP, a Delaware limited partnership (the "**Ameritus Fund**"), ABR PROPERTIES V, LLC, a Delaware limited liability company (the "**ABR JV Member**") (the Borrower, the Ameritus Fund and the ABR JV Member 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, have made certain modifications and amendments to the following documents (collectively, the "**Documents**"), which encumber the real estate described in **Exhibit A** attached hereto and the personal property located thereon:

- (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 "**CIBC Note**"), from the Borrower to CIBC as Lender in the face amount of \$15,600,000.
- (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.

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(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 (the “**Indemnity Agreement**”), from the Borrower and the Ameritus Fund to the Agent.

(vi) Guaranty of Payment and Completion dated as of December 22, 2015 (the “**Guaranty**”), from the Ameritus Fund 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.

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 other than the ABR JV Member, 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 other than the ABR JV Member, 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 other than the ABR JV Member, 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; (iv) the Fourth Modification Agreement dated as of June 22, 2022 (the “**Fourth Modification**”), by and among the Borrower/Guarantor Parties other than the ABR JV Member, and the Agent and CIBC in its capacity as the sole Lender, recorded in the Office of the County Clerk of Cook County, Illinois, on July 6, 2022, as Document No. 2218710116; and (v) the Fifth Modification Agreement dated as of October 15, 2022 (the “**Fifth Modification**”), by and among the Borrower/Guarantor Parties other than the ABR JV Member, and the Agent and CIBC in its capacity as the sole Lender, recorded in the Office of the County Clerk of Cook County, Illinois, on November 21, 2022, as Document No. 2232522034.

The Borrower/Guarantor Parties, the Agent and CIBC in its capacity as the sole Lender hereby confirm that the Sixth Modification Agreement contains the following provisions, among others:

1. All capitalized terms used and not otherwise defined in the Sixth Modification Agreement shall have the meanings set forth in the Loan Agreement, as modified and amended by the Previous Modifications.

2. All references in the Documents to the Commitment Amount, the Commitments and the amount of the Loans, the Notes and the CIBC Note are changed from “\$15,600,000” to “\$13,936,387.43”, including, without limitation, in Schedule 2.1 in the Loan Agreement, in the

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upper lefthand corner on page 1 of the CIBC Note, in Recital paragraph A in the Mortgage, in the defined term “Notes” in Section 1.1 of the Mortgage, in Section 2.1 of the Mortgage, and in Recital paragraph B in the Guaranty. The Available Commitment is terminated and reduced to \$0.00. After giving effect to the foregoing provisions of this paragraph, the principal amount outstanding on the Loans and the Notes will be equal to the Commitment Amount, no amount will be available for disbursement on the Loans and the Notes on or after the Effective Date, and on and after the Effective Date, the Lenders shall have no obligation to make, and the Borrower shall have no right to receive, any additional disbursements of proceeds of the Loans. All of the Documents, as modified and amended by the Previous Modifications, are modified and amended to incorporate the foregoing provisions of this paragraph.

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

“Fifth Extended Maturity Date” means October 15, 2026.

The defined term “Maturity Date” in Section 1.1 of the Loan Agreement, as modified and amended by the Previous Modifications, is 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; (v) on and after the Third Extended Maturity Date to the Fourth Extended Maturity Date, the Fourth Extended Maturity Date; and (vi) on and after the Fourth Extended Maturity Date to the Fifth Extended Maturity Date, the Fifth Extended Maturity Date.

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 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, and from the Third Extended Maturity Date of October 15, 2022, to the Fourth Extended Maturity Date of October 15, 2023, pursuant to the Fifth Modification. The maturity date of the Loans and the Notes, as previously extended to October 15, 2023, is extended from the Fourth Extended Maturity Date of October 15, 2023, to the Fifth Extended Maturity Date of October 15, 2026, and all of the Documents, as modified and amended by the Previous Modifications, are modified and amended accordingly. 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 Fifth Extended Maturity Date. The Borrower shall have no right to extend the Maturity Date beyond the Fifth Extended Maturity Date

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of October 15, 2026. The last sentence in Section 2.1 of the Mortgage, as modified and amended by the Previous Modifications, is 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, 2026.

4. The ABR JV Member shall become an additional joint and several Guarantor under the Loan Documents; and for that purpose, on the Execution Date, the Ameritus Fund and the ABR JV Member shall execute and deliver to the Agent an Amended and Restated Guaranty of Payment, amending and restating the Guaranty (the "**Amended and Restated Guaranty**"). From and after the Effective Date, all references in the Documents to the "Loan Documents" shall be deemed to include a reference to the Amended and Restated Guaranty, and all references in the Documents to the "Guarantor" shall be deemed to be a reference to the Ameritus Fund and the ABR JV Member, each individually and collectively as Guarantors; and all of the Documents are modified and amended accordingly.

5. The ABR JV Member is added as an additional Indemnitor under the Indemnity Agreement. The ABR JV Member joins in the Indemnity Agreement, and agrees to be jointly and severally bound and obligated under the Indemnity Agreement with the other Indemnitors. The Indemnity Agreement and all of the other Documents, each as modified and amended by the Previous Modifications, shall be deemed include reference to the ABR JV Member as a joint and several Indemnitor under the Indemnity Agreement. The Indemnity Agreement and all of the other Documents, each as modified and amended by the Previous Modifications, are modified and amended to incorporate the foregoing provisions in this paragraph.

6. The notice addresses in all of the Documents to the parties named below are modified and amended to be as follows:

The Borrower:

Hastings Center Office, LLC
c/o Ameritus LLC
121 West Wacker Drive
Suite 1220
Chicago, Illinois 60601
Attention: Benjamin Nummy

Hastings Center Office, LLC
c/o ABR Capital Partners
100 Light Street
Suite 2400
Baltimore, Maryland 21202
Attention: ABR Asset Manager

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Hastings Center Office, LLC
 c/o ABR Capital Partners
 100 Light Street
 Suite 2400
 Baltimore, Maryland 21202
 Attention: ABR Legal Department

With a copy to:

Robbins DiMonte, Ltd.
 216 West Higgins Road
 Park Ridge, Illinois 60068
 Attention: Robert E. Harig

The Administrative Agent:
 and CIBC as Lender

CIBC Bank USA
 120 South LaSalle Street
 Chicago, Illinois 60603
 Attention: Katelyn Bigelow

With a copy to:

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

7. The Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as previously modified and amended by the Previous Modifications and as expressly modified and amended in the Sixth Modification Agreement. In order to induce the Agent and CIBC as the sole Lender to enter into the Sixth Modification Agreement, the Borrower/Guarantor Parties (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended in the Sixth Modification Agreement; (ii) acknowledge and agree that by the Agent's and CIBC's as the sole Lender entering into the Sixth Modification 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 in the Sixth Modification Agreement; (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 in the Sixth Modification Agreement, 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 the Sixth

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Modification Agreement. Electronic records of executed documents maintained by the Agent or any Lender shall be deemed to be originals thereof.

**[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]**

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

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IN WITNESS WHEREOF, the parties have executed this instrument as of the Execution Date, effective as of the Effective Date.

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
Benjamin S. Nummy, Authorized Signatory

By Brown Manager V LLC, Co-Manager

By _____
Lawrence E. Collins, Vice President

AMERITUS REAL ESTATE FUND, LP

By Ameritus Fund GP, LLC, General Partner

By Benjamin S. Nummy
Benjamin S. Nummy, Authorized Manager

ABR PROPERTIES V, LLC

By ABR Properties V Manager LLC, Manager

By _____
Lawrence E. Collins, Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this instrument as of the Execution Date, effective as of the Effective Date.

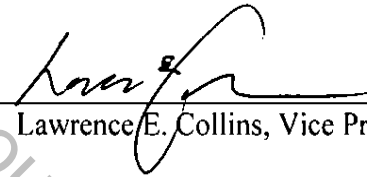
HASTINGS CENTER OFFICE, LLC

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  _____
Lawrence E. Collins, Vice President

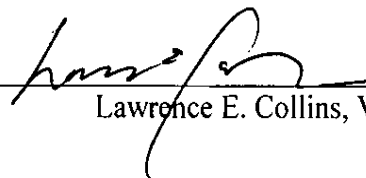
AMERITUS REAL ESTATE FUND, LP

By Ameritus Fund GP, LLC, General Partner

By _____
Benjamin S. Nummy, Authorized Manager

ABR PROPERTIES V, LLC


By ABR Properties V Manager LLC, Manager

By  _____
Lawrence E. Collins, Vice President

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

By 
Katelyn Bigelow, Managing Director

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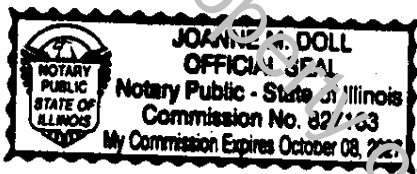
COOK COUNTY CLERK OFFICE
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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of November, 2023, 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.



Joanne M. Doll
Printed Name: Joanne M. Doll
Notary Public
Commission Expires: 10-8-2027

STATE OF MARYLAND)
)
) SS
CITY OF BALTIMORE)

The foregoing instrument was acknowledged before me this _____ day of November, 2023, 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.

Printed Name: _____
Notary Public
Commission Expires: _____

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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this 15th day of November, 2023, 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.



Joanne M. Doll
 Printed Name: Joanne M. Doll
 Notary Public
 Commission Expires: 10-8-2027

STATE OF MARYLAND)
)
 CITY OF BALTIMORE)

SS

The foregoing instrument was acknowledged before me this _____ day of November, 2023, by Lawrence E. Collins, Vice President of ABR Properties V Manager LLC, a Delaware limited liability company, Manager of ABR Properties V, LLC, a Delaware 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, 2023, 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)
)
) SS
CITY OF BALTIMORE)

The foregoing instrument was acknowledged before me this 15th day of November, 2023, 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.

Printed Name: _____
Notary Public
Commission Expires: _____

Paul Eunzoon Yang NOTARY PUBLIC HOWARD COUNTY STATE OF MARYLAND My Commission Expires June 11, 2024

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this _____ day of November, 2023, 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 MARYLAND)
)
 CITY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 15th day of November, 2023, by Lawrence E. Collins, Vice President of ABR Properties V Manager LLC, a Delaware limited liability company, Manager of ABR Properties V, LLC, a Delaware limited liability company, on behalf of the said companies.



 Printed Name: _____
 Notary Public
 Commission Expires: _____

Paul E. Yang NOTARY PUBLIC HOWARD COUNTY STATE OF MARYLAND My Commission Expires June 11, 2024

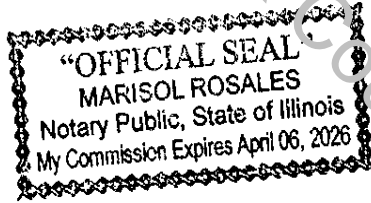
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STATE OF ILLINOIS)
 Dulage)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 15th day of November, 2023, by Katelyn Bigelow, a Managing Director of CIBC Bank USA, an Illinois banking corporation, on behalf of the corporation.



Printed Name: Marisol Rosales
 Notary Public
 Commission Expires: April 6, 2026



Property of Cook County Clerk's Office

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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 23 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 06 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)

17-19-115-006-0000 (Part of Parcel 1)

17-19-115-002-0000 (Parcel 2)

17-19-113-051-0000 (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