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Doc# 2402215001 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/22/2024 09:18 AM PG: 1 OF 22

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

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

*Howard*  
*FR6720736*

**SECOND LOAN MODIFICATION AGREEMENT**

This **SECOND LOAN MODIFICATION AGREEMENT** (this "Agreement") is made and entered into as of December 29, 2023, but effective as of November 30, 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"), **1022 WEST DAKIN LLC**, a Delaware limited liability company ("Borrower"), and **DONAL P. BARRY, SR.** ("Donal Sr."), **DONAL P. BARRY DECLARATION OF TRUST DATED JUNE 27, 2000** (the "Donal Sr. Trust"), **DONAL P. BARRY, JR.** ("Donal Jr."), **DONAL P. BARRY, JR. DECLARATION OF TRUST DATED MAY 29, 2002** (the "Donal Jr. Trust"), **SEAN T. BARRY** ("Sean"), **SEAN T. BARRY TRUST DATED JANUARY 13, 2000** (the "Sean Trust"), **JAMES W. PURCELL** ("James"), **JAMES W. PURCELL TRUST DATED DECEMBER 8, 2004** (the "James Trust"), **MICHAEL F. PURCELL, II** ("Michael"), **MICHAEL F. PURCELL, II TRUST DATED JUNE 23, 1999** (the "Michael Trust"), **KATHLEEN BARRY BOYCHUCK** ("Kathleen"), **DONAL P. BARRY 2000 IRREVOCABLE DESCENDANTS TRUST UNDER TRUST AGREEMENT DATED JUNE 27, 2000 FOR THE BENEFIT OF KATHLEEN BARRY** (the "Kathleen Trust"), **DAVID ANTHONY KELLY** ("David"), **DAVID A. KELLY TRUST DATED JUNE 7, 2013** (the "David Trust"), **ROBERT F. PURCELL** ("Robert," and together with Donal Sr., the Donal Sr. Trust, Donal Jr., the Donal Jr. Trust, Sean, the Sean Trust, James, the James Trust, Michael, the Michael Trust, Kathleen, the Kathleen Trust, David, and the David Trust, each a "Guarantor" and collectively, "Guarantors"), and **THE KATHLEEN B. BOYCHUCK TRUST DATED JANUARY 6, 2011** (the "New Kathleen Trust").

**WITNESSETH**

**WHEREAS**, Borrower is the owner of certain real estate commonly known as 1022-1024 W. Dakin Street, which is located in, Chicago, Illinois, and more particularly described on **Exhibit A** attached hereto ("Premises"); and

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**WHEREAS**, Lender has heretofore made a loan (the "Loan") to Borrower in the stated principal sum of Two Millions One Hundred Thousand and No/100 Dollars (\$2,100,000.00), 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

**WHEREAS**, the unpaid principal balance of the loan, before receipt and application of the December 2023 payment, is One Million Eight Hundred Sixty Seven Thousand Nine Hundred Eighty and 00/100 Dollars (\$1,867,980.00); 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 November 30, 2016, unless otherwise stated:

- a. Promissory Note (the "Note") made by Borrower to Lender in the stated principal sum of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00), 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 1634210074;
- 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 1634210075;
- 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 1634210076;
- h. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party recorded in the Illinois Secretary of State's Office as document number 21918121;

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- i. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party recorded in the Delaware Secretary of State's Office as document number 20167454687;
- j. Environmental Indemnity Agreement made by Borrower and Guarantors in favor of Lender;
- k. Subordination of Management Agreement made by BJB Properties, Inc., an Illinois corporation and Borrower in favor of Lender;
- l. Closing Certificate made by Borrower and Guarantors in favor of Lender;
- m. Early Opt-In Election and Related Amendment to Loan Documents, dated May 10, 2023, by Borrower and Lender; and
- n. Such other documents evidencing the foregoing; and

**WHEREAS**, Lender, Borrower, Guarantors, and the New Kathleen Trust 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) Section 1.A. of the Note is hereby deleted and replaced with the following:

“A. **Maturity Date**. Borrower hereby promises to pay to the order of Lender the principal sum of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00), in lawful money of the United States of America on or before March 24, 2024 (the “Maturity Date”), on the terms and conditions provided herein, together with interest thereon at the rate or rates hereinbelow set forth.”

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(b) 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.** 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:

(a) The Borrower, Guarantors and Lender hereby acknowledge and agree that the Kathleen Trust is hereby removed as a guarantor on the Loan and the New Kathleen Trust is hereby jointly and severally added as a guarantor of the Guaranty as hereby modified. The New Kathleen Trust's execution of this Amendment shall serve as the New Kathleen Trust's execution of each of the Loan Documents as a Guarantor and as the New Kathleen Trust's acceptance of all liabilities, responsibilities and obligations as guarantor of the Loan. Any reference to Guarantor or Guarantors (or any similar definition) in any of the Loan Documents shall hereby mean and refer to Guarantor as defined herein, inclusive of the New Kathleen Trust. The New Kathleen Trust agrees to execute any and all documents required by Lender reflecting the New Kathleen Trust as a guarantor of the Loan

(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.

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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 loan modification extension fee in the amount of One Thousand Eight Hundred Sixty Seven Dollars and Ninety Eight Cents (\$1,867.98); 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 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. **Joinder 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.

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

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

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

# UNOFFICIAL COPY

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: *Robert Norton*  
Name: Robert Norton  
Title: Managing Director

**BORROWER:**

**1022 WEST DAKIN LLC, a Delaware limited liability company,**

By: 1022 WEST DAKIN MANAGEMENT  
SPE, INC., a Delaware corporation, its  
Managing Member

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

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 110  
CHICAGO, IL 60602-1187

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 110  
CHICAGO, IL 60602-1187

# UNOFFICIAL COPY

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

**LENDER:**

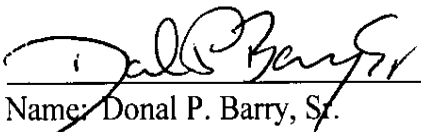
**CIBC BANK USA,**  
an Illinois state-chartered bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**1022 WEST DAKIN LLC, a Delaware limited liability company,**

By: 1022 WEST DAKIN MANAGEMENT  
SPE, INC., a Delaware corporation, its  
Managing Member

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

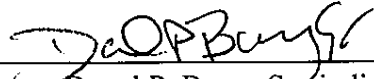
Property of Cook County Clerk's Office

COOK COUNTY CLERK OF COURSE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 210  
CHICAGO, IL 60602-1137

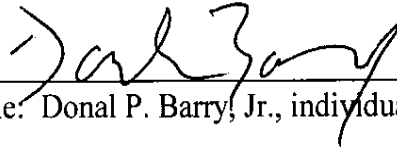


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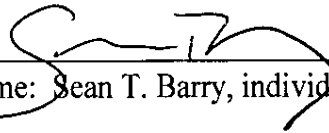
**GUARANTORS:**



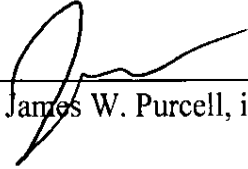
Name: Donal P. Barry, Sr., individually



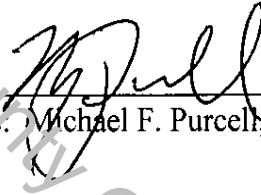
Name: Donal P. Barry, Jr., individually



Name: Sean T. Barry, individually



Name: James W. Purcell, individually



Name: Michael F. Purcell, II, individually



Name: Kathleen Barr Boychuck, individually

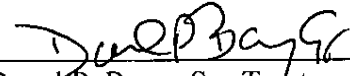


Name: David Anthony Kelly, individually

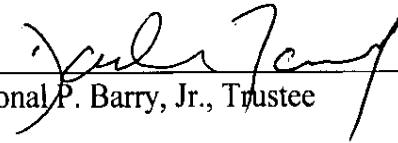
Property of COOK COUNTY  
County Clerk's Office

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

By:   
Donal P. Barry, Sr., Trustee

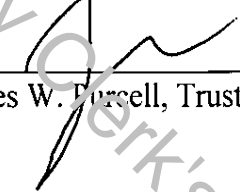
**DONAL P. BARRY, JR. DECLARATION OF  
TRUST DATED MAY 29, 2002**

By:   
Donal P. Barry, Jr., Trustee

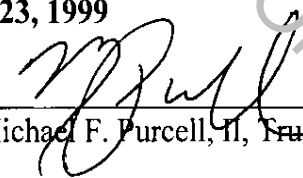
**SEAN T. BARRY TRUST DATED JANUARY 13,  
2000**

By:   
Sean T. Barry, Trustee

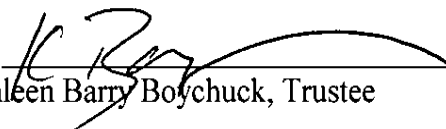
**JAMES W. PURCELL TRUST DATED  
DECEMBER 8, 2004**

By:   
James W. Purcell, Trustee

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

By:   
Michael F. Purcell, II, Trustee

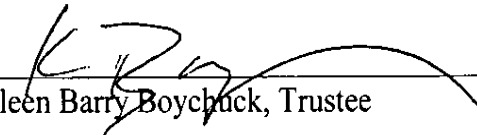
**DONAL P. BARRY 2000 IRREVOCABLE  
DESCENDANTS TRUST UNDER TRUST  
AGREEMENT DATED JUNE 27, 2000 FOR THE  
BENEFIT OF KATHLEEN BARRY**

By:   
Kathleen Barry Boychuck, Trustee


Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**THE KATHLEEN B. BOYCHUCK TRUST  
DATED JANUARY 6, 2011**

By:  \_\_\_\_\_  
Kathleen Barry Boychuck, Trustee

**DAVID A. KELLY TRUST DATED JUNE 7, 2013**

By:  \_\_\_\_\_  
David Anthony Kelly, Trustee

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS.  
COUNTY OF DuPage )

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 14<sup>th</sup> 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 **1022 WEST DAKIN MANAGEMENT SPE, INC.**, a Delaware corporation, the Managing Member of **1022 WEST DAKIN LLC**, 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 29<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
Notary Public GERARD P WALSH JR  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires May 16, 2026  
My Commission Expires: 5/16/26

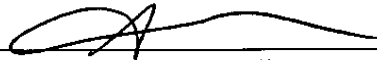
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

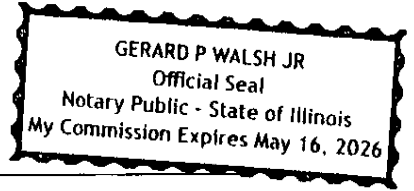
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Sr.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

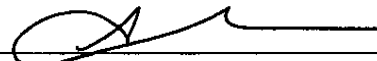
5/16/26



STATE OF )  
 ) SS.  
COUNTY OF )

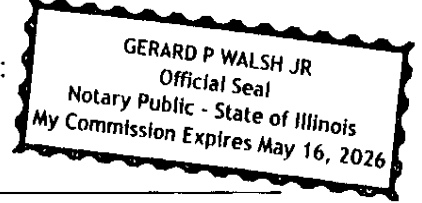
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Jr.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/16/26

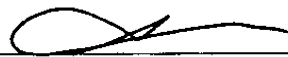


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STATE OF )  
 ) SS.  
COUNTY OF )

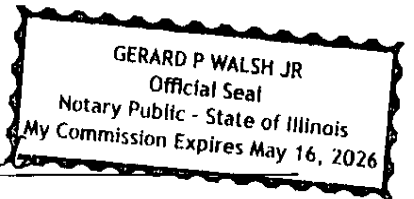
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Sean T. Barry**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed 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 24 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

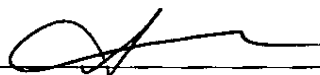
5/16/26



STATE OF )  
 ) SS.  
COUNTY OF )

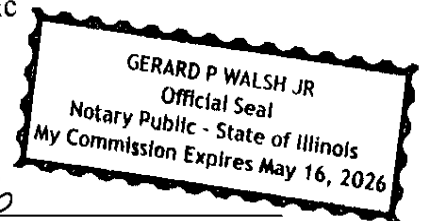
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **James W. Purcell**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/16/26

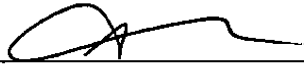


# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

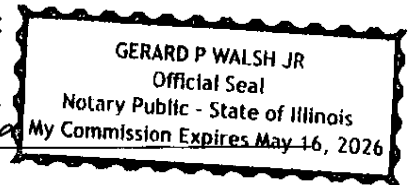
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael F. Purcell, II**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

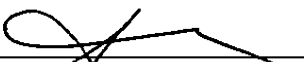
5/16/26



STATE OF )  
 ) SS.  
COUNTY OF )

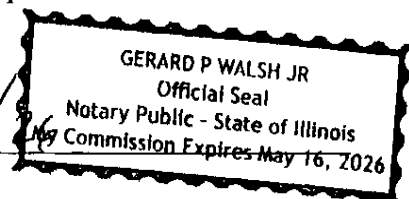
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen Barry Boychuck**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that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

GIVEN under my hand and notarial seal this 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/16/26




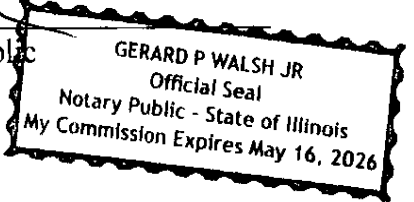


# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **David Anthony Kelly**, 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 

5/16/26  
\_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

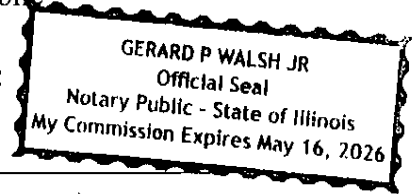
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Sr., not personally, but as Trustee of the Donal P. Barry Declaration of Trust Dated June 27, 2000**, who is personally known to me to be the same person whose name is subscribed 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/16/26



STATE OF )  
 ) SS.  
COUNTY OF )

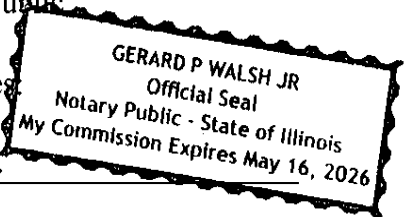
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Donal P. Barry, Jr., not personally, but as Trustee of the Donal P. Barry, Jr. Declaration of Trust Dated May 29, 2002**, who is personally known to me to be the same person whose name is subscribed 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/16/26


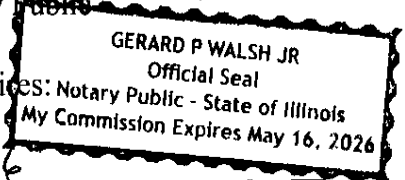


# UNOFFICIAL COPY

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, 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.

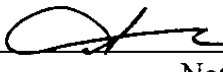
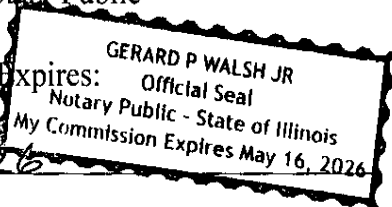
GIVEN under my hand and notarial seal this 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/16/26  


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 29 day of December, 2023.


  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/16/26  


# 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 **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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public  
GERARD P WALSH JR  
Official Seal  
My Commission Expires: 5/16/26  
Notary Public - State of Illinois  
My Commission Expires May 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 **Kathleen Barry Boychuck, not personally, but as Trustee of the Donal P. Barry 2000 Irrevocable Descendants Trust Under Trust Agreement Dated June 27, 2000 For The Benefit Of Kathleen Barry**, 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 she signed and delivered the said instrument as her 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 29 day of December, 2023.

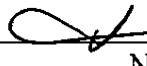
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/16/26  
GERARD P WALSH JR  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires May 16, 2026

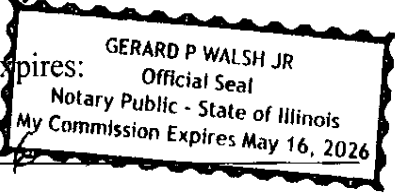
# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen Barry Boychuck, not personally, but as Trustee of The Kathleen B. Boychuck Trust Dated January 6, 2011**, 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 she signed and delivered the said instrument as her 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

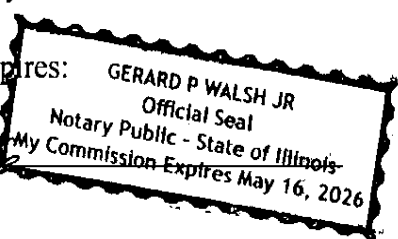
My Commission Expires: 5/16/26  


STATE OF )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **David A. Kelly, not personally, but as Trustee of the David A. Kelly Trust Dated June 7, 2013**, 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 29 day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5/16/26  


# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

LOTS 14 AND 15 (EXCEPT THE NORTH 10 FEET OF EACH OF SAID LOTS) IN GILBERT M. WEEKS SUBDIVISION OF PARTS OF BLOCK 3 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Address of Property:** 1022-1024 W. Dakin Street  
Chicago, IL 60613

**Permanent Index No.:** 14-20-201-033-1001  
14-20-201-033-1002  
14-20-201-033-1003  
14-20-201-033-1004  
14-20-201-033-1005  
14-20-201-033-1006  
14-20-201-033-1007  
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14-20-201-033-1010  
14-20-201-033-1011  
14-20-201-033-1012  
14-20-201-033-1013  
14-20-201-033-1014

COOK COUNTY CLERK'S OFFICE  
RECORDING DIVISION  
118 N. CLARK ST., ROOM 120  
CHICAGO, IL 60602-1227