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Doc#: 2411320117 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 4/22/2024 10:18 AM Pg: 1 of 11

THIS INSTRUMENT PREPARED BY:
Christyl Marsh
Cohen, Salk & Hoffman, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:
Byline Bank
180 N. LaSalle Street, Suite 300
Chicago, IL 60601
Attn: Adriana Viscarra

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of April 16, 2024, by and among Merel HQ LLC, an Illinois limited liability company ("Borrower"), Jonathan Merel ("Jonathan"), Jonathan Merel Revocable Trust ("Trust") (Jonathan and Trust are each a "Guarantor," and are collectively the "Guarantors") (Borrower and Guarantors are hereinafter each sometimes individually referred to as an "Obligor," and are collectively referred to as the "Obligors") and Byline Bank ("Lender").

WITNESSETH:

WHEREAS, Lender previously extended to Borrower an acquisition and construction loan in the principal amount of \$2,075,000.00 (as modified from time to time, the "Loan"), and to evidence the Loan, Borrower executed and delivered to Lender that certain promissory note dated June 6, 2023 in the original principal sum of Two Million Seventy-Five Thousand and 00/100 Dollars (\$2,075,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents, and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) construction mortgage, security agreement, assignment of leases and rents and fixture filing dated as of June 6, 2023, made by Borrower in favor of Lender, recorded in the Office of the Clerk of Cook County, Illinois, Recordings Division (the "Recorder's Office"), as Document No. 2315857017 (the "Mortgage") on property commonly known as 440 W. Randolph Street, Suite 500, Chicago, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof (the "Premises");
- (ii) assignment of leases and rents dated as of June 6, 2023 made by Borrower in favor of Lender, recorded in the Recorder's Office, as Document No. 2315857018 (the "Assignment of Rents");
- (iii) guaranty of payment and completion dated as of June 6, 2023 made by Guarantors in favor of Lender (the "Guaranty");

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- (iv) environmental indemnity agreement dated as of June 6, 2023 made by Obligors in favor of Lender;
- (v) construction loan agreement dated as of June 6, 2023 between Borrower and Lender (the "Loan Agreement"); and
- (vi) assignment of plans, specifications, construction and service contracts, licenses and permits dated as of June 6, 2023 made by Borrower in favor of Lender.

WHEREAS, Obligors are desirous of extending each of the initial maturity date, the extended maturity date and the interest rate adjustment date of the Note for an additional six (6) months and making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises (as defined in the Mortgage) and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), IT IS AGREED AS FOLLOWS:

1. The parties represent and agree that the foregoing recitals are true and correct.
2. As of the date hereof, the total outstanding principal balance of the Note is \$1,761,376.34. Concurrent with the execution of this Modification Agreement, the Borrower and Lender shall execute a first amendment to promissory note of even date herewith (the "Note Amendment"), amending the Note.
3. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as amended by the Note Amendment.
4. The Mortgage is hereby modified by deleting the phrase "June 6, 2024 (subject to extension to June 6, 2034 as provided in the Note, the "Maturity Date")" as it appears in Recitals paragraph A and replacing it with the phrase "December 6, 2024 (subject to extension to December 6, 2034 as provided in the Note, the "Maturity Date")."
5. The Loan Agreement is hereby modified as follows:
 - a. **Initial Maturity Date.** The Initial Maturity Date of the Loan is hereby extended from June 6, 2024 to December 6, 2024. Any and all references to the date "June 6, 2024" are hereby deleted and replaced with the date "December 6, 2024".

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b. **Extended Maturity Date.** The Extended Maturity Date of the Loan is hereby extended from June 6, 2034 to December 6, 2034. Any and all references to the date "June 6, 2034" are hereby deleted and replaced with the date "December 6, 2034".

c. **Adjustment Date.** Borrower and Lender agree that the Adjustment Date is hereby extended from June 6, 2029 to December 6, 2029.

6. Except for the modifications stated herein and in the Note Amendment, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein and in the Note Amendment, the Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

7. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount set forth in the Note Amendment, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "**Additional Fees**"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five (5) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Note).

8. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whosoever may now or hereafter be liable under or on account of the Note, the Mortgage and/or the other Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

9. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

10. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Note, the Guaranty and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-

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offs against the enforcement by Lender of their respective obligations and liabilities under the Note, the Guaranty and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of the Note Amendment and this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

11. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles), including all matters of construction, validity and performance.

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

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

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER

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

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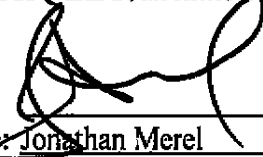
Property of Cook County Clerk's Office

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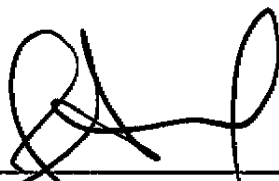
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Borrower:

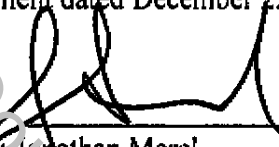
Merel HQ LLC, an Illinois limited liability company

By: 
Name: Jonathan Merel
Title: Manager

Guarantors:



Name: Jonathan Merel, individually

Jonathan Merel Revocable Trust, under trust agreement dated December 2, 2016

By: 
Name: Jonathan Merel
Title: Trustee

Lender:

Byline Bank

By: 
Name: Matthew Sloan
Title: Senior Vice President, Commercial Banking

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonathan Merel, the Manager of Merel HQ LLC, an Illinois limited liability company, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such Manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and 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 11 day of April, 2024.



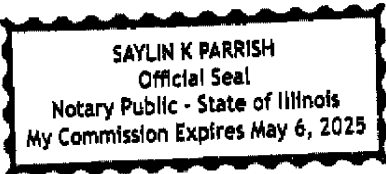
Saylin K Parrish
Notary Public

My Commission Expires: May 6, 2025

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathan Merel appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 11 day of April, 2024.



Saylin K Parrish
Notary Public

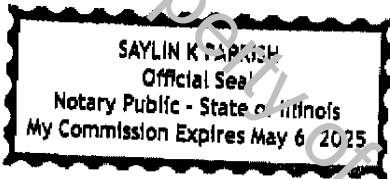
My Commission Expires: May 6, 2025

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonathan Merel, the sole trustee of the **Jonathan Merel Revocable Trust**, under trust agreement dated December 2, 2016, who is known to me to be the same person whose name is subscribed to the foregoing instrument as such sole 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 11 day of April, 2024.



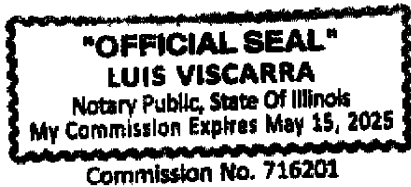
Saylin K Parrish
Notary Public

My Commission Expires: MAY 6, 2025

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Matthew Sloan, a Senior Vice President, Commercial Banking, for **Byline Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 bank.

Given under my hand and notarial seal this 13 day of April, 2024.



[Signature]
Notary Public

My Commission Expires: 5/15/2025

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EXHIBIT A

Legal Description

PIN: 17-09-325-010-0000

Address: 440 W. Randolph Street, Suite 500, Chicago, Illinois 60606

PARCEL 1: COMMERCIAL PARCEL 6 FIFTH FLOOR

THAT PART OF LOTS 2, 3, 6, 7 AND 10, TAKEN AS A TRACT, IN BLOCK 29 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 64.76 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 74.71 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°01'06" EAST ALONG THE EAST LINE OF SAID TRACT 149.27 FEET; THENCE NORTH 89°56'11" WEST 61.29 FEET; THENCE SOUTH 00°03'49" WEST 0.65 FEET; THENCE NORTH 90°00'00" WEST 39.99 FEET; THENCE SOUTH 00°00'00" WEST 0.60 FEET; THENCE NORTH 90°00'00" WEST 2.26 FEET; THENCE NORTH 00°00'00" EAST 4.86 FEET; THENCE SOUTH 90°00'00" EAST 4.42 FEET; THENCE NORTH 00°00'00" EAST 17.21 FEET; THENCE NORTH 90°00'00" WEST 2.16 FEET; THENCE NORTH 00°00'00" EAST 12.25 FEET; THENCE NORTH 90°00'00" WEST 5.25 FEET; THENCE SOUTH 00°00'00" WEST 13.27 FEET; THENCE NORTH 90°00'00" WEST 2.73 FEET; THENCE SOUTH 00°00'00" WEST 7.99 FEET; THENCE NORTH 90°00'00" WEST 32.51 FEET; THENCE SOUTH 00°00'00" WEST 6.75 FEET; THENCE NORTH 90°00'00" WEST 9.81 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°00'00" WEST ALONG SAID WEST LINE 152.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°10'15" EAST ALONG THE SOUTH LINE OF SAID TRACT 151.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: FIRST FLOOR ELEVATOR LOBBY FOR 5TH FLOOR PARCEL

THAT PART OF LOTS 2, 3, 6, 7 AND 10, TAKEN AS A TRACT, IN BLOCK 29 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(A) THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 20.70 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 36.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°10'15" WEST ALONG THE SOUTH LINE OF SAID TRACT 84.60 FEET; THENCE NORTH 00°43'37" EAST 3.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°10'15" WEST 2.46 FEET; THENCE SOUTH 00°43'37" WEST 0.56 FEET; THENCE NORTH 89°16'23" WEST 5.41 FEET; THENCE NORTH 00°43'37" EAST 1.96 FEET; THENCE NORTH 89°16'23" WEST 2.38 FEET; THENCE SOUTH 00°49'09" WEST 2.74 FEET; THENCE SOUTH 44°16'59" WEST 0.93 FEET; THENCE NORTH 89°10'51" WEST 3.62 FEET; THENCE NORTH 00°49'09" EAST 1.23 FEET; THENCE NORTH 89°10'51" WEST 1.20 FEET; THENCE NORTH 00°49'09" EAST 15.18 FEET; THENCE NORTH 90°00'00" EAST 7.07 FEET; THENCE NORTH 00°00'00" WEST 0.94 FEET; THENCE SOUTH 89°16'23" EAST 8.63 FEET; THENCE SOUTH 00°43'37" WEST 15.43 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH (B) THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 17.24 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 36.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°10'15" WEST ALONG THE SOUTH LINE OF SAID TRACT 84.60 FEET; THENCE NORTH 00°43'37" EAST 3.84 FEET; THENCE NORTH 00°43'37" EAST 15.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°43'37" EAST 10.94 FEET; THENCE NORTH 89°10'51" WEST 8.77 FEET; THENCE SOUTH 00°00'00" EAST 10.95 FEET; THENCE SOUTH 89°16'23" EAST 8.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

NONEXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED DECEMBER 31, 1998 AND RECORDED DECEMBER 31, 1998 AS DOCUMENT 08192543 AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 13, 1999 AS DOCUMENT 99351730 AND AS AMENDED BY SECOND AMENDMENT RECORDED NOVEMBER 17, 1999 AS DOCUMENT 09082605, WHICH SAID SECOND AMENDMENT WAS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 0011141559, AND AS AMENDED BY THIRD AMENDMENT RECORDED JUNE 11, 2020 AS DOCUMENT 2016306171 FOR PEDESTRIAN INGRESS AND EGRESS THROUGH RANDOLPH PLACE CONDOMINIUMS AREA AS DESCRIBED IN SAID DECLARATION, AS AMENDED, THROUGH VARIOUS AREAS INCLUDING:

THIRD FLOOR ELEVATOR-RANDOLPH STREET AND FOURTH FLOOR ELEVATOR-RANDOLPH STREET AND FIFTH FLOOR HALLWAY TO MAIN ELEVATORS AS DESCRIBED THEREIN.

EASEMENT PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AND COST SHARING AGREEMENT MADE BY 165 CANAL

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COMMERCIAL L.L.C. AND JENNASYS L.L.C, DATED JULY 1, 2020 AND RECORDED JULY 7, 2022 AS DOCUMENT 2018947001 FOR PEDESTRIAN INGRESS AND EGRESS OVER THE SHARED LOBBY EASEMENT DESCRIBED ON EXHIBIT D OF SAID AGREEMENT AND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2, 3, 6, 7 AND 10, TAKEN AS A TRACT, IN BLOCK 29 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 20.70 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 37.47 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT: THENCE NORTH $89^{\circ}10'15''$ WEST ALONG THE SOUTH LINE OF SAID TRACT 84.60 FEET; THENCE NORTH $00^{\circ}43'37''$ EAST 3.84 TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}10'15''$ EAST 2.49 FEET; THENCE SOUTH $00^{\circ}49'45''$ WEST 3.84 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH $89^{\circ}10'15''$ EAST ALONG THE SOUTH LINE OF SAID TRACT 11.68 FEET; THENCE NORTH $00^{\circ}49'45''$ EAST 3.84 FEET; THENCE SOUTH $89^{\circ}10'15''$ EAST 2.12 FEET; THENCE NORTH $00^{\circ}43'37''$ EAST 13.72 FEET; THENCE NORTH $89^{\circ}16'23''$ WEST 1.42 FEET; THENCE NORTH $00^{\circ}43'37''$ EAST 1.02 FEET; THENCE NORTH $89^{\circ}16'23''$ WEST 13.34 FEET; THENCE SOUTH $00^{\circ}43'37''$ WEST 1.16 FEET; THENCE NORTH $89^{\circ}16'23''$ WEST 1.52 FEET; THENCE SOUTH $00^{\circ}43'37''$ WEST 13.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.