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Prepared by and after recording return to:

Jay R. Goldberg  
Field and Goldberg, LLC  
321 South Plymouth Court  
Suite 800  
Chicago, Illinois 60604



Property common address:

1342, 1382, 1431 and 1498 Ports O'Call  
Palatine, Illinois

P.I.N.s: 02-12-200-026  
02-12-200-051  
02-12-200-039  
02-12-200-030

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 13th day of July, 2001 by and among **MANUFACTURERS BANK** ("Lender"), **COLE TAYLOR BANK**, as Trustee under Trust Agreement dated May 10, 2000 and known as Trust Number 00-8559 ("Borrower"), **PORTS O'CALL DEVELOPMENT CORP.**, an Illinois corporation ("Beneficiary") and **IVAN DJURIN** ("Guarantor").

15

**WITNESSETH:**

WHEREAS, Borrower is the owner of certain real estate (the "Premises") commonly known as 1342, 1382, 1431 and 1498 Ports O'Call which is located in the City of Palatine, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Beneficiary is the sole beneficiary of Borrower; and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Nine Hundred Forty Eight Thousand Dollars (\$948,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and all other documents evidencing, securing or otherwise governing the Loan are collectively referred to as the "Loan Documents") each of which is dated as of May 15, 2000, unless otherwise stated:

**BOX 333-CTI**

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a. Promissory Note (the "Note") made by Borrower in the stated principal sum of Nine Hundred Forty Eight Thousand Dollars (\$948,000.00);

b. Mortgage, Assignment of Leases & Security Agreement (herein called the "Mortgage") made by Borrower with the joinder by Beneficiary encumbering a portion of the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 00525262;

c. Assignment of Lease, Rents and Profits (herein called the "Assignment") from Borrower to Lender, assigning to Lender all of the leases, rents, issues, profits and avails of and from a portion of the Premises, which Assignment was joined in by Beneficiary and which Assignment was recorded in the Recorder's Office as Document No. 00525263;

d. Security Agreement and Assignment Interest in Land Trust;

e. Security Agreement

f. Uniform Commercial Code Financing Statements (herein called "Borrower's UCC-2 Financing Statement") made by Borrower, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 00 U 7143;

g. Uniform Commercial Code Financing Statements (herein called "Beneficiary's UCC-2 Financing Statement") made by Beneficiary, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 00 U 7142;

h. Uniform Commercial Code Financing Statement (herein called "Borrower's UCC-1 Financing Statement") made by Trust 00-8559, as debtor, to Lender, as secured party, filed with the Secretary of State of Illinois as Document No. \_\_\_\_\_;

i. Uniform Commercial Code Financing Statement (herein called "Beneficiary's UCC-1 Financing Statement") made by Ports O'Call, as debtor, to Lender, as secured party, filed with the Secretary of State of Illinois as Document No. \_\_\_\_\_;

j. Environmental Representation, Warranty & Indemnification Agreement;

Americans with Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement ("Disability Law Agreement"); and

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1. Guaranty (the "Guaranty") made by Guarantor in favor of Lender; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Loan Modification Agreement.

## AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Preambles. The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. Definitions. All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and other Loan Documents.

3. Increase in Loan Amount. Notwithstanding anything to the contrary contained in the Loan Documents, the amount of the Loan and the stated principal amount of the Note is increased to the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00). Any reference to the Loan or to the Note in any of the Loan Documents shall be a reference to the Loan and the Note in the stated principal amount of the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

4. Additional Property to Secure Note and Loan. Each of the Loan Documents are hereby amended to include within the meaning of the Premises the property commonly known as 1382 Ports O'Call, Palatine, Illinois as and for additional security for the Note and Loan. The legal description of the Premises, as amended, is attached hereto as Exhibit A and hereby incorporated by reference.

5. Amendment to Note. In addition to any other modifications contained in this Agreement, the Note is hereby amended as follows:

- a. the "Loan Rate" shall mean 7.50% per annum;
- b. the monthly installment of principal and interest due on the 1<sup>st</sup> day of each month shall be increased to Nine Thousand Seven Hundred Dollars and 65 Cents (\$9,700.65) (the "Monthly Installment");
- c. the "Maturity Date" shall mean September 1, 2003; and
- d. the following provision related to Prepayment Penalty is hereby added to the Note:

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"PREPAYMENT PENALTY. Provided that no material default then exists under this Note or under any documents which secure this Note, Maker may voluntarily prepay the principal balance of this Note in whole (but not in part) on or after the date hereof, subject to the following condition:

- (a) Not less than thirty (30) days prior to the date upon which the Maker desires to make such prepayment, the Maker shall deliver to Lender written notice of its intention to prepay, which notice shall be irrevocable and shall state the prepayment date (the "Prepayment Date");
- (b) The Maker shall pay to Lender, concurrently with such prepayment, a prepayment premium (the "Prepayment Premium") equal to the greater of (i) the "Yield Amount" (as hereinafter defined) or (ii) the "Fixed Amount" (as hereinafter defined);
- (c) The Maker shall pay to Lender all accrued and unpaid interest due under this Note through the date of such prepayment;
- (d) For purposes of this Note, the "Fixed Amount" shall mean an amount equal to the product of: (i) the outstanding principal balance of this Note as of the Prepayment Date, multiplied by (ii) a fraction, the numerator of which is the number of calendar months (partial calendar months shall be deemed to be full calendar months shall be deemed to be full calendar months) from and including the Prepayment Date to and including the Maturity Date, and the denominator of which is one thousand two-hundred (1200).
- (e) For purposes of this Note, the "Yield Amount" shall be the amount calculated as follows: (i) there shall first be determined as of the Prepayment Date, the amount, if any, by which the then applicable Interest Rate of this Note exceeds 2.25% plus the yield to maturity percentage (the "Current Yield") on United States Treasury Notes (constant Maturities) maturing closest to the Maturity Date as such Yield is reported in The Federal Reserve Statistical Release H-15 Federal Reserve Bulletin for the week preceding the prepayment in amounts equivalent to the then outstanding principal balance of this Note, or if such publication is discontinued, then any other publication designated by Lender as of the week immediately preceding the week in which the prepayment is made; (ii) the difference calculated pursuant to clause (e) (i) above shall be multiplied by the outstanding principal balance of this Note as of the Prepayment Date; (iii) the product calculated pursuant to clause (e) (ii) shall be multiplied by the quotient, rounded to the nearest one-hundredth (1/100th) of one percent (1%), obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365:

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- (f) Notwithstanding anything contained in this paragraph to the contrary, in no event shall Maker be entitled to a credit against, or a reduction of, the indebtedness being prepaid if the Current Yield exceeds the then applicable interest rate of this Note or for any other reason;
- (g) If prior to the Maturity Date a material default exists hereunder or under any loan document securing this Note and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, including liquidated damages in the amount of the Prepayment Premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. Maker hereby expressly agrees to the above described Prepayment Premium upon the voluntary or involuntary prepayment of this Note on the terms contained herein constitute adequate consideration for the Prepayment Premium.

Lender shall receive the Prepayment Premium provided for as partial compensation for the cost of reinvesting the proceeds of the loan and the loss of the contracted rate of return on the loan; provided that payment of the Prepayment Penalty shall in no way be a substitute for or in lieu of any and all damages or other remedies available to Lender under this Note and the Mortgage.

If this Note is prepaid in whole or in part prior to the Maturity Date due to the application of insurance or condemnation of proceeds, the prepayment premium shall not apply to the amount of principal so prepaid."

6. Amendment to Mortgage. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby and is further amended to include within the meaning of Premises the property commonly known as 1382 Ports O'Call, Palatine, Illinois. The legal description of the Premises, as amended, is attached hereto as Exhibit A and hereby incorporated by reference. Exhibit "1" to the Mortgage, being a copy of the Note, is hereby deemed amended to conform to the foregoing amendments to the Note.

7. Amendment to Assignment. The Assignment is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby and is further amended to include within the meaning of Premises the property commonly known as 1382 Ports O'Call, Palatine, Illinois. The legal description of the Premises, as amended, is attached hereto as Exhibit A and hereby incorporated by reference.

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8. Amendment to Guaranty. The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

9. Allowance of Partial Prepayment. Notwithstanding anything to the contrary contained herein, Borrower shall have the right to partially prepay the Note upon the sale of a portion of the Premises (the "Partial Prepayment"), provided that: (i) no material default then exists under the Note or under any of the Loan Documents, (ii) Lender approves the amount of the sale price for the portion of the Premises to be sold, which approval shall not be unreasonably withheld, (iii) after the sale of said portion of the Premises, the market value of the remaining portion of the Premises shall not be less than seventy-five percent (75%) of the then outstanding principal balance of the Note, based upon the latest appraisal of the remaining portion of the Premises on file with Lender, (iv) a review of the prior twelve (12) months income and expense report substantiates that the remaining portion of the Premises provides a minimum debt service ratio of 1.20, (v) Lender receives 100% of the sale proceeds less the usual and customary expenses associated with such a sale; and (vi) Borrower pays in full the Prepayment Penalty. In the event of a Partial Prepayment, Lender shall release from the Mortgage that portion of the Premises sold and Borrower shall continue to pay the Monthly Installment of principal and interest of Nine Thousand Seven Hundred Dollars and 65 Cents (\$9,700.65) until the earlier of: (i) the Note, as amended, is paid in full, or (ii) the Maturity Date, at which time a final payment of principal and interest remaining unpaid shall be due.

10. Continued Priority. In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

11. Title Insurance. Concurrent with the execution and delivery hereof by Borrower (and, at the option of Lender, as a condition precedent to the effectiveness of this Agreement), Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

(i) there are no objections to title other than (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the second installment for the year 2000 and subsequent years;

(ii) reflects the recording of this Agreement;

(iii) re-dates the effective date of the Title Policy to the date of recording of this Agreement;

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(iv) increases the stated amount of the Title Policy to the maximum principal amount of the Loan available under the terms of this Agreement; and

(v) reflects a first mortgage position on the Premises, as amended.

12. Lender Expenses. The Borrower and Beneficiary agree to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Loan Modification Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

13. Non-Waiver. In the event Lender shall at any time or from time to time disburse portions of the Loan without the Borrower or Beneficiary first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.


14. Ratification. The Loan Documents, including the Modification Agreement, are hereby ratified, confirmed and approved and are and shall remain in full force and effect. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

15. Joinder of Guarantor. Notwithstanding anything to the contrary herein contained, Guarantor has entered into this Agreement for the limited purpose of ratifying and confirming his obligations under the Guaranty, as amended hereby, and to acknowledge that such documents, as amended hereby remain in full force and effect.

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

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 00-8559. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of these terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of COLE TAYLOR BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 10, 2000 and known as Trust Number 00-8559

By: 

Sr. Trust Officer

(Signatures continued on following page)

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(Signatures continued from preceding page)

**PORTS O'CALL DEVELOPMENT CORP.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
**IVAN DJURIN**

**MANUFACTURERS BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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(Signatures continued from preceding page)

PORTS O'CALL DEVELOPMENT CORP.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
IVAN DJURIN

MANUFACTURERS BANK

By: William Be  
Name: William Be  
Title: ASST. VICE PRES

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Sheri Smith, a Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ (~~Vice~~) President of **COLE TAYLOR BANK**, as Trustee under Trust Agreement dated **May 10, 2000** and known as Trust Number **00-8559** ("Bank"), a national banking association, and Marta Castillo, Sr. Trust Officer (~~Assistant~~) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, and the said (~~Assistant~~) Secretary of said Bank then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix such corporate seal to said instrument as his own 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 13<sup>th</sup> day of July, 2001.

Sheri Smith  
Notary Public

My Commission Expires:



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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

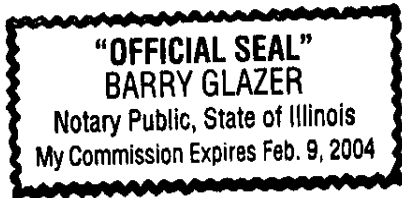
I, Barry Glazer, a Notary Public in and for the county and state aforesaid, do hereby certify that Ivan Djuric, the ~~(Vice)~~ President of **PORTS O'CALL DEVELOPMENT CORP.**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



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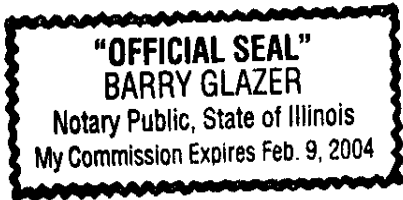
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, Barry Glazer, a Notary Public in and for the county and state aforesaid, do hereby certify that **IVAN DJURIN**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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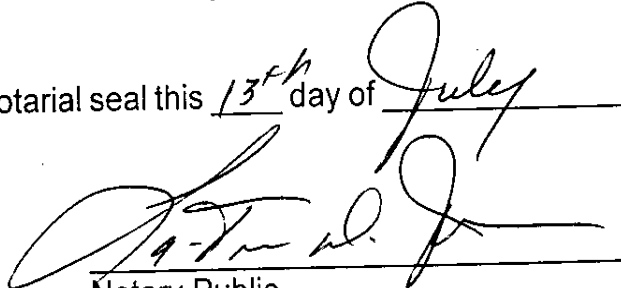


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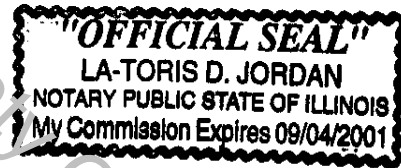
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, THE UNDERSIGNED, a Notary Public in and for the county and state aforesaid, do hereby certify that William BOL, the ASST. VICE PRES of **MANUFACTURERS BANK**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
9-4-2001



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## EXHIBIT A

Common Address:  
1342, 1382, 1431 and 1498 Ports O'Call, Palatine, Illinois  
P.I.N.s: 02-12-200-026, -051, -039, -030

### LEGAL DESCRIPTION:

#### PARCEL 1:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 671.08 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 329.17 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT: THENCE EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH-SOUTH, 52.33 FEET; THENCE SOUTH, 8.5 FEET; THENCE EAST 12 FEET; THENCE SOUTH 42.5 FEET; THENCE WEST, 64.33 FEET; THENCE NORTH 51 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DECLARATION OF EASEMENTS DATED JUNE 14, 1976 AND RECORDED JUNE 14, 1976 AS DOCUMENT 23518364, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 297.08 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 186.26 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES 26 MINUTES EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH - SOUTH, 64.33 FEET; THENCE SOUTH 6 DEGREES 34 MINUTES WEST, 51.0 FEET; THENCE NORTH 83 DEGREES 26 MINUTES WEST, 64.33 FEET; THENCE NORTH 6 DEGREES 34 MINUTES EAST, 51 FEET TO THE POINT OF BEGINNING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JUNE 14, 1976 AND RECORDED JUNE 14, 1976 AS DOCUMENT NUMBER 23518364, IN COOK COUNTY, ILLINOIS AND CREATED BY DEED RECORDED AS DOCUMENT 24482750.

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PARCEL 5:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.3 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 277.09 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 289.84 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH-SOUTH 47.50 FEET; THENCE SOUTH 24.0 FEET; THENCE EAST 3.50 FEET; THENCE SOUTH 40.33 FEET; THENCE WEST 51.0 FEET; THENCE NORTH, 64.13 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AS SET FORTH IN THE DECLARATION RECORDING JUNE 14, 1976, AS DOCUMENT NUMBER 23518364, IN COOK COUNTY, ILLINOIS AND CREATED BY DEED FROM WHEELING TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 77-186 TO ELMHURST NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1978, AND KNOWN AS TRUST NUMBER 4287 RECORDED AS DOCUMENT NUMBER 24834729.

PARCEL 7:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 429.42 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 334.17 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTH WEST CORNER OF SAID TRACT; THENCE EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH-SOUTH, 64.33 FEET; THENCE SOUTH 51.0 FEET; THENCE WEST, 64.33 FEET; THENCE NORTH 51.0 FEET; THENCE WEST 64.33 FEET; THENCE NORTH 51.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 8:

EASEMENTS FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 23518364

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