Daniel Kohn, Esq. Duane, Morris & Heckscher LLP 227 West Mondoe Street, Suite 3400 Chicago, Illinois 60606

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Cook County Recorder

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#### SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

This SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (the "Agreement") is entered into as of the 31st day of July, 2000, by and among FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated June 30, 1999, and known as Trait No. 10-2286 ("Trust"), PROSPECT LAND ACQUISITION LLC, a Delaware limited liability company ("Beneficiary"; Trust and Beneficiary are sometimes hereinafter collectively referred to as "Forrower") and FIRST BANK AND TRUST COMPANY OF ILLINOIS ("Lender").

#### RECITALS

WHEREAS, Borrower executed and delivered to Lender (i) that certain Term Note dated July 22, 1999, in the original principal amount of Nine Million and No/100 Dellars (\$9,000,000.000) (the "Term Note") and (ii) that certain Revolving Note dated July 22, 1999, in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00), as modified by that certain First Revolving Note Modification Agreement dated November 4, 1999, between Borlower and Lender whereby the maximum principal amount of the Revolving Note was increased to Chellion Seven Hundred Fifty Thousand and No/ 100 Dollars (\$1,750,000.00)(collectively, the "Revolving Note"; the Term Note and the Revolving Note are sometimes hereinafter collectively referred to as the "Notes"). The loan described in the Notes (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated July 22, 1999, from Borrower in favor of Lender, and recorded with the Recorder of Deeds of Cook County (the "Recorder") on July 27, 1999, as Document No. 99712337, as modified by that certain First Modification of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated November 4, 1999,

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between Borrower and Lender, and recorded with the Recorder on January 4, 2000, as Document No. 00007097 (collectively, the "Mortgage"); and

WHEREAS, Borrower now desires to modify the Mortgage; and

WHEREAS, Lender, the legal owner of the Notes and of the liens securing the same, at the request of Borrower has agreed to modify the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree to modify and renew the Mortgage as follows:

#### Representations and Wirranties.

- (1) <u>Financial Scatements</u>. Borrower represents and warrants that all financial statements of Borrower herety fore delivered to Lender are true and correct representations of the financial condition of Borrower as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
- Violation of Laws. Horrower is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Nows, the Mortgage, this Agreement, or any instrument executed in connection herewith conherewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.
- (3) <u>Taxes</u>. Borrower has paid any and all federal, state local and other taxes, assessments, fees and other governmental charges imposed upon Borrower or Borrower's assets which are due and payable.
- (4) <u>Disclosure of Adverse Facts</u>. Borrower represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Borrower which have not been related in writing to Lender.
- (5) Lawful Authority. Borrower possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Notes, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.

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- (6) No Defaults, Offsets, etc. Borrower represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan documents evidencing the Loan; and (ii) there are no offsets, counterclaims or defenses with respect to the Notes, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.
- 3. <u>Default</u>. Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in concernion therewith or herewith.
- 4. Increase of Naximum Principal Amount of Revolving Note. The Mortgage is modified to increase the maximum principal amount of the Revolving Note from One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) to One Million Eight Hundred Two Thousand Five Hundred and No/100 Dollars (\$1,802,500.00). Any and all references to "One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00)" contained in the Mortgage are hereby deleted and replaced with the amount "One Million Eight Hundred Two Thousand Five Hundred and No/100 Dollars (\$1,802,500.00)."
- Increase of Maximum Principal Arount of Term Note. The Mortgage is modified to 5. increase the maximum principal amount of the Term Note from Nine Million and No/100 Dollars (\$9,000,000.00) to Nine Million Two Hundred Seventy Thousand and No/100 Dollars (\$9,270,000.00). Any and all references to "Nine Million and No/100 Dollars (\$9,000,000.00)" contained in the Mortgage are hereby deleted and replaced with the amount "Nine Million Two Hundred Seventy Thousand and No/100 Dollars (\$9,270,000.00)."
- 6. Extend Maturity Date of the Notes. The Mortgage is modified to reflect that the Maturity Date (as defined in the Mortgage) of each of the Notes has been extended to December 31, 2000.
- Continuing Effect: Ratification. Except as expressly modified as contemplated herein, 7. Borrower expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
- Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without 8. limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewith.

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- 9. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- 10. <u>Conflicts</u>. In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.
- 11. Trustee Exculpation. This Agreement is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as frustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely coon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

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

BORROWEK:

OF ILLINOIS, as 'Trustee aforesaid SEE RIDER CONTAINING TRUSTEE'S

By: EXCIII PATORY CLAUSE WHICH IS

Its: MADE A PART HEREOF.

PROSPECT LAND ACQUISITION LLC,

a Delaware limited liability company

president

LENDER:

SIGNATURES CONTINUE ON FOCCOWING PAGE

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FIRST BANK AND TRUST COMPANY OF ILLINOIS

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This SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENTMENT ENTERED INTO JULY 31, 2000, BY FIRST BANK AND TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 30, 1999 AND KNOWN AS TRUST NO. 10-2286, PROSPECT LAND ACQUISITION LLC AND FIRST BANK AND TRUST COMPANY OF ILLINOIS is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said Trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual croacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof c. thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) not personally, but as Trustee under the provisions of a Trust Agreement dated JUNE 30, 1999 and known as Trust Number 10-2286, has caused these present to be signed by its Trust Officer and Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 31st day of Juny, 2000.

FIRST BANK AND TRUST COMPANY OF ILLINOIS (for nerly known as First Bank and Trust Company, Palatine, Illinois), as Trustee under Trust Number <u>10-2286</u> and not individually.

BY:

Trust Officer

TEST:

Assistant Trust Officer

STATE OF ILLINOIS )

) SS

COUNTY OF COOK

I <u>CATHY HOFFMAN</u>, a Notary Public in and for said County in State aforesaid, DO HEREBY CERTIFY THAT <u>JEREMY ADDIS</u>, Trust Officer and <u>CARL R. RATH</u>, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes then set forth; and the said Assistant Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of JULY, 2000.

"OFFICIAL SEAL"

CATHY S. HOFFMAN

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/29/2002

# Jul-31-2000 03:17pm From UNOFFICIAL COPY P.012/014 F-306

STATE OF ILLINOIS ) SS.
COUNTY OF COOK
I, Morene Jadova, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Wilson, personally known to me to be the Wolfen of PROSPECT LAND ACQUISITION LLC, as such is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as MS free and voluntary act as aforesaid, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this 3 day of July, 2000.
Notary Public My commission expires:  OFFICIAL SEAL CHARLENE J. MADURA NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 5-28-2001 NY COMMISSION EXPIRES 5-28-2001
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#### LEGAL DESCRIPTION

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TRACT ONE:

PARCEL 1: PIN NUMBER 03-24-100-027; ADDRESS 29-33 E. PALATINE RD.

THE EAST 141.30 FT. (EXCEPT THE SOUTH 661.02 FT.) AND (EXCEPT THAT PART TAKEN FOR PIPER LAND) ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THE EAST 40 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART TAKEN FOR PALATINE ROAD AND ALSO EXCEPTING THEREFROM THAT PART LYING SOUTH AND ADJOINING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR), IN COOK COUNTY, ILLINOIS.

PARCEL 2: PIN NUMBER: (3-24-101-012; ADDRESS 35 E. PALATINE RD.

THE WEST 334.0 FT. OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FCUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF THE SOUTH LINE OF PALATINE ROAD) AND (EXCEPT THAT PART CONVEYED TO THE CITY OF PROSPECT HEIGHTS FOR ROAD BY DEED RECORDED ON OCTOBER 8, 1987 AS DOCUMENT NO. 87547388), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: PIN NUMBER 03-24-101-005; ADDRESS 45 E PALATINE RD.

THE EAST 300.0 FT. OF THE WEST 634.0 FT. OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MEASURED ALONG THE NORTH LINE OF SAID SECTION TWENTY-FOUR AND LYING SOUTH OF THE SOUTH LINE OF PALATINE ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 5: PIN NUMBER 03-24 101-047; ADDRESS 401 E. PIPER JANE'.

LOT ONE IN BRIARLAKE RESUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89493543 IN COOK COUNTY, ILLINOIS.

TRACT TWO:

PARCEL 6: PIN NUMBER 03-24-101-048 ADDRESS 401 E. PIPER RD.

LOT TWO IN BRIARLAKE RESUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649, IN COOK COUNTY, ILLINOIS.

PARCEL 7: PIN NUMBER 03-24-101-009; ADDRESS 35 E. PALATINE RD.

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

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OF SECTION TWENTY-FOUR, TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE NORTH ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE EAST ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR TO THE WEST LINE OF THE EAST 989.57 FT. AS MEASURED ON THE SOUTH LINE THEREOF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE SOUTH ON THE WEST LINE OF THE EAST 989.57 FT., AS MEASURED ON THE SOUTH LINE THEREOF, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY FOUR, TO THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWIST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE WEST ON THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION INFNTY-FOUR, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR PIPER LANE ACCORDING TO DOCUMENT NO. 87547388, ALL IN COOK COUNTY, TLLINOIS.

#### PARCEL 8: PIN NUMBER 03-24-100-045, ADDRESS 25 E. PIPER LANE

LOT ONE IN PIPER LANE MINIWAREHOUSE SUBLIVICION, BEING A RESUBDIVISION OF PART OF LOT ONE IN PINECREST APARTMENTS, A SUBLIVISON OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR. COWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPTING: ARENA PAD PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT ONE IN PIPER LANE MINIWAREHOUSE SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT ONE IN PINECREST APARTMENTS, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION TWELTY-FOUR TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034 30UNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT ONE; THENCE SOUTH 00 DEGREES 26 MINUTES 50 SECONDS EAST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID LOT ONE, SAID LINE ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, A DISTANCE OF 481.50 FEET TO THE INTERSECTION WITH A LINE 149.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT ONE IN PIPER LANE MINIWAREHOUSE SUBDIVISION; THENCE NORTH 89 DEGREES 30 MINUTES 14 SECONDS WEST ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 341.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT ONE, BEING A CURVED LINE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 483.0 FEET; THENCE NORTHWESTERLY 163.19 FEET ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF NORTH 11 DEGREES 18 MINUTES 33 SECONDS WEST AND A CHORD DISTANCE OF 162.41 FEET; THENCE CONTINUING NORTH 21 DEGREES 02 MINUTES 32 SECONDS WEST, ON THE WESTERLY LINE OF SAID LOT ONE, A DISTANCE OF 55.64 FEET (55.61 = RECORD) TO A POINT OF CURVE IN SAID WESTERLY LINE, THENCE CONTINUING NORTHEASTERLY 214.49 FEET ON THE WESTERLY LINE OF SAID LOT ONE, BEING THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 250.0 FEET WITH A CHORD BEARING OF NORTH 3 DEGREES 35 MINUTES 50 SECONDS EAST

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AND A CHORD DISTANCE OF 207.98 FEET; THENCE CONTINUING NORTH 28 DEGREES 10 MINUTES 35 SECONDS EAST, ON THE WESTERLY LINE OF SAID LOT ONE, A DISTANCE OF 72.31 FEET TO THE NORTHWEST CORNER OF SAID LOT ONE; THENCE SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST, ON THE NORTH LINE OF SAID LOT ONE, SAID LINE ALSO BEING THE SOUTH LINE OF PIPER LANE AS DEDICATED PER DOCUMENT NO. 24897636, A DISTANCE OF 342.22 FEET (342.30 = RECORD) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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THAT PART OF THE SCUT! HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN LOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, THENCE NORTH 00 DEGREES 26 MINUTES 50 SECONDS WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, A DISTANCE OF 149.52 FEET TO THE INTERSECTION WITH A LINE 149.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, FOR THE POINT OF BEGINNING: THENCE CONTINUING NORTH 00 DEGREES 26 MINUTES 50 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 481.50 FEET. TO THE SOUTH LINE OF PIPER LANE AS DEDICATED PER DOCUMENT NOS 24897636 AND 87547388; THENCE SOUTH 85 DEGREES 00 MINUTES AND 51 SECONDS EAST, ON THE SOUTH LINE CF SAID PIPER LANE, A DISTANCE OF 293.88 FEET TO A POINT OF CURVE IN SAID SOUTH LINE; THENCE CONTINUING ON SAID PIPER LANE SOUTHEASTERLY 19.02 FEET ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BLAPING OF SOUTH 42 DEGREES 28 MINUTES AND 14 SECONDS EAST AND A CHORD DISTANCE OF 17.37 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 00 DEGREES 15 QUITES AND 29 SECONDS EAST, ON THE WESTERLY LINE OF SAID PIPER LANE, A DISTANCE OF 25.42 FEET TO A POINT OF CURVE IN SAID WESTERLY LINE; THENCE CONTINUING SOUTFEASTERLY 82.24 FEET ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADYUS OF 71.50 FEET WITH A CHORD BEARING OF SOUTH 35 DEGREES 55 MINUTES AND 29 SLCOIDS EAST AND A CHORD DISTANCE OF 77.78 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 989.57 FEET AS MEASURED ON THE SOUTH LINE THEREOF, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE SOUTH 00 DEGREES 45 MINUTES AND 34 SECONDS EAST ON THE WEST LINE OF THE EAST 989.57 FEET AS MEASURED ON THE SOUTH LINE THEREOF, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, DISTANCE OF 286.22 FEET TO THE INTERSECTION WITH A LINE 149.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR; THENCE NORTH 89 DEGREES 30 MINUTES 14 SECONDS WEST, ON A LINE 149.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, A DISTANCE OF 348.49 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 30.0 FT. LOT 2 IN BRIARLAKE RESUBDIVISION, BEING A PART OF THE SOUTH

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HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR. TOWNSHIP FORTY-TWO NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIDAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649, LYING NORTH OF THE SOUTH 149.5 FT. OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FOUR, ALL IN COOK COUNTY, ILLINOIS.

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