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Freedom Title Corporation
2000 W ATT Center Dr., Ste C205
Hoffman Estates, IL 60192

Doc#: 2401806244 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/18/2024 02:28 PM Pg: 1 of 21

**PREPARED BY, RECORDING
REQUESTED BY, AND AFTER
RECORDING RETURN TO:**

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attn: Justin Newman

6716389-1 HOWARD

THIRD LOAN MODIFICATION AGREEMENT

This **THIRD LOAN MODIFICATION AGREEMENT** (this "Agreement") is made and entered into as of December 28, 2023, but effective as of November 11, 2023, by and among **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state-chartered bank, together with its successors and assigns ("Lender"), **OAKDALE I, L.L.C.**, a Delaware limited liability company ("Oakdale"), **DEMING I, L.L.C.**, a Delaware limited liability company ("Deming") and **FULLERTON I, L.L.C.**, a Delaware limited liability company ("Fullerton") and individually and collectively with Oakdale and Deming referred to herein as "Borrower", and Donal P. Barry, Sr., Donal P. Barry Declaration of Trust dated June 27, 2000, Donal P. Barry, Jr., Donal P. Barry, Jr. Declaration of Trust dated May 29, 2002, Sean T. Barry, Sean T. Barry Trust dated January 13, 2000, James W. Purcell, James W. Purcell Trust dated December 8, 2004, Michael F. Purcell, II and Michael F. Purcell, II Trust dated June 23, 1999 (collectively, the "Guarantor" or "Guarantors").

WITNESSETH

WHEREAS, Borrower is the owner of certain real estate commonly known as 734 W. Oakdale Avenue, which is located in, Chicago, Illinois, ("Oakdale Premises"), 482 W. Deming Place, which is located in Chicago, Illinois ("Deming Premises") and 742 W. Fullerton Avenue, which is located in Chicago, Illinois ("Fullerton Premises"), and more particularly described on **Exhibit A** attached hereto (Oakdale Premises, Deming Premises and Fullerton Premises are individually and collectively referred to as the "Premises"); and

WHEREAS, Lender has heretofore made a loan (the "Loan") to Borrower in the stated principal sum of Six Millions Two Hundred Thousand and No/100 Dollars (\$6,200,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note (defined below) with interest as provided therein; and

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WHEREAS, the unpaid principal balance of the loan, after applying the December 2023 Payment (defined below), is Five Million Six Hundred Sixty Eight Thousand Eight Hundred and 00/100 Dollars (\$5,668,800.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents"), each of which is dated as of July 19, 2016, unless otherwise stated:

- a. Promissory Note (the "Note") made by Borrower to Lender in the stated principal sum of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note, with interest as provided therein;
- b. Guaranty (the "Guaranty") made by Guarantor in favor of Lender;
- c. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (herein called "Mortgage") made by Borrower encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as document number 1620455246;
- d. Assignment of Leases and Rents made by Borrower, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office as document number 1620455247;
- e. Security Agreement made by Borrower, as debtor, to Lender, as secured party;
- f. Loan Agreement (herein called "Loan Agreement") executed by and between Borrower and Lender;
- g. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party recorded in the Recorder's Office as document number 1620455248;
- h. Environmental Indemnity Agreement made by Borrower and Guarantors in favor of Lender;
- i. Subordination of Management Agreement made by BJB Properties, Inc., an Illinois corporation and Borrower in favor of Lender;
- j. Closing Certificate made by Borrower and Guarantors in favor of Lender;

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k. Loan Modification Agreement, dated as of June 28, 2023, made by Lender, Borrower and Guarantors;

l. Second Loan Modification Agreement, dated as of August 29, 2023, made by Lender, Borrower and Guarantors; and

m. Such other documents evidencing the foregoing; and

WHEREAS, Lender, Borrower, and Guarantors have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendments to Note.** Notwithstanding anything contained in the Loan Documents to the contrary, the terms of the Note are hereby amended as follows:

(a) The definition of "Maturity Date" is hereby deleted and replaced with the following date: November 11, 2025. All references in the Loan Documents to the "Maturity Date" any corresponding term shall mean and refer to the "Maturity Date" as hereby modified.

(b) The definition of Debt Service in the Loan Agreement is hereby deleted and replaced with the following:

"Debt Service: The aggregate debt service payments (principal, interest, reserves and escrows) on the maximum aggregate amount of the Loan, based upon the following calculations as determined by Lender: (i) a 30 year amortization schedule and (ii) an interest rate determined on the applicable determination date equal to the greatest of (x) one and eighty five hundredths percent (1.85%) plus the then-prevailing yield on a ten (10) year U.S. Treasury bond, (y) the Interest Rate (then in effect under the Note) and (z) six percent (6%) per annum."

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- (c) Section 4.A. of the Note is hereby deleted and replaced with the following:

“Commencing on the tenth (10th) Business Day of January, 2024 and on the tenth (10th) day of each successive month thereafter, to and including the month in which the Maturity Date occurs, Borrower shall make payments to Lender of principal in the amount of Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00), based upon a thirty (30) year amortization schedule, plus interest on the outstanding principal balance of the indebtedness evidenced by this Note. Borrower shall also make a payment to Lender of principal for the month of December 2023, due on December 28, 2023 in the amount of Eight Thousand Three Hundred and No/100 Dollars (\$8,300.00), plus all accrued unpaid interest on the outstanding principal balance of the indebtedness evidenced by this Note (the “December 2023 Payment”).”

- (d) The Note is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

4. **Amendments to Loan Agreement.** In addition to any other modifications contained in this Agreement, the terms of the Loan Agreement are hereby amended as follows:

- (a) Section 7.1(k) of the Loan Agreement is hereby deleted and replaced with the following:

“(k) If Borrower fails to maintain a Debt Service Coverage Ratio of 1.1:1.0 during the term of the Loan, tested semi-annually on each June 30th and December 31st thereafter, beginning with the semi-annual period ending June 30, 2024, as determined by Lender in accordance with the terms of this Agreement, and such failure is continuing for ten (10) business days following the delivery of notice by Lender to Borrower. Borrower shall have the right to reduce the principal amount of the Loan then outstanding in order to cure such failure.”

- (b) The Loan Documents are modified to secure the Note and the Loan Agreement as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Amendments to Mortgage.** The Mortgage is hereby modified to secure the Note and the Loan Agreement as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

6. **Amendments to Guaranty.** In addition to any other modifications contained in this Agreement, the terms of the Guaranty are hereby amended as follows:

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(a) Section 2.1, Section 2.2 and Section 2.3 of the Guaranty are hereby deleted and replaced with the following:

“Section 2.1 Guaranty of Obligation. Subject to the limitations set forth in Sections 2.2 and 2.3, Guarantors hereby irrevocably and unconditionally jointly and severally guarantee to Lender and its successors and assigns the payment and performance of the Guaranteed Obligation as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity or otherwise. Guarantors hereby irrevocably and unconditionally covenant and agree that they are liable for the Guaranteed Obligation as primary obligors.

Section 2.2 Definition of Guaranteed Obligation. The term “**Guaranteed Obligation**” means (i) for all of the Guarantors, the performance obligations of Borrower in favor of Lender as outlined in the Loan Documents, (ii) for all of the Guarantors, jointly and severally, the obligation for payment of the entire principal and all accrued and unpaid interest due on the Loan upon the conditions described in Section 2.3 below plus Enforcement Costs, and all other amounts owed by Borrower pursuant to the Loan Documents, and (iii) for all of the Guarantors, jointly and severally, the obligation for payment of Two Million Eight Hundred Thirty Three Thousand Four Hundred and No/100 Dollars (\$2,833,400.00) plus Enforcement Costs, and all other amounts owed by Borrower pursuant to the Loan Documents; provided, however, that if Borrower achieves a Debt Service Coverage Ratio of greater than 1.06:1.00, and for so long as Borrower shall maintain said condition, the Guaranteed Obligation described in Section 2.2(iii) shall reduce to zero.

Section 2.3 Liability. This Guaranty is a guaranty from the Guarantor. Notwithstanding anything in this Guaranty to the contrary (including but not limited to Section 2.2 hereof), Guarantor shall, upon the occurrence of any of the following, at all times have liability with respect to the guaranty of the payment and performance of the Indebtedness (as defined in the Mortgage) to the extent of the Guaranteed Obligations plus all accrued and unpaid interest on the Loan plus Enforcement Costs (except as hereinafter provided):

(a) Guarantor shall at all times have unlimited liability with respect to the guaranty of the payment and performance of the Indebtedness (as defined in the Mortgage) in the event (i) Borrower voluntarily files for bankruptcy or is involuntarily placed into bankruptcy by an affiliate, accountant, attorney, or other representative of any Borrower and such involuntary bankruptcy is not dismissed within ninety (90) days after the filing thereof, or (ii) there is a violation of any provision set forth in Section 6.23(c) of the Mortgage, or (iii) of fraud or willful misrepresentation by Borrower, its members, officers or directors, as the case may be, or any Guarantor with respect to the Loan; and

(b) Guarantor shall at all times have personal liability for the payment of the “**Special Damages**” (as hereinafter defined), which amount shall be due and payable to Lender on demand. As used herein, the “Special Damages” means any and all losses or damages Lender may incur as a result of or in connection with any of the following:

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(i) Any unearned prepaid rental or other income arising with respect to the property then covered by the liens, assignments and security interests of the Loan Documents (the "**Liens**") and, in addition, any rental or other income arising with respect to the property then covered by the Liens and retained by Guarantor after the earliest to occur of (1) the date on which Lender accelerates maturity of the Note or (2) the date on which Lender forecloses (or attempts to foreclose) the Liens or (3) the date on which Lender has given to Guarantor any written notice that any Guarantor is in default hereunder or under the other Loan Documents, it being understood and agreed that except as expressly set forth in the Loan Documents, Lender has no obligation to give any such notice (such earliest date being herein called the "**Operative Date**");

(ii) The misappropriation by Borrower or any Guarantor of (1) any proceeds paid to Borrower or any Guarantor under any insurance policies by reason of damage, loss or destruction to any portion of the property covered by the Liens (but only to the full extent of such proceeds so misapplied) or (2) any proceeds or awards resulting from the condemnation of all or any part of the property covered by the Liens;

(iii) Failure to pay taxes, assessments or other charges which can create liens on any portion of the Mortgaged Property that are payable or applicable under the Loan Documents unless the amounts of any such taxes are being contested in good faith by the Borrower;

(iv) Failure to pay any valid mechanic's liens, materialmen's liens or other liens (whether or not similar) arising due to work performed or materials furnished which could create liens on any portion of the Mortgaged Property unless such lien is being contested in the manner provided for in the Mortgage;

(v) Failure to deliver to Lender or the applicable tenant any security deposit paid by any tenant with respect to the Mortgaged Property, to the extent such tenant is lawfully entitled to receive a refund of such security deposit;

(vi) Any failure to fully pay and satisfy all operating expenses of the Mortgaged Property; and

(vii) Borrower contests, delays or otherwise hinders any action taken by Lender in connection with the appointment of a receiver for the Mortgaged Property or the foreclosure of the liens, mortgages or other security interests created by any of the Loan Documents.

This Guaranty is a "last dollar" guaranty, and accordingly, under no circumstances shall Guarantor's liability hereunder be reduced by, from or as a result of any payment to or

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amount except as may be made from Guarantor's personal funds. Furthermore, this Guaranty shall not limit in any way the liability of Guarantor that may arise out of the obligations set forth in the Environmental Indemnity Agreement dated of even date herewith made by Guarantor and Borrower in favor of Lender."

(b) The Guaranty is modified to secure the Note and the Loan Agreement as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. **Amendments to Loan Documents.** The Loan Documents are modified to secure the Note and the Loan Agreement as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

8. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

9. **Title Insurance.** Upon request of Lender at any time during the term of the Loan, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

- (a) there are no exceptions to title except (i) general real estate taxes for the year 2023 and subsequent years, and (ii) those approved by Lender in Lender's sole discretion;
- (b) reflects the recording of this Agreement and other recorded documents required by Lender in Lender's sole discretion; and
- (c) re-dates the effective date of the Title Policy to the date of recording of this Agreement.

10. **Lender Expenses.** Borrower agrees to pay to Lender:

- (a) Concurrent with the execution and delivery of this Agreement, a commitment fee in the amount of Fourteen Thousand One Hundred Seventy Two Dollars and No Cents (\$14,172.00); and
- (b) all reasonable costs, fees and expenses (including, but not limited to, reasonable legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the

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foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

11. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

12. **Joiner of Guarantor.** Notwithstanding anything to the contrary contained herein, Guarantors have entered into this Agreement for the purpose of ratifying and confirming Guarantors' obligations under the Guaranty and the other Loan Documents, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

13. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

LENDER:

CIBC BANK USA,
an Illinois state-chartered bank

By: Bridget Norton
Name: Bridget Norton
Title: Managing Director

BORROWER:

OAKDALE I, L.L.C.,
a Delaware limited liability company,

By: OAKDALE I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: _____
Name: Donal P. Barry, Sr.
Title: President

DEMING I, L.L.C.,
a Delaware limited liability company,

By: DEMING I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: _____
Name: Donal P. Barry, Sr.
Title: President

FULLERTON I, L.L.C.,
a Delaware limited liability company,

By: FULLERTON I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: _____
Name: Donal P. Barry, Sr.
Title: President

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

LENDER:

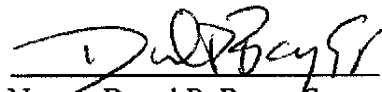
CIBC BANK USA,
an Illinois state-chartered bank

By: _____
Name: _____
Title: _____

BORROWER:


OAKDALE I, L.L.C.,
a Delaware limited liability company,

By: OAKDALE I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: 
Name: Donal P. Barry, Sr.
Title: President

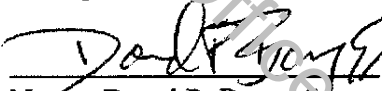
DEMING I, L.L.C.,
a Delaware limited liability company,

By: DEMING I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: 
Name: Donal P. Barry, Sr.
Title: President

FULLERTON I, L.L.C.,
a Delaware limited liability company,


By: FULLERTON I MANAGEMENT SPE, INC., a
Delaware corporation, its Managing Member

By: 
Name: Donal P. Barry, Sr.
Title: President

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GUARANTORS:



Name: Donal P. Barry, Sr., individually



Name: Donal P. Barry, Jr., individually



Name: Sean T. Barry, individually



Name: James W. Purcell, individually



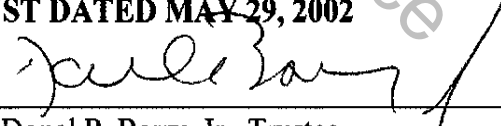
Name: Michael F. Purcell, II, individually

Property of Cook County Office

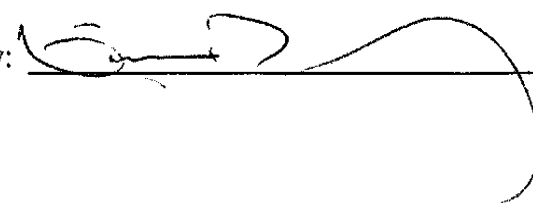
**DONAL P. BARRY DECLARATION OF TRUST
DATED JUNE 27, 2000**

By: 
Donal P. Barry, Sr., Trustee

**DONAL P. BARRY, JR. DECLARATION OF
TRUST DATED MAY 29, 2002**

By: 
Donal P. Barry, Jr., Trustee

**SEAN T. BARRY TRUST DATED JANUARY 13,
2000**

By: 

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Sean T. Barry, Trustee

**JAMES W. PURCELL TRUST DATED
DECEMBER 8, 2004**

By: _____

James W. Purcell, Trustee

**MICHAEL F. PURCELL, II TRUST DATED
JUNE 23, 1999**

By: _____

Michael F. Purcell, II, Trustee

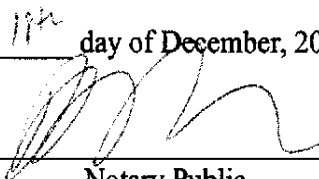
Property of Cook County Clerk's Office

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STATE OF Illinois)
) SS.
COUNTY OF DeKalb)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Bridget Norton, the Managing Director of **CIBC BANK USA**, an Illinois state-chartered bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **CIBC BANK USA**, for the uses and purposes therein set forth.

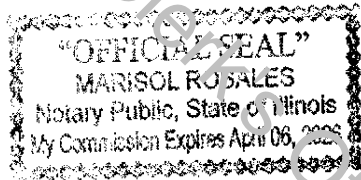
GIVEN under my hand and notarial seal this 19th day of December, 2023.



Notary Public

My Commission Expires:

April 6, 2026

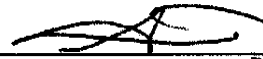


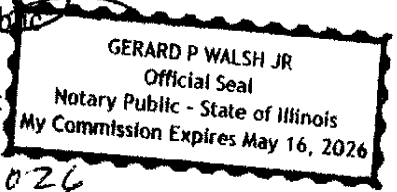
UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, the President of **OAKDALE I MANAGEMENT SPE, INC.**, a Delaware corporation, the Managing Member of **OAKDALE I L.L.C.**, a Delaware **limited liability company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of December, 2023.




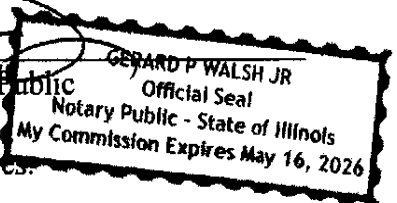
Notary Public
My Commission Expires: 5/16/2026


STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, the President of **DEMING I MANAGEMENT SPE, INC.**, a Delaware corporation, the Managing Member of **DEMING I L.L.C.**, a Delaware **limited liability company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



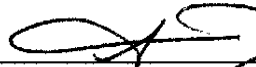
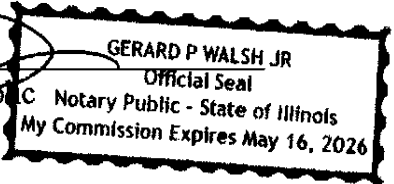
Notary Public
My Commission Expires: 5/16/2026


UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, the President of **FULLERTON I MANAGEMENT SPE, INC.**, a Delaware corporation, the Managing Member of **FULLERTON I L.L.C.**, a Delaware **limited liability company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.


Notary Public 

My Commission Expires:


5/16/2026

UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Sr.**, who is 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 and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

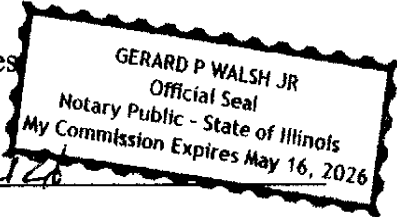
GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires

5/16/2026



STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Jr.**, who is 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 and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

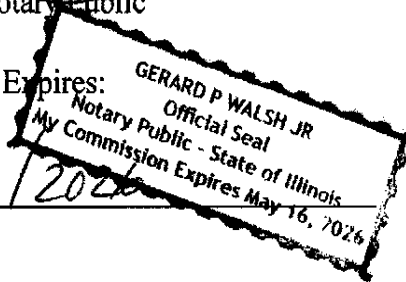
GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires:

5/16/2026



UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

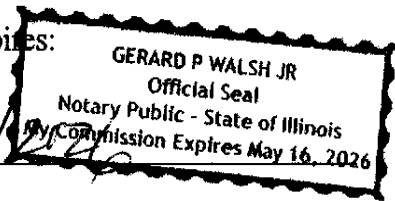
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Sean T. Barry**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires:



STATE OF)
) SS.
COUNTY OF)

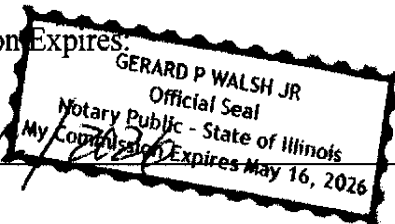
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **James W. Purcell**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires:

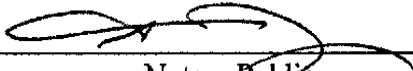


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STATE OF)
) SS.
COUNTY OF)

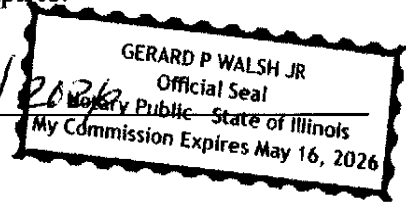
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael F. Purcell, II**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires:



STATE OF)
) SS.
COUNTY OF)

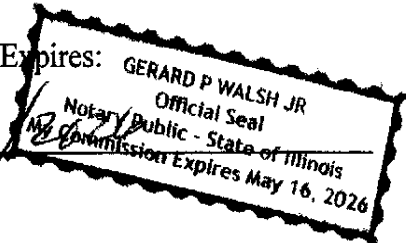
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Sr., not personally, but as Trustee of the Donal P. Barry Declaration of Trust Dated June 27, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public

My Commission Expires:




UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Jr., not personally, but as Trustee of the Donal P. Barry, Jr. Declaration of Trust Dated May 29, 2002**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.

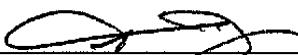


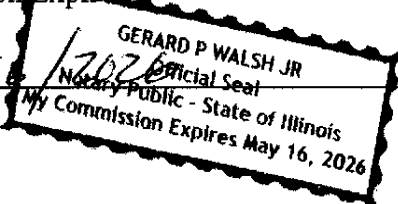
Notary Public
GERARD P WALSH JR
Official Seal
Notary Public - State of Illinois
My Commission Expires May 16, 2026
5/16/2026

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Sean T. Barry, not personally, but as Trustee of the Sean T. Barry Trust Dated January 13, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.




Notary Public
My Commission Expires:
5/16/2026


UNOFFICIAL COPY

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **James W. Purcell, not personally, but as Trustee of the James W. Purcell Trust December 8, 2004**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.

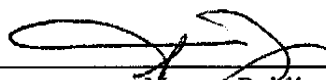


Notary Public
GERARD P WALSH JR
Official Seal
Notary Public - State of Illinois
My Commission Expires May 16, 2026
5/16/2026

STATE OF)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael F. Purcell, not personally, but as Trustee of the Michael F. Purcell, II Trust Dated June 23, 1999**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of December, 2023.



Notary Public
My Commission Expires: GERARD P WALSH JR
Official Seal
Notary Public - State of Illinois
My Commission Expires May 16, 2026
5/16/2026

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1: LOT 6 IN HUSSENDER'S SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 100 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) IN GARDNER AND KNOKE'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 734 W. Oakdale Avenue
Chicago, Illinois 60657

Permanent Index No.: 14-28-110-007-0000

PARCEL 2: THE SOUTHWESTERLY 46.75 FEET OF LOT 5 IN JOHNSONS SUBDIVISION IN THE SUBDIVISION OF LOT 3 AND THE SOUTHERLY ½ OF LOT 2 (EXCEPT THE EAST 50 FEET THEREOF) IN DEMING'S SUBDIVISION OF PART OF OUT LOT 'B' IN WRIGHTWOOD A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 482 W. Deming Place
Chicago, Illinois 60614

Permanent Index No.: 14-28-318-011-0000

PARCEL 3: THE EAST 8 FEET OF LOT 33 AND ALL OF LOT 34 IN THE SUBDIVISION OF THE SOUTH 836 FEET OF OUT LOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 742 W. Fullerton Avenue
Chicago, Illinois 60614

Permanent Index No.: 14-28-311-082-0000