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DATE: 5/15/2024 3:53 PM  
PAGE: 1 OF 16

**THIS DOCUMENT PREPARED BY  
AND WHEN RECORDED MAIL  
TO:**

Jamie L. Ross, Esq.  
Horwood Marcus & Berk Chartered  
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Chicago, Illinois 60661

SA 9637000304

## SECOND MODIFICATION TO SECOND AMENDED AND RESTATED MORTGAGE

**THIS SECOND MODIFICATION TO SECOND AMENDED AND RESTATED MORTGAGE** (this "Modification") is dated as of December 27, 2023, by and among **LOGAN SQUARE ALUMINUM SUPPLY, INC.**, an Illinois corporation ("Logan"), **2470 NORTH MILWAUKEE CORP.**, an Illinois corporation ("2470"), and **SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**, an Illinois corporation ("Silver RE", and collectively with Logan and 2470, the "Mortgagor"), **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, in its capacity as a lender ("CIBC" or "Lender") and as administrative agent and sole lead arranger ("Administrative Agent").

### WITNESSETH

A. Mortgagor, Silver-Touhy, L.L.C., an Illinois limited liability company ("Silver-Touhy"), and Lender entered into that certain Amended and Restated Loan and Security Agreement ("Loan Agreement") dated as of December 23, 2013, pursuant to which Lender extended to Mortgagor and Silver-Touhy (i) a term loan in the original principal amount of \$22,500,000 (the "Term Loan"), evidenced by that certain Term Note dated December 23, 2013, in the original principal amount \$22,500,000 (the "Original Term Note"), and (ii) a revolving loan in the original principal amount not to exceed \$5,000,000 (the "Revolving Loan", and together with the Original Term Loan, the "Original Loans"), evidenced by that certain Revolving Note in the principal amount of \$5,000,000 (the "Original Revolving Note", and together with the Original Term Note, the "Original Notes"). The Original Notes were secured by, among other things, (i) that certain Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement (the "Original Mortgage") recorded in the Cook County Recorder of Deeds (the "Recorder") on December 26, 2013 as Document No. 1336022049, encumbering the real property legally described on the attached **Exhibit A** (the "Property").

B. Mortgagor, Silver-Touhy, and Lender entered into that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of June 18, 2014 (the "First Amendment"), pursuant to which, among other things, Lender extended an additional term loan to Mortgagor and Silver-Touhy in the original principal amount of \$2,500,000.00 (the "Kohler Acquisition Loan"), which was evidenced by that certain Term Note dated June 18, 2014 in the original principal amount not to exceed \$2,500,000.00 (the "Original Kohler Acquisition Note").

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C. Mortgagor, Silver-Touhy, and Lender entered into that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 23, 2016 (the "Fourth Amendment"), pursuant to which, among other things, Studio 41 Arizona LLC ("Studio 41") was added as a Borrower, and Mortgagor, Silver-Touhy, and Studio 41 executed and delivered to Lender (i) that certain Amended and Restated Term Note, dated March 23, 2016 in the principal amount of \$19,125,000, which replaced the Original Term Note (the "Amended and Restated Term Note"); (ii) that certain Amended and Restated Kohler Acquisition Term Note March 23, 2016 in the principal amount of \$1,624,993, which replaced the Original Kohler Acquisition Note (the "Amended and Restated Kohler Acquisition Note"); and (iii) that certain Amended and Restated Revolving Note dated March 23, 2016 in the principal amount of \$6,500,000, which replaced the Original Revolving Note (the "Amended and Restated Revolving Note").

D. In connection with the Fourth Amendment, Mortgagor and Silver-Touhy executed that certain Second Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement dated March 23, 2016, and recorded with the Recorder on March 31, 2016, as Document No. 1609141315, which replaced the Original Mortgage (the "Mortgage").

E. Mortgagor, Silver-Touhy, Studio 41, and Lender entered into that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated as of October 24, 2017 (the "Sixth Amendment"), pursuant to which, among other things, Lender extended an additional term loan to Mortgagor, Silver-Touhy, and Studio 41 in the original principal amount of \$1,000,000.00 (the "2017 Term Loan"), which was evidenced by that certain Term Note dated October 24, 2017 in the original principal amount of \$1,000,000.00 (the "Original 2017 Term Note").

F. Mortgagor, Studio 41, Silver-Palatine LLC ("Silver Palatine"), and collectively with Mortgagor and Studio 41, "Borrowers"), Silver-Touhy, Administrative Agent, and Lender entered into that certain Eighth Amendment to Amended and Restated Loan and Security Agreement dated as March 22, 2019 (the "Eighth Amendment"), pursuant to which, among other things, (i) Lender extended an additional term loan to Borrowers and Silver-Touhy in the original principal amount of \$1,600,000.00 (the "2019 Term Loan"), (ii) Lender extended an additional draw term loan to Borrowers and Silver-Touhy in the principal amount of \$2,000,000.00 (the "Draw Term Loan"), and (iii) Silver-Palatine assumed all liabilities and obligations as a co-Borrower under the Loan Agreement

G. Pursuant to the Eighth Amendment, Borrowers and Silver-Touhy executed and delivered to Lender (i) that certain Second Amended and Restated Revolving Note in the principal amount not to exceed \$6,500,000.00 dated as of March 22, 2019, made payable to the order of Administrative Agent, which replaced the Amended and Restated Revolving Note (the "Second Amended and Restated Revolving Note"), (ii) that certain Second Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$14,625,000.00, made payable to the order of Administrative Agent, which replaced the Amended and Restated Term Note (the "Term Note"), (iii) that certain Second Amended and Restated Kohler Acquisition Term Note dated as of March 22, 2019, in the original principal amount of \$124,981.00, made payable to the order of Lender, which replaced the Amended and Restated Kohler Acquisition Term Note (the "Kohler Acquisition Term Note"), (iv) that certain Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$749,995.00, made payable to the order of

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Lender, which replaced the Original 2017 Term Note (the “2017 Term Note”), (v) that certain Draw Term Note dated as of March 22, 2019, in the original principal amount not to exceed \$2,000,000.00, made payable to the order of Lender (the “Draw Term Note”), and (vi) that certain Amended and Restated Promissory Note dated as of March 22, 2019, in the original principal of \$1,600,000.00, made payable to the order of Lender (the “2019 Term Note”).

H. Mortgagor and Silver-Touhy executed that certain First Modification to Second Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement dated December 17, 2020 (the “First Modification”), and recorded with the Recorder on February 25, 2022, as Document No. 2205622026, which amended the Mortgage to provide that the Mortgage secured the 2019 Term Note, the Second Amended and Restated Revolving Note, the Term Note, the Kohler Acquisition Note, the 2017 Term Note, the Draw Term Note, and any Hedging Obligations (as defined in the Loan Agreement).

I. Subsequent to entering into the First Modification and prior to the date of this Modification, the Kohler Acquisition Loan, the 2017 Term Loan, and the Draw Term Loan were paid in full and the Kohler Acquisition Note, the 2017 Term Note, and the Draw Term Note were cancelled.

J. Borrowers, Administrative Agent, and Lender entered into that certain Fourteenth Amendment to Amended and Restated Loan and Security Agreement dated even date of this Modification (the “Fourteenth Amendment”), pursuant to which, among other things, (i) Lender extended an additional draw term loan to Borrowers in the original principal amount not to exceed \$4,000,000.00 (the “2023 Draw Term Loan”), and collectively with the Revolving Loan, the Term Loan, and the 2019 Term Loan, the “Loans”), and (ii) Lender modified and increased the amount of the Revolving Loan in the principal amount not to exceed \$7,500,000.00.

K. Pursuant to the Fourteenth Amendment, Borrowers and executed and delivered to Lender (i) that certain Third Amended and Restated Revolving Note in the principal amount not to exceed \$7,500,000.00 dated as of even date of this Modification, made payable to the order of Administrative Agent, which replaced the Second Amended and Restated Revolving Note (the “Revolving Note”), and (ii) that certain Draw Term Note dated as of March 22, 2019, in the original principal amount not to exceed \$2,000,000.00, made payable to the order of Administrative Agent (the “2023 Draw Term Note”), and collectively with the Revolving Note, the Term Note, the 2019 Term Note, and any additional promissory notes required by Administrative Agent or any Lender from time to time to evidence the Loans, collectively, the “Notes”).

L. Administrative Agent and Lender have requested that Mortgagor agree to amend the Mortgage to provide that the Mortgage secures all Notes and any Hedging Obligations (as defined in the Loan Agreement), and Mortgagor has agreed to such request by Administrative Agent and Lender.

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## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and are hereby modified and amended as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. Amendments to Mortgage. The Mortgage is hereby amended and modified as follows:

(a) The definition of “Notes” wherever such term appears in the Mortgage, shall mean, collectively, (i) that certain Third Amended and Restated Revolving Note in the principal amount not to exceed \$7,500,000.00 dated as of December 27, 2023, executed by Borrowers and made payable to the order of Administrative Agent, (ii) that certain Second Amended and Restated Term Note dated as of March 22, 2019, in the original principal amount of \$14,625,000.00, executed by Borrowers and made payable to the order of Administrative Agent, (iii) that certain Draw Term Note dated as of December 27, 2023, in the original principal amount not to exceed \$4,000,000.00, executed by Borrowers and made payable to the order of Administrative Agent, and (iv) that certain Amended and Restated Promissory Note dated as of March 22, 2019, in the original principal of \$1,600,000.00, executed by Borrowers and made payable to the order of Administrative Agent.

(b) The ninth paragraph of the Mortgage is hereby deleted in its entirety and replaced with the following:

“**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Notes, with interest thereon, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Notes and any of the other Loan Documents, all future advances and all other indebtedness of Logan, 2470, Silver RE, Studio 41, and Silver-Palatine LLC, an Illinois limited liability company (“Silver Palatine”, and collectively with Logan, 2470, Silver RE, and Studio 41, “Borrowers”) to Lender whether now or hereafter existing, and all liabilities of Borrowers to Lender or any of its Affiliates under any agreement with respect to any swap, collar, cap, future, forward or derivative transaction, whether exchange-traded, over-the-counter or otherwise, including any involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments, any economic, financial or pricing index or basis, or any similar transaction, including any option with respect to any of these transactions and any combinations of these transactions (each a “Hedging Agreement”), including any and all cancellations, buy backs, reversals, terminations or assignments under any Hedging Agreement of Borrowers to Lender or any

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of its Affiliates from time to time (collectively, the “Secured Indebtedness” or “Indebtedness”) and also in consideration of \$10.00, the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate (“Real Estate”) located in Cook County, Illinois and described on Exhibit “A” attached hereto, subject only to covenants, conditions, easements and restrictions set forth on Exhibit “B” attached hereto, if any (“Permitted Encumbrances”);”

3. Representations and Warranties of Mortgagor. Mortgagor hereby represents, covenants and warrants to Lender, to the best of its knowledge, as follows:

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

(b) There is currently no Event of Default under the Mortgage, and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage.

(c) The Mortgage is in full force and effect and, following the execution and delivery of this Modification, continues to be the legal, valid and binding obligations of Mortgagor, enforceable in accordance with its respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Mortgagor from the date of the most recent financial statements received by Lender.

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

(f) Mortgagor is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Modification and to perform the Mortgage as modified herein. The execution and delivery of this Modification and the performance of the Mortgage as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Modification has been duly executed and delivered on behalf of Mortgagor.

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

5. Full Force and Effect. The provisions of the Mortgage, as respectively amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed.

6. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained, as amended.

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7. Conflict. In the event of conflict between any of the provisions of this Modification, the provisions of this Modification shall control.

8. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage.

9. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

10. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[Signature pages follow]

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**MORTGAGOR:**

**2470 NORTH MILWAUKEE CORP.**

By: [Signature]  
Name/Its: Louis Silver, President

**LOGAN SQUARE ALUMINUM SUPPLY, INC.**

By: [Signature]  
Name/Its: Louis Silver, President

**SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**

By: [Signature]  
Name/Its: Louis Silver, President

**LENDER:**

**CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, as a Lender, Administrative Agent and sole lead arranger

By: [Signature]  
Name: Monica McLoghnessy  
Its: Associate Managing Director

Property of Cook County Clerk's Office

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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 Louis Silver, personally known to me as the President of **2470 NORTH MILWAUKEE CORP**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said 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.

Marlena Klimczak  
Notary Public

My Commission Expires: 02/19/25



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 Louis Silver, personally known to me as the President of **LOGAN SQUARE ALUMINUM SUPPLY, INC.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said 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.

Marlena Klimczak  
Notary Public

My Commission Expires: 02/19/25





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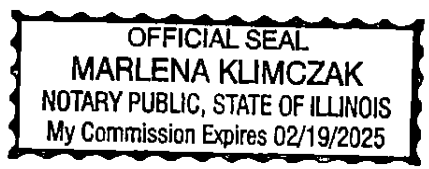
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Silver, personally known to me as the President of **SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized signatory of said company, as his own and free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of DECEMBER, 2023.

Marlena Klimczak  
Notary Public

My Commission Expires: 02/19/25

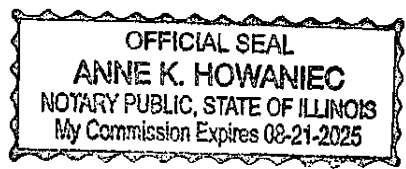


STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Monica Clohessy personally known to me as the Associate Managing Director of **CIBC Bank USA**, 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/she signed, sealed and delivered the said instrument as such officer, as his/her own and free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

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

Anne K. Howaniec  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE NORTH 70 FEET OF THE SOUTH 307.50 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY WHICH SAID 100 FOOT STRIP WAS CONVEYED BY DEED DATED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932 (EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THE SOUTH 4 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

Common Address: 2532 North Pulaski, Road, Chicago, Illinois 60639  
PIN: 13-27-415-034-0000

#### PARCEL 2:

A STRIP OF LAND 100 FEET IN WIDTH AND LYING NEXT TO, EAST OF, AND ADJOINING THE RIGHT OF WAY OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; OTHERWISE KNOWN AS BLOCK NO. 1, OF "PENNOCK" AS RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY, NOVEMBER 7, 1883, IN BOOK 18 OF PLATS ON PAGE 62; SAID STRIP TO EXTEND FROM THE NORTH SIDE OF FULLERTON AVENUE TO THE CENTER LINE OF WRIGHTWOOD AVENUE, (EXCEPT WRIGHTWOOD AVENUE) IN COOK COUNTY, ILLINOIS.

Common Address: 4014 West Fullerton, Chicago, Illinois 60639  
PIN: 13-27-402-018-0000, 13-27-402-030-0000 and 13-27-414-005-0000, 13-27-415-005-0000

#### PARCEL 3:

(a) THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF

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WAY BEING 200 FEET WIDE) (EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY THE CITY OF CHICAGO AND ALSO CONVEYED TO THE CITY OF CHICAGO), SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(b) NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS UPON, OVER AND ACROSS ALL THOSE ENTRANCES, DRIVES, LANES, ROADWAYS AND SERVICE DRIVES AS CREATED BY RECIPROCAL EASEMENT AGREEMENT <RECCD SEPTEMBER 21, 1999, AS DOCUMENT 99890968 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE)(EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY AND CONVEYED TO THE CITY OF CHICAGO, AND ALSO EXCEPT FOR THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2612 North Pulaski, Chicago, Illinois 60639  
PIN: 13-27-402-044-0000

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## PARCEL 4:

THE SOUTH 150 FEET OF THE NORTH 400 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR NORTH CRAWFORD AVENUE, IN COOK COUNTY, ILLINOIS.

Common Address: 2622 North Pulaski Road, Chicago, Illinois 60639  
PIN: 13-27-402-018-0000

## PARCEL 5:

(a) THAT PART OF THE STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AT A POINT 265.72 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE WITH THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, AND RUNNING THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 285.44 FEET, A DISTANCE OF 87.92 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 39.91 FEET, AS MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTH WESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 207.12 FEET, A DISTANCE OF 65.18 FEET TO A POINT OF COMPOUND CURVE WHICH IS 11.99 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 376.83 FEET, A DISTANCE OF 57.13 FEET TO A POINT ON SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, WHICH IS 407.10 FEET AS MEASURED ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID RIGHT OF WAY LINE WITH SAID NORTH LINE OF THE SOUTH 33.0 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27; THENCE NORTHWESTWARDLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE

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OF 114.59 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 415.78 FEET, A DISTANCE OF 83.26 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 35.64 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 334.62 FEET, A DISTANCE OF 100.98 FEET TO A POINT ON SAID EASTERLY LINE OF THE 100 FOOT STRIP CONVEYED BY DOCUMENT NUMBER 596933, WHICH IS 140.30 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING AND THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID STRIP OF LAND, SAID DISTANCE OF 140.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(b) THAT PART OF THE STRIP OF LAND 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.0 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, WITH THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 33.0 FEET, A DISTANCE OF 106.53 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID ORIGINAL RIGHT OF WAY; THENCE NORTHWESTWARDLY ALONG SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 312.43 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 232.12 FEET, A DISTANCE OF 39.04 FEET TO A POINT OF COMPOUND CURVE WHICH IS 19.31 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 310.44 FEET, A DISTANCE OF 114.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID 100 FOOT STRIP CONVEYED BY SAID DOCUMENT 596933, WHICH IS 234.79 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING, AND THENCE SOUTHEASTWARDLY ALONG SAID EASTERLY LINE, SAID DISTANCE OF 234.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2622 North Pulaski Road, Chicago, Illinois 60639  
PIN: 13-27-402-030-0000

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## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 5(a) AND 5(b), AS CREATED BY GRANT FROM CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY TO THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INCORPORATED, DATED APRIL 1, 1965 AND RECORDED APRIL 9, 1965 AS DOCUMENT NUMBER 19430394, FOR PASSAGEWAY OVER 25 FOOT WIDE PARCEL OF LAND, ACROSS THAT PART OF A STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THOSE CERTAIN PARCELS "A" AND "B" AS CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 28, 1964 AS DOCUMENT NUMBER 19287460, IN COOK COUNTY, ILLINOIS.

Common Address: 2622 North Pulaski Road, Chicago, Illinois 60639

PIN: 13-27-402-018-0000

## PARCEL 7:

Intentionally Omitted

## PARCEL 8:

LOTS 32, 33, AND 34 IN WITTBOLD'S ADDITION TO WEST ROGERS PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4751-4767 West Touhy, Lincolnwood, Illinois 60712

PIN: 10-34-100-022-0000; 10-34-100-023-0000; 10-34-100-024-0000

## PARCEL 9:

THAT PART OF THE SOUTH 315 FEET OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE WITH THE WEST LINE OF NORTH PULASKI ROAD; THENCE NORTH 0 DEGREES, 17 MINUTES WEST A DISTANCE OF 113.84 FEET; THENCE WEST 31.92 FEET; THENCE 60 DEGREES 14 MINUTES WEST 16.16 FEET FOR A POINT OF

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BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 60 DEGREES, 14 MINUTES WEST 25.32 FEET TO A POINT; THENCE CONTINUING SOUTH 69 DEGREES, 47 MINUTES WEST 42 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 20 DEGREES, 13 MINUTES WEST ALONG SAID PARALLEL LINE 198.50 FEET TO THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27 AFORESAID 175.19 FEET MORE OR LESS TO THE WEST LINE OF NORTH PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 74.97 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, 46 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD 113.84 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE, SAID POINT BEING 163.84 FEET NORTH OF THE SOUTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27 AFORESAID; THENCE WEST 31.92 FEET TO A POINT; THENCE SOUTH 60 DEGREES 14 MINUTES WEST 16.16 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET, MORE OR LESS, TO A POINT WHICH IS 74.97 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 27, 46 FEET TO THE WEST LINE OF NORTH PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 76.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 265.0 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE AND RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE OF FULLERTON

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AVENUE, A DISTANCE OF 175.19 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 100 FEET EASTERLY OF THE ORIGINAL 100 FOOT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 162.49 FEET TO AN INTERSECTION WITH THE EXTENSION WEST OF THE SOUTH MAIN FACE OF A BRICK WALL; THENCE EAST ALONG SAID SOUTH FACE OF SAID WALL AND THE EXTENSION OF THE SOUTH FACE OF THE WALL, A DISTANCE OF 230.46 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH PULASKI ROAD, SAID INTERSECTION BEING 418.83 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD, A DISTANCE OF 153.83 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 2424 North Pulaski aka 2410 North Pulaski, Chicago Illinois 60639

PIN: 13-27-415-055-0000

## PARCEL 10:

(a) THE NORTH 1 ACRE OF THE SOUTH 4 ACRES OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY (SAID RIGHT OF WAY AND LANDS FULLY DESCRIBED IN TWO INSTRUMENTS ONE RECORDED IN BOOK 16 OF PLATS PAGE 29 AS DOCUMENT 330999 AND THE OTHER IN BOOK 1574, PAGE 287 AS DOCUMENT 596932), IN COOK COUNTY, ILLINOIS.

(b) THE SOUTH 237.50 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG THE EAST LINE THEREOF, TO-WIT, THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100.0 FEET STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY WHICH SAID 100.00 STRIP OF LAND WAS CONVEYED BY DEED DATED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932 (EXCEPT THE NORTH 50.00 FEET THEREOF) AND (EXCEPT THE EAST 33.00 FEET THEREOF AND EXCEPT THE SOUTH 4 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

Common Address: 2500-2526 North Pulaski Road, Chicago, Illinois 60639

PIN: 13-27-415-026-0000, 13-27-415-027-0000, 13-27-415-038-0000, 13-27-415-039-0000