



Document prepared
by and after
recording to be
returned to:

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**FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

This **FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (the "Agreement") is entered into as of the 4th day of November, 1999, 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 Trust No. 10-2286 ("Trust"), **PROSPECT LAND ACQUISITION LLC**, a Delaware limited liability company ("Beneficiary"; Trust and Beneficiary are sometimes hereinafter collectively referred to as "Borrower") 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 Dollars (\$9,000,000.00) (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) (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 on July 27, 1999, as Document No. 99712337 (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.

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UNOFFICIAL COPY

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:

1. Acknowledgment of Balance of Notes. Borrower and Lender hereby acknowledge and agree that as of the date hereof, the outstanding principal balance of the Term Note, together with accrued and unpaid interest, fees and any late charges or other fees, is Eight Million Seven Hundred Forty-Nine Thousand Nine Hundred Seventy-Five and 71/100 Dollars (\$8,749,975.71).

Borrower and Lender hereby acknowledge and agree that as of the date hereof, the outstanding principal balance of the Revolving Note, together with accrued and unpaid interest, fees and any late charges or other fees, is One Million Two Hundred and No/100 Dollars (\$1,000,200.00).

2. Representations and Warranties.
 - a. Financial Statements. Borrower represents and warrants that all financial statements of Borrower heretofore 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.
 - b. Violation of Laws. Borrower 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 Notes, the Mortgage, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.
 - c. Taxes. 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.
 - d. Disclosure of Adverse Facts. 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.
 - e. 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.

- f. 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. Default. 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 connection therewith or herewith.
4. Increase of Maximum Principal Amount of Revolving Note. The Mortgage is modified to increase the maximum principal amount of the Revolving Note from One Million and No/100 Dollars (\$1,000,000.00) to One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00). Any and all references to "One Million and No/100 Dollars (\$1,000,000.00)" contained in the Mortgage are hereby deleted and replaced with the amount "One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00)."
5. Continuing Effect; Ratification. Except as expressly modified as contemplated herein, 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.
6. Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without 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.
7. 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.
8. Conflicts. 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.

9. 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 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 capacity. 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 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.

BORROWER:
FIRST BANK AND TRUST COMPANY
OF ILLINOIS, as Trustee aforesaid

By: ~~SEE RIDER CONTAINING TRUSTEE'S~~
 Its: ~~EXCULPATORY CLAUSE WHICH IS~~
~~MADE A PART HEREOF.~~

PROSPECT LAND ACQUISITION LLC,
 a Delaware limited liability company

By: *Bill B. Bradley*
 Its: *Vice President*

LENDER:
FIRST BANK AND TRUST COMPANY
OF ILLINOIS

By: *[Signature]*
 Its: *President*

This First Modification of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement entered into as of the 4th day of November, 1999, 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 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 capacity. 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 or 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 Assistant Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 4th day of November, 19 99.

FIRST BANK AND TRUST COMPANY OF ILLINOIS
(formerly known as First Bank and Trust Company,
Palatine, Illinois), as Trustee under Trust Number
10-2286 and not individually

BY: [Signature]
Assistant Trust Officer

ATTEST: [Signature]
Assistant Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Kristin A. Starns, a Notary Public in and for said County in State aforesaid, DO HEREBY CERTIFY THAT Robert A. Hershenhorn, Assistant Trust Officer and Carl R. Rath, 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 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 acknowledge 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 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 19 99.

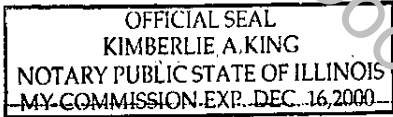
[Signature]



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kimberlie A. King, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Michael Winter, personally known to me
to be the President of **FIRST BANK AND TRUST COMPANY OF
ILLINOIS**, 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 his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, 1999.



Kimberlie A. King
Notary Public
My commission expires: 12:16:00

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LAND ACQUISITION

I, CAROL BERBERICH, 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 PROSPECT PRESIDENT of PROSPECT DEVELOPMENT LLC, as such JOHN WILSON, 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 free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8TH day of November, 1999.

Carol Berberich
Notary Public
My commission expires: 1/19/03

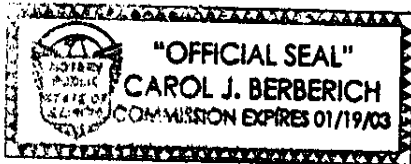


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 : PIN: 03-24-100-027; Street Address: 29-33 E. Palatine Road

THE EAST 141.30 FT. (EXCEPT THE SOUTH 661.02 FT.) AND (EXCEPT THAT PART TAKEN FOR PIPER LANE) 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 SAID SECTION TWENTY-FOUR), IN COOK COUNTY, ILLINOIS.

PARCEL 2 : PIN: 03-24-101-012; Street Address: 35 E. Palatine Road

THE WEST 334.0 FT. OF THE NORTH 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, (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: 03-24-101-005; Street Address: 45 E. Palatine Road

THE EAST 300.0 FT. OF THE WEST 634.0 FT. OF THE NORTH 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, 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: 03-24-101-047; Street Address: 401 E. Piper Lane

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. 89499649, IN COOK COUNTY, ILLINOIS. TRACT TWO

PARCEL 6 : PIN: 03-24-101-048; Street Address: 401 E. Piper Road

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: 03-24-101-009; Street Address: 35 E. Palatine Road

THAT 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, 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 NORTHEAST QUARTER 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 NORTHWEST 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 TWENTY-FOUR, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR PIPER LANE ACCORDING TO DOCUMENT NO. 87547388, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8 : PIN: 03-24-100-045; Street Address: 25 E. Piper Lane

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 TWENTY-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, 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 TWENTY-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, BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID LOT ONE; THENCE SOUTH 00°-26'-50" 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 FT. TO THE INTERSECTION WITH A LINE 149.50 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT ONE IN PIPER LANE MINIWAREHOUSE SUBDIVISION; THENCE NORTH 89°-30'-14" WEST, ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 341.33 FT. 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 FT.; THENCE NORTHWESTERLY 163.19 FT. ON THE ARC OF THE LAST DESCRIBED CURVE, HAVING A CHORD BEARING OF NORTH 11°-18'-33" WEST AND A CHORD DISTANCE OF 162.41 FT.; THENCE CONTINUING NORTH 21°-02'-32" WEST, ON THE WESTERLY LINE OF SAID LOT ONE, A DISTANCE OF 55.64 FT. (55.61=RECORD) TO A POINT OF CURVE IN SAID WESTERLY LINE; THENCE CONTINUING NORTHEASTERLY 214.49 FT. ON THE WESTERLY LINE OF SAID LOT ONE, BEING THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 250.0 FT. WITH A CHORD BEARING OF NORTH 3°-35'-50" EAST AND A CHORD DISTANCE OF 207.98 FT.; THENCE CONTINUING NORTH 28°-10'-35" EAST, ON THE WESTERLY LINE OF SAID LOT ONE, A DISTANCE OF 72.31 FT. TO THE NORTHWEST CORNER OF SAID LOT ONE; THENCE SOUTH 89°-20'-03" 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 FT. (342.30=RECORD) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT 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, BOUNDED 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 $00^{\circ}26'50''$ 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 FT. TO THE INTERSECTION WITH A LINE 149.50 FT. 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 $00^{\circ}26'50''$ WEST, ON THE LAST DESCRIBED LINE, A DISTANCE OF 481.50 FT. TO THE SOUTH LINE OF PIPER LANE AS DEDICATED PER DOCUMENT NOS. 24897636 AND 87547388; THENCE SOUTH $85^{\circ}00'51''$ EAST, ON THE SOUTH LINE OF SAID PIPER LANE, A DISTANCE OF 293.88 FT. TO A POINT OF CURVE IN SAID SOUTH LINE; THENCE CONTINUING ON SAID PIPER LANE SOUTHEASTERLY 19.02 FT. ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FT. WITH A CHORD BEARING OF SOUTH $42^{\circ}28'14''$ EAST AND A CHORD DISTANCE OF 17.37 FT. TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH $00^{\circ}19'29''$ EAST, ON THE WESTERLY LINE OF SAID PIPER LANE, A DISTANCE OF 95.42 FT. TO A POINT OF CURVE IN SAID WESTERLY LINE; THENCE CONTINUING SOUTHEASTERLY 82.24 FT. ON THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 71.50 FT. WITH A CHORD BEARING OF SOUTH $35^{\circ}55'29''$ EAST AND A CHORD DISTANCE OF 77.78 FT. TO THE INTERSECTION WITH 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; THENCE SOUTH $00^{\circ}45'34''$ EAST, 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, A DISTANCE OF 286.22 FT. TO THE INTERSECTION WITH A LINE 149.50 FT. 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 $89^{\circ}30'14''$ WEST, ON A LINE 149.50 FT. 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 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 30.0 FT. 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, 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.