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FIFTH MODIFICATION AGREEMENT

FIFTH MODIFICATION

This Fifth Modification Agreement is made as of the 1st day of July, 1991 by and among LaSalle National Trust, N.A., not personally but as Successor Trustee to LaSalle National Bank, a national banking association, not personally but as Trustee under a Trust Agreement dated October 3, 1984 and known as Trust Number 108977 ("Trust 108977" with LaSalle National Trust in its capacity as Successor Trustee to Trust 108977 herein referred to as the "Borrower") with a mailing address at 135 S. LaSalle Street, Chicago, Illinois 60690, and Chemical Bank, a New York banking corporation ("Lender") with a mailing address at 277 Park Avenue, New York, New York 10172, Attention: Stephen D. Plavin, Chemical Realty Group/12th Floor.

RECITALS:

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A. Trust 108977 and LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated October 3, 1984 and known as Trust Number 108978 ("Trust 108978"), have previously executed and delivered to Lender a certain Mortgage Note dated November 2, 1984 in the original principal amount of \$1,500,000.00 (the "Original Note"), as modified by that certain First Modification Agreement (hereinafter defined) dated November 18, 1986, as further modified by that certain Second Modification Agreement (hereinafter defined) dated as of November 9, 1987, and as further modified by that certain Third Modification Agreement (hereinafter defined) dated as of November 9, 1988. The Original Note evidenced a loan (the "Original Loan") of equal amount from Lender to Borrower.

B. To secure the Original Note, Trust 108977 previously executed and delivered to Lender a certain Mortgage dated November 2, 1984 recorded in the Office of the Recorder of Deeds, Cook County, Illinois (the "Recorder's Office") on November 8, 1984 as Document Number 27329481 (hereinafter referred to as "Trust 108977 Unmodified Mortgage"), as amended by that certain Modification Agreement dated November 18, 1986 (hereinafter referred to as the "First Modification Agreement") recorded in the Recorder's Office on November 25, 1986 as document Number 8661903, that certain Second Modification Agreement dated November 9, 1987 (hereinafter referred to as the "Second Modification Agreement") recorded in the Recorder's Office on December 9, 1987 as document number 87650547, and that certain Third Modification Agreement dated as of November 9, 1988 (hereinafter referred to as the "Third Modification Agreement") recorded in the Recorder's Office on December 9, 1988 as Document Number 88565672) and a certain Collateral Assignment of Leases and Rents dated November 2, 1984 recorded in the Recorder's Office on November 8, 1984 as Document Number 27329482 (hereinafter referred to as the Trust 108977 Unmodified Assignment"), as amended by the First Modification Agreement, the Second Modification Agreement and the Third Modification Agreement.

C. To secure the Original Note, Trust 108978 previously executed and delivered to Lender a certain Mortgage dated November 2, 1984 recorded in the Recorder's Office on November 8, 1984 as Document Number 27329480 (hereinafter referred to as the "Trust 108978 Unmodified Mortgage"), as amended by the Modification Agreement, the Second Modification Agreement and the Third Modification Agreement and a certain Collateral Assignment of Leases and Rents dated November 2, 1984 recorded in the Recorder's Office on November 8, 1984 as Document Number 27329483 (hereinafter referred to as the "Trust 108978 Unmodified Assignment"), as amended by the First Modification Agreement, the Second Modification Agreement and the Third Modification Agreement.

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D. To evidence an increase in the principal amount of the Original Loan from \$1,500,000.00 to \$2,500,000.00 (said loan in the increased principal amount hereinafter referred to as the "Loan"), Trust 108977 and Trust 108978 have previously executed and delivered to Lender an Amended and Restated Note dated as of January 9, 1989 payable to the order of Lender in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars [\$2,500,000.00] (hereinafter referred to as the "Restated Note").

E. To secure the Loan and Restated Note, Trust 108977 and Trust 108978 have previously entered into that certain Fourth Modification Agreement dated as of January 9, 1989 and recorded in the Recorder's Office on May 24, 1989 as Document Number 89234618 (hereinafter referred to as the "Fourth Modification Agreement"). The Fourth Modification Agreement further amended the Trust 108977 Unmodified Mortgage, the Trust 108977 Unmodified Assignment, the Trust 108978 Unmodified Mortgage and the Trust 108978 Unmodified Assignment. (The Trust 108977 Unmodified Mortgage, the Trust 108977 Unmodified Assignment, the Trust 108978 Unmodified Mortgage and the Trust 108978 Unmodified Assignment, each as amended by the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement and the Fourth Modification Agreement are respectively hereinafter referred to as the "Trust 108977 Mortgage," the "Trust 108977 Assignment," the "Trust 108978 Mortgage," and the "Trust 108978 Assignment").

F. The Restated Note, Trust 108977 Mortgage, Trust 108977 Assignment, Trust 108978 Mortgage, Trust 108978 Assignment and certain other Loan Documents, as described in Exhibit A of the Trust 108977 Unmodified Mortgage, and in Exhibit A of the Trust 108978 Unmodified Mortgage are collectively referred to herein as the "Loan Documents." The Trust 108977 Mortgage and Trust 108977 Assignment encumber the real estate described in Exhibit A attached hereto and made a part hereof. The Trust 108978 Mortgage and Trust 108978 Assignment encumber the real estate described in Exhibit B attached hereto and made a part hereof.

G. Trust 108978 has conveyed the real estate described in Exhibit B hereto and all of its other assets to Trust 108977. Lender has requested that Borrower assume all of the obligations incurred by Trust 108978 under the Trust 108978 Mortgage, the Trust 108978 Assignment and the other Loan Documents described in Exhibit A of the Trust 108978 Unmodified Mortgage.

H. By letter agreement dated March 6, 1991, Lender has extended the "Maturity Date" (as defined in the Restated Note) to July 1, 1991.

I. Borrower has requested that Lender further extend the Maturity Date of the Loan to and including July 1, 1992.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree that:

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

2. Borrower hereby assumes all of the obligations incurred by Trust 108978 under the Trust 108978 Mortgage, the Trust 108978 Assignment and the other Loan Documents described in Exhibit A of the Trust 108978 Unmodified Mortgage.

3. The "Maturity Date" (as such term is defined in the Restated Note) of the Loan shall be deemed to be July 1, 1992 and the Loan Documents are hereby amended to reflect such new Maturity Date.

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4. The definition of "Default Interest Rate" set forth in the Restated Note is deleted in its entirety and substituted therefor is the following:

"'Default Interest Rate' shall be deemed to mean the interest rate in effect for the Loan during the existence of an uncured Default and shall be calculated for each respective Applicable Interest Rate at the greater on a daily basis on of a) twenty percent (20%), or b) such respective Applicable Interest Rate plus five percent (5%)."

5. The definition of "Default Interest Rate Applicable to the Floating Interest Rate" set forth in the Restated Note is deleted in its entirety and substituted therefor is the following:

"'Default Interest Rate Applicable to the Floating Interest Rate' shall be deemed to mean a rate per annum (calculated for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days) equal to the greater on a daily basis of a) twenty percent (20%), or b) the Floating Interest Rate plus five percent (5%)."

6. The following two provisions shall be added as Paragraphs to each of the Trust 108977 Mortgage and the Trust 108978 Mortgage.

(a) "Indemnity. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, Mortgagor shall indemnify and hold Mortgagee harmless and defend it at Mortgagor's sole cost and expense against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements of Mortgagee's counsel, whether in-house staff, retained firms, or otherwise) and all claims, actions, procedures and suits arising out of or in connection with:

- (i) any ongoing matters arising out of the transaction contemplated by this Mortgage, the Note and any other document or instrument now or hereafter executed or delivered in connection with the indebtedness secured hereby, including without limitation the Loan Documents, or the indebtedness secured hereby (including, but not limited to, all costs of any reappraisals of the Premises or any other collateral for the indebtedness secured hereby);
- (ii) any amendment to, or restructuring of, the indebtedness secured hereby or the Loan Documents;
- (iii) any and all lawful action that may be taken by Mortgagee in connection with the enforcement of the provisions of this Mortgage or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with the Mortgagor, the beneficiary of Mortgagor, any Guarantor or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; and
- (iv) the past, current or future sale or offering for sale of limited partnership interests in the beneficiary of Mortgagor, including, without limitation, liabilities under any applicable securities or blue sky laws.

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All sums expended by Mortgagee shall be payable on demand and, until reimbursed by Mortgagor pursuant hereto, shall be deemed Additional Indebtedness under the Note and shall bear interest at the Default Interest Rate Applicable to the Floating Interest Rate set forth in the Note."

(b) "Environmental Provisions." For the purposes of this Paragraph the following terms shall have the following meanings: (a) the term "Hazardous Material" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product, (b) the term "Environmental Requirements" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any Governmental Authority and relating to or addressing the protection of the environment or human health, and (c) the term "Governmental Authority" shall mean the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions. Mortgagor hereby represents to Mortgagee that to the best of Mortgagor's knowledge after diligent inquiry (i) no Hazardous Material is currently located at, on, in, under or about the Premises; (ii) no Hazardous Material is currently located at, in, on, under or about the Premises in a manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement; (iii) no releasing, emitting, discharging, leaching, dumping or disposing of any Hazardous Material from the Premises onto or into any other property or from any other property onto or into the Premises has occurred or is occurring in violation of any Environmental Requirement; (iv) no notice of violation, lien, complaint, suit, order or other notice with respect to the Premises is presently outstanding under any Environmental Requirement; and (v) the Premises and the operation thereof are in full compliance with all Environmental Requirements. Mortgagor shall comply, and shall cause all tenants or other occupants of the Premises to comply, in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Premises to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, under or about the Premises in a manner that could lead or potentially lead to the imposition on Mortgagor, Mortgagee or the Premises of any liability or lien of any nature whatsoever under any Environmental Requirement. Mortgagor shall notify Mortgagee promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a Governmental Authority under any Environmental Requirement, will promptly forward to Mortgagee copies of any notices received by Mortgagor relating to alleged violations of any Environmental Requirement and will promptly pay when due any fine or assessment against Mortgagee, Mortgagor or the Premises relating to any Environmental Requirement. If at any time it is determined that the operation or use of the Premises violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Premises which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, Mortgagor shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from Mortgagee, take, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements, provided,

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however, that if such compliance cannot reasonably be completed within such thirty (30) day period, Mortgagor shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Requirements. If Mortgagor fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any such action, Mortgagee may, in its sole and absolute discretion, make advances or payments towards the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by Mortgagee (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from Mortgagor shall be Additional Indebtedness under the Note and shall bear interest at the Default Interest Rate Applicable to the Floating Interest Rate set forth in the Note from the date any such sums are so advanced or paid by Mortgagee until the date any such sums are repaid by Mortgagor to Mortgagee. Mortgagor will execute and deliver, promptly upon request, such instruments as Mortgagee may deem useful or necessary to permit Mortgagee to take any such action, and such additional notes and mortgages, as Mortgagee may require to secure all sums so advanced or paid by Mortgagee. If a lien is filed against the Premises by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of Mortgagor or for which Mortgagor is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the State where the Premises is located, then Mortgagor will, within thirty (30) days from the date that Mortgagor is first given notice that such lien has been placed against the Premises (or within such shorter period of time as may be specified by Mortgagee if such Governmental Authority has commenced steps to cause the Premises to be sold pursuant to such lien) either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to Mortgagee and is sufficient to effect a complete discharge of such lien on the Premises, Mortgagee may, at its option, at intervals of not less than one year, or more frequently if Mortgagee reasonably believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Premises or portions thereof to be conducted to confirm Mortgagor's compliance with the provisions of this Paragraph, and Mortgagor shall cooperate in all reasonable ways with Mortgagee in connection with any such audit. If such audit discloses that a violation of an Environmental Requirement exists, Mortgagor shall pay all costs and expenses incurred in connection with such audit, otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this paragraph, be paid by Mortgagee. If this Mortgage is foreclosed, or if the Premises is sold pursuant to the provisions of this Mortgage, or if Mortgagor tenders a deed or assignment in lieu of foreclosure or sale, Mortgagor shall deliver the Premises to the purchaser at foreclosure or sale or to Mortgagee, its nominee, or wholly owned subsidiary, as the case may be, in a condition that complies in all respects with all Environmental Requirements. Mortgagor will defend, indemnify, and hold harmless Mortgagee, its employees, agents, officers, and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, in any way related to, (i) any breach by Mortgagor of any of the provisions of this Paragraph, (ii) the

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presence, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the Premises including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Premises or on any other property or otherwise, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall, notwithstanding any exculpatory or other provision of any nature whatsoever to the contrary set forth in the Note, this Mortgage or any other document or instrument now or hereafter executed and delivered in connection with the loan evidenced by the Note and secured by this Mortgage, constitute Additional Indebtedness under the Note and the personal recourse undertakings, obligations and liabilities of William A. Alter as guarantor of the Note. The obligations and liabilities of Mortgagor under this paragraph shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the indebtedness secured hereby has been paid in full and irrespective of any foreclosure of this Mortgage, sale of the Premises pursuant to the provisions of this Mortgage or acceptance by Mortgagee, its nominee or wholly owned subsidiary of a deed or assignment in lieu of foreclosure or sale and irrespective of any other fact or circumstance of any nature whatsoever."

7. Borrower acknowledges and agrees that this Fifth Modification Agreement shall be of no force or effect and the Maturity Date of the Loan shall not be extended to July 1, 1992 unless and until:

(a) This Fifth Modification Agreement has been executed by Borrower and delivered to and accepted and executed by Lender in the State of New York and recorded in the Recorder's Office;

(b) Chicago Title Insurance Company shall have delivered to Lender an endorsement to its Policy No. 6974383 dated November 9, 1984, which endorsement shall (i) insure the validity and priority of each of the Trust 108977 Mortgage and the Trust 108978 Mortgage, as securing the Restated Note and as amended by this Fifth Modification Agreement; (ii) disclose no Schedule B-1 Exceptions other than those set forth in said Policy or approved in writing by Lender's legal counsel; and (iii) insure that Trust 108977 is owner in fee simple of title to the real estate encumbered by the Trust 108978 Mortgage (the real estate legally described on Exhibit B hereto.

(c) Lender shall have received fully executed counterparts of each of the following documents:

- Hazardous Material Guaranty and Indemnification Agreement (William A. Alter)
- Ratification and Confirmation of Guaranty and Combined Security Agreement and Assignment of Beneficial Interest in Land Trust (William A. Alter)
- Ratification and Confirmation of Guaranty and Combined Security

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Agreement and Assignment of Beneficial Interest in Land Trust (Howard Ecker)

(d) For each of the "Premises" described in each of the Trust 108977 Mortgage and the Trust 108978 Mortgage, Lender shall have received a Phase I environmental audit in form and substance acceptable to Lender; and

(e) Lender shall have received full payment of a \$25,000 extension fee and a \$2,000 administrative processing fee charged to Borrower in connection with this Fifth Modification Agreement and Lender shall have received full reimbursement for its costs and expenses, including, but not limited to, environmental consulting and legal fees, incurred by Lender in connection with this Fifth Modification Agreement.

8. The definition of "Loan Documents" in the Trust 108977 Mortgage and the Trust 108978 Mortgage shall be amended to include the Hazardous Material Guaranty and Indemnification Agreement executed by William A. Alter dated of even date herewith, and delivered to Lender in connection with this Fifth Modification Agreement (hereinafter referred to as the "Environmental Guaranty"), and henceforth all references to the Loan Documents shall mean and include said Environmental Guaranty as well as the other Loan Documents.

9. To induce Lender to enter into this Fifth Modification Agreement, Borrower hereby represents, acknowledges and agrees that as of the date of recordation of this Fifth Modification Agreement it does not now have or hold any defense to the performance of any of its obligations under any of the Trust 108977 Mortgage, the Trust 108978 Mortgage, the Restated Note or the Loan Documents or any claim against Lender which might be set off or credited against any payments due under any of the Trust 108977 Mortgage, the Trust 108978 Mortgage, the Restated Note or the Loan Documents.

10. In all other respects, except as amended hereby, Borrower and Lender do hereby ratify and confirm the content of the Trust 108977 Mortgage, the Trust 108978 Mortgage, the Restated Note and the other Loan Documents.

11. This Fifth Modification Agreement is executed and delivered by LaSalle National Trust, N.A., not personally but as Successor Trustee to LaSalle National Bank as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that LaSalle National Trust, N.A. hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Fifth Modification Agreement shall be construed as creating any liability on LaSalle National Trust, N.A. personally to pay the indebtedness secured by the Loan Documents as modified by this Fifth Modification Agreement or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the day and year first above written.

LASALLE NATIONAL TRUST, N.A.,
Successor Trustee to LASALLE NATIONAL
BANK, not personally, but as Trustee
as aforesaid

By: [Signature]
Its: _____

ATTEST:

By: [Signature]
Its: _____

CHEMICAL BANK, a New York banking
corporation

By: [Signature]
Its: VICE PRESIDENT

ATTEST:

By: [Signature]
Its: _____

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Robert H. Shadur, Esq.
WINSTON & STRAWN
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5757

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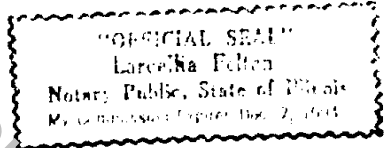
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LARCELNA FELTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LaSalle National Trust, N.A., as Trustee as aforesaid, and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of LaSalle National Trust, N.A. as Trustee for the uses and purposes therein set forth; and the said _____ then and there did acknowledge that he, as custodian of the seal of LaSalle National Trust, N.A. did affix the seal of LaSalle National Trust, N.A. to said instrument as his own free and voluntary act and as the free and voluntary act of LaSalle National Trust, N. A. as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of September, 1998.

Larcelna Felton
Notary Public

My Commission Expires:



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STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, Georgiana M. Dorr, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William J. Hall, President of Chemical Bank, a New York banking corporation, and John J. Hall, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and severally acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 23 day of September, 1941.

Georgiana M. Dorr

Notary Public
GEORGIANA M. DORR
NOTARY PUBLIC, State of New York
No. 41-487395B
Qualified in Queens County
Cert. Filed in _____ County
Commission Expires Oct. 3, 1942

My Commission Expires:

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EXHIBIT A

Lots 3 and 4 in Block 1 in Wolcott's Addition to Chicago in the East 1/2 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS:

The North side of Kinzie St. between Dearborn and
State Streets
Chicago, Illinois
P.I.N.: 17-09-262-015
17-09-262-016

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EXHIBIT B

lots 6, 7 and 8 in Block 1 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian also known as the North East corner of Dearborn and Kinzie Streets, in Cook County, Illinois.

COMMON ADDRESS:

Northeast Corner of Dearborn and Kinzie Streets Chicago,
Illinois

P.I.N.: 17-09-262-012

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