

This instrument was prepared by, and after recording should be returned to:



0020243301

Joseph F. Voyticky, Esq.  
Bingham Dana LLP  
399 Park Avenue  
New York, New York 10022

(B)

7971506

By Eno/Wells D1

Property of Cook County Clerk's Office  
LESSOR MORTGAGE

THIS LESSOR MORTGAGE (this "Lessor Mortgage") is dated as of February 28, 2002, between SELCO SERVICE CORPORATION, as borrower (the "Borrower"), and BAYERISCHE LANDESBANK GIRONZENTRALE, a German banking association acting through its Cayman Island Branch, as lender (the "Lender") under the Loan Agreement (as hereinafter defined).

WHEREAS, the Borrower and the Lender have entered into a Loan Agreement dated as of April 10, 2001, (as amended, modified, extended, supplemented, restated, and/or replaced from time to time, the "Loan Agreement"), pursuant to which the Lender will make Loans to the Borrower to enable the Borrower to acquire an interest in and to construct Improvements upon the Leased Property described on Schedule I hereto; and

WHEREAS, the Borrower is the owner or will be the owner of the Leased Property described on Schedule I hereto; and

WHEREAS, the execution and delivery of this Lessor Mortgage is a condition precedent to the Lender making the Loans under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions; Rules of Usage. For purposes of this Lessor Mortgage, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Annex A to the Loan Agreement (as such annex may be amended, modified, supplemented or restated from time to time).

BOX 333-CTA

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BOX 333-01

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*Lessor Mortgage*

SECTION 2. The Leased Property. Attached hereto as Schedule I is the description of the Leased Property, with a description of the Improvements attached hereto as Schedule I-A and a legal description of the Land attached hereto as Schedule I-B.

SECTION 3. Term of Lessor Mortgage. The term of this Lessor Mortgage with respect to the Leased Property shall commence on February 28, 2002 and shall end on April 10, 2006, unless earlier terminated or extended in accordance with the terms of the Loan Agreement.

SECTION 4. Lessee's Purchase or Sale Option. The Lessee has an option to purchase the Leased Property for the Purchase Price set forth in Section 29 of the Master Lease or, alternatively, the option to cause a sale of the Leased Property, as set forth in Section 30 of the Master Lease.

SECTION 5. [Intentionally Omitted]

SECTION 6. Ownership of Leased Property.

a. Lender, Borrower and Lessee intend that for federal and all state and local income and other tax purposes, for bankruptcy purposes, creditor's rights purposes, environmental law purposes, for purposes of exercising remedies against the Lessee, or the Leased Property, and for all other legal purposes, except for financial accounting purposes (i) the Lease will be treated as a loan and financing agreement and not a true lease, (ii) Lessee will be treated as the owner of the Leased Property and will be entitled to all tax benefits ordinarily available to owners of property similar to the Leased Property for such tax purposes, and (iii) all payments of Base Rental shall be deemed to be interest payments. Neither the Borrower nor the Lender makes any representation or warranty with respect to the foregoing matters and will assume no liability for the Lessee's accounting treatment of this transaction.

b. The Borrower and the Lender further intend and agree that, for the purpose of securing Borrower's obligations under the Loan Agreement, (i) each of the Loan Agreement and this Lessor Mortgage shall be deemed to be a security agreement and financing statement within the meaning of Article 9 of the Uniform Commercial Code respecting the Leased Property to the extent such is personal property; (ii) the grant referenced in Section 3 of the Loan Agreement shall be deemed to be (A) a grant by Borrower to Lender, in all of Borrower's right, title and interest in and to the Leased Property and all proceeds (including without limitation insurance proceeds) of any of the Leased Property, whether in the form of cash, investments, securities or other property, and (B) an assignment by Borrower to Lender of all rents, profits and income produced by the Leased Property; and (iii) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of Lessee and Borrower shall be deemed to have been given for the purpose of perfecting such security interest under applicable law.

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*Lessor Mortgage*

SECTION 7. Ratification. Except as specifically modified hereby, the terms and provisions of the Loan Agreement and the Transaction Documents are hereby ratified and confirmed and remain in full force and effect.

SECTION 8. Original Lessor Mortgage. The single executed original of this Lessor Mortgage marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the signature page thereof and containing the receipt of the Lessee therefor on or following the signature page thereof shall be the original executed counterpart of this Lessor Mortgage (the "Original Executed Counterpart"). To the extent that this Lessor Mortgage constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lessor Mortgage may be created through the transfer or possession of any counterpart other than the Original Executed Counterpart.

SECTION 9. Governing Law. EXCEPT AS PROVIDED TO THE CONTRARY BELOW, THIS LESSOR MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW APPLICABLE UNDER NEW YORK LAW) AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, PROVIDED, HOWEVER, THAT WITH RESPECT TO THE PROVISIONS HEREOF WHICH RELATE TO TITLE TO, THE NATURE OF THE RESPECTIVE RIGHTS, OBLIGATIONS AND INTERESTS OF LENDER AND BORROWER IN, OR THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON, THE LEASED PROPERTY OR AS OTHERWISE REQUIRED BY THE LAWS OF THE STATE OF ILLINOIS, BEING THE PLACE IN WHICH THE LEASED PROPERTY IS LOCATED, THIS LESSOR MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, AND PROVIDED FURTHER, BORROWER AGREES THAT, TO THE EXTENT NOT PROHIBITED BY NEW YORK LAW, SECTIONS 1301 AND 1371 OF THE REAL PROPERTY ACTIONS AND PROCEEDINGS LAW OF THE STATE OF NEW YORK AND ANY RELATED STATUTES, RULES AND COURT DECISIONS OF THE STATE OF NEW YORK CONCERNING ACTIONS ON DEBT AND FOR A DEFICIENCY JUDGMENT FOLLOWING A MORTGAGE FORECLOSURE ARE NOT APPLICABLE TO THIS LESSOR MORTGAGE OR ANY OTHER TRANSACTION DOCUMENT AND COMPLIANCE WITH THE SAME BY LENDER OR BORROWER IS WAIVED. IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF ILLINOIS, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF THIS LESSOR MORTGAGE IN ALL INSTANCES WHERE ILLINOIS LAW IS NOT SPECIFICALLY MADE THE LAW APPLICABLE TO THIS LESSOR MORTGAGE.

SECTION 10. Mortgage Provisions. The Lender and the Borrower intend that (a) this Lessor Mortgage be treated as the security of the Loan by the Lender in the principal amount of the Acquisition Costs of the Leased Property plus any other amounts due and

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## *Lessor Mortgage*

owing to the Lender under the Transaction Documents; provided, however, that in no event shall the principal amount secured exceed \$4,700,000.00; and (b) that this Lessor Mortgage shall be treated as a mortgage from the Borrower, as mortgagor, to the Lender, as mortgagee, encumbering that portion of the Leased Property and is made under those provisions of the existing laws of the State of Illinois relating to mortgages and that the Borrower, as mortgagor, hereby does, effective as of the date of the Loan Agreement and this Lessor Mortgage, mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto the Lender, as mortgagee, or any successor thereto, a continuing lien upon and a security interest in and to all of the Borrower's right, title and interest in and to any real property of any kind or character comprising the Leased Property, whether now owned or hereafter acquired, and all proceeds therefrom, to have and to hold said real property and all parts, rights, members and appurtenances thereof to the use, benefit and behoof of the Lender; and (c) that the Lender shall have all of the rights, powers and remedies of a mortgagee and a secured party available under applicable law including, without limitation, judicial foreclosure and such other remedies are set forth in this Lessor Mortgage. The recording of this Lessor Mortgage shall be deemed to constitute the filing of a mortgage and a financing statement to perfect the security interest in the Leased Property and to secure the payment of all amounts due from time to time from the Borrower to Lender under the Loan Agreement, this Lessor Mortgage and the other Transaction Documents.

SECTION 11. Mortgage Remedies. Subject to the provisions of Sections 11 and 12 of the Loan Agreement, if an Event of Default shall have occurred and be continuing, after notice and the running of all applicable cure periods, the Lender shall have the right:

- a. to execute any and all remedies available to mortgagee under Illinois law (and without prejudice to the rights of the Lender to exercise any remedies described in the Master Lease, the Loan Agreement or any other Transaction Document).
- b. to declare the Loan and all other obligations of Borrower secured by this Lessor Mortgage immediately due and payable without further notice. If the Lender exercises its option to accelerate the Loan and all other obligations of Borrower secured by this Lessor Mortgage, such amounts shall be collectible in a suit at law or by foreclosure action, or both, or by exercise of any other remedy available under the Master Lease, the Loan Agreement or the other Transaction Documents, at law and/or in equity.
- c. in any action to foreclose this Lessor Mortgage, the Lender shall be at liberty to apply for the appointment of a receiver of the rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Leased Property as security for the Loan, or the solvency or insolvency of any person then liable for the payment of the Loan. Under such circumstances, the Borrower agrees that the court may appoint a receiver of the Leased Property without bond, and may empower

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*Lessor Mortgage*

the receiver to take possession of the Leased Property and collect the rents, issues and profits of the Leased Property, and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as hereinafter provided, unless the court directs otherwise.

- d. to grant, bargain, sell, release and convey the Leased Property at public auction or venue and on such sale, to execute and deliver to the purchaser or purchasers, their heirs, successors and assigns, good, ample and sufficient deed or deeds of conveyance in accordance with applicable laws and to apply the proceeds of such sale in the manner hereinafter provided.
- e. in any suit to foreclose the lien of this Lessor Mortgage, there shall be allowed and included as part of the Loan in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Lender, including, without limitation, attorneys' fees and the cost of title evidence (which may be estimated as to items to be expended after the entry of the decree) permitted by the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et. seq. (the "Illinois Foreclosure Act") or the court to be included in such decree. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Leased Property and rents and income therefrom and the maintenance of the lien of this Lessor Mortgage, including the fees of any attorney employed by Lender in any litigation or proceedings affecting the Loan Agreement, this Lessor Mortgage, the other Transaction Documents or the Leased Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be immediately due and payable by the Borrower, with interest thereon at the Default Rate until paid.
- f. in any suit to foreclose the lien of this Lessor Mortgage, the Borrower, forthwith upon demand of the Lender, shall surrender to the Lender, and the Lender shall be entitled to be placed in possession of the Leased Property pursuant to and in accordance with the procedures set forth in the Illinois Foreclosure Act, and the Lender, in its discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the Leased Property, together with all documents, books, records, papers, and accounts of the Borrower relating to the Leased Property, and may exclude the Borrower wholly therefrom.
- g. upon a foreclosure sale of the Leased Property or any part thereof, the proceeds of such sale shall be applied in the following order:
- i. to the payment of all costs of the suit or foreclosure, including, without limitation, the costs described in subparagraph (e), above;

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- ii. to the payment of all other expenses of the Lender; and
- iii. then in accordance with the Loan Agreement and other Transaction Documents

SECTION 12. Waiver of Statutory Rights. After Event of Default shall have occurred and be continuing, and after notice and the running of all applicable cure periods with respect to such Event of Default, the Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Law," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Lessor Mortgage, and hereby waives the benefit of such laws. The Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Leased Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Leased Property sold as an entirety. The Borrower does hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Lessor Mortgage on behalf of the Borrower and each and every person acquiring any interest in or title to the Leased Property subsequent to the date of this Lessor Mortgage. The Borrower does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Lessor Mortgage pursuant to the Illinois Foreclosure Act.

SECTION 13. Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Lessor Mortgage shall be inconsistent with any provision of the Illinois Foreclosure Act, the provisions of the Illinois Foreclosure Act shall take precedence over the provisions of this Lessor Mortgage, but shall not invalidate or render unenforceable any other provision of this Lessor Mortgage that can be construed in a manner consistent with the Illinois Foreclosure Act. If any provision of this Lessor Mortgage shall grant to the Lender any rights or remedies upon any default by the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Illinois Foreclosure Act in the absence of said provision, the Lender shall be vested with the rights granted in the Illinois Foreclosure Act to the full extent permitted by law.

SECTION 14. Exercise of Lessor Rights. The Lessee hereby acknowledges and agrees that the rights and powers of the Borrower under the Lease have been collaterally assigned to the Lender pursuant to the terms of the Assignment of Leases and Rents and the other Transaction Documents, and that the Borrower has encumbered the Leased Property by various mortgage instruments made by the Borrower in favor of the Lender, including this Lessor Mortgage, all as security for certain indebtedness and obligations described therein of the Borrower to the Lender under the Transaction Documents. Lessee hereby consents to said assignment and said mortgage instruments in favor of the Lender and further acknowledges and agrees as follows:

- (i) The Borrower and the Lessee agree that the Borrower's collateral assignment of the Lease to the Lender shall be deemed to be a collateral

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## *Lessor Mortgage*

assignment of such mortgage, deed of trust, security deed or other secured financing, and the Lender as such collateral assignee shall be entitled to exercise any and all rights and remedies of the Borrower set forth therein during the existence of any Lease Event of Default, including without limitation, the Borrower's rights to obtain a receiver, to obtain possession of the Leased Property and the rents and revenues thereof and, subject to Section 24 of the Master Lease, to foreclose the Lease, to sell the Lessee's interest in the Leased Property, and to exercise any other rights or remedies that may then be available to the Borrower under applicable law on account of such Lease Event of Default.

(ii) Lessee's interest in the Leased Property is junior and subordinate to the lien of any mortgage instruments made by the Borrower in favor of the Lender against the respective Leased Property from time to time in connection with the Transaction Documents; provided, however, that for so long as no Lease Event of Default shall have occurred and be continuing, (i) the Lender shall not disturb Lessee's possession of the Leased Property through any foreclosure or other remedial action against the Leased Property under any mortgage instrument, except to the extent permitted by Section 24 of the Master Lease and (ii) if Borrower's interest in the Leased Property shall be transferred to any Person other than the Lessee as the result of the Lender's foreclosure or other remedial action under any mortgage instrument, the Lessee shall (upon request of the Lender) attorn to such transferee and recognize the transferee as the Lessee's landlord under the Lease, and such transferee shall recognize the Lease and be bound by all of the terms and provisions thereof.

(iii) During the existence of an Event of Default, the Lender as holder of the mortgage instruments and as collateral assignee of the Lease may exercise any and all rights and remedies that may then be available under applicable law to the Lender in either or both capacities, whether exercised singly, successively or concurrently, and the Lender as collateral assignee may enforce the Lessee's payment obligations under the Lease (regardless of whether the Lease shall be deemed a mortgage, deed of trust, security deed or other secured financing).

SECTION 15. Counterpart Execution. This Lessor Mortgage may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 16. Incorporation of Lease and Loan Agreement. The provisions set forth in the written Master Lease and Loan Agreement referred to above are hereby incorporated by reference into this Lessor Mortgage.

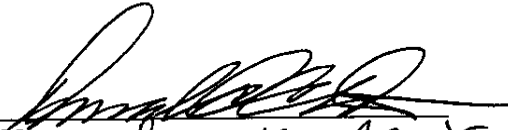
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*Lessor Mortgage*

IN WITNESS WHEREOF, each of the parties hereto has caused this Lessor Mortgage to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

SELCO SERVICE CORPORATION,  
as Borrower

By:   
Name: Darrold Jay's  
Title: Vice President

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Lessor Mortgage

State of New York

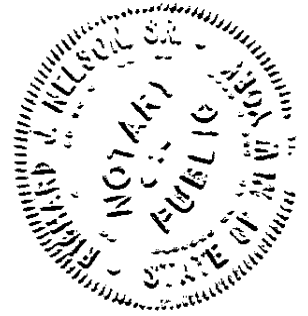
County of Albany

On the 21 day of February, 2002, then personally appeared the above-named Donald C. Davis, the vice President of Selco Service Corporation, an Ohio corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Notary Public 

My commission Expires: \_\_\_\_\_

RICHARD J. NELSON, SR.  
Notary Public, State of New York  
No. 01NE6006617  
Qualified in Rensselaer County  
Commission Expires May 04, 20 02

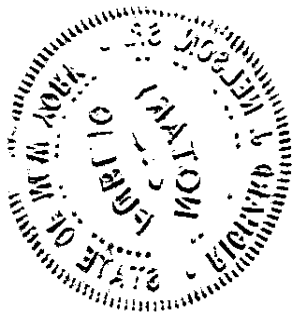


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COMMUNITY DEVELOPMENT  
OFFICE  
CITY OF CHICAGO  
100 N. LA SALLE ST.  
CHICAGO, IL 60602

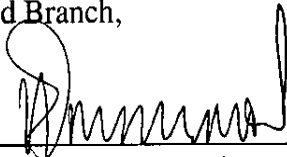


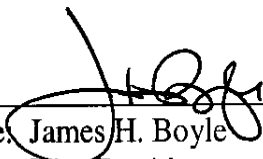
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BAYERISCHE LANDESBANK  
GIROZENTRALE, acting through its  
Cayman Island Branch,  
as Lender

By:   
Name: Hereward Drummond  
Title: Senior Vice President

By:   
Name: James H. Boyle  
Title: Vice President

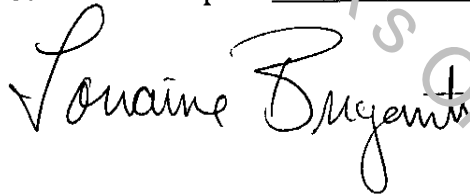
State of New York  
County of New York

On the 25th day of February, 2002, then personally appeared the above-named Hereward Drummond and James H. Boyle, a Senior Vice President and Vice President of Bayerische Landesbank Girozentrale, a German banking association acting through its New York branch, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Notary Public

My commission Expires:

LORRAINE MOONEY  
Notary Public, State of New York  
No. 021003911  
Qualified in New York County  
Commission Expires Jan. 3, 2003



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*Lessor Mortgage*

The foregoing Lessor Mortgage is hereby acknowledged as of the date hereof.

AT&T BROADBAND MANAGEMENT  
CORPORATION,  
as Lessee

By:   
Name: Richard S. McPherson  
Title: Vice President -- Corporate  
Services & Real Estate

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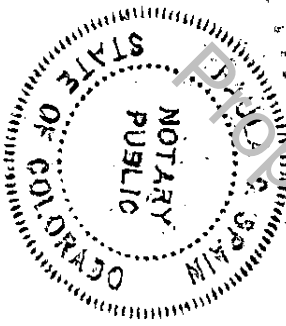
State of Colorado

County of Arapahoe

On the 22 day of February, 2002, then personally appeared the above-named Richard S. McPherson, the Vice President- Corporate Services & Real Estate of AT&T Broadband Management Corporation, a Colorado corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Notary Public

My commission Expires: 6/25/02

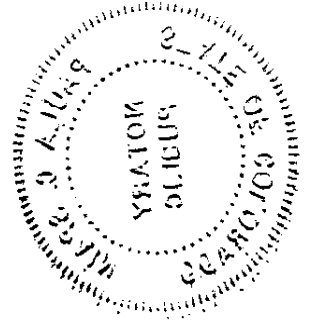


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11/11/09

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## SCHEDULE I TO LESSOR MORTGAGE

All Leased Property (as such term is defined in Annex A to the Loan Agreement) located on the Land described on Schedule I-B attached hereto.

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## SCHEDULE I-A TO LESSOR MORTGAGE

(Improvements)

All Improvements (as such term is defined in Annex A to the Loan Agreement) located on the Land described on Schedule I-B attached hereto.

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SCHEDULE I-B  
TO LESSOR MORTGAGE

(Land)

**Legal Description of Land**

350 Wolf Road, Mount Prospect, Illinois

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## EXHIBIT A

THAT PART OF THE NORTH EAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS A DISTANCE OF 250 FEET WEST OF THE SOUTH EAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 280 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 820 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 480 FEET TO THE WEST LINE OF WOLF ROAD; THENCE SOUTH ALONG THE WEST LINE OF WOLF ROAD; SAID LINE BEING 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 612 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 200 FEET; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 208 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN BY CONDEMNATION NO. 87 L 51412, DATED JUNE 16, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 35 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 16 MINUTES 07 SECONDS WEST (NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 607.95 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 53 SECONDS WEST (ASSUMED, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED) 50.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 45 DEGREES 16 MINUTES 07 SECONDS WEST (ASSUMED, NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED), 35.36 FEET TO A POINT ON THE WEST LINE OF THE EAST 75.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 07 SECONDS WEST (ASSUMED, NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED) ALONG SAID WEST LINE, 100.00 FEET; THENCE NORTH 44 DEGREES 43 MINUTES 53 SECONDS EAST (ASSUMED, NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED), 35.36 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 16 MINUTES 07 SECONDS EAST (ASSUMED, SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED) ALONG SAID WEST LINE, BEING ALSO THE WEST LINE OF WOLF ROAD, 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND ALSO KNOWN AS:

LOT 1 IN WINONA SCHOOL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 3, 1984 AS DOCUMENT NO. 3353847, EXCEPT THAT PART TAKEN BY CONDEMNATION NO. 87 L 51412, DATED JUNE 16, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 35 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 16 MINUTES 07 SECONDS WEST (NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 607.95 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 53 SECONDS WEST (ASSUMED, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED) 50.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 45 DEGREES 16 MINUTES 07 SECONDS WEST (ASSUMED, NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED), 35.36 FEET TO A POINT ON THE WEST LINE OF THE EAST 75.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 07 SECONDS WEST (ASSUMED, NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED) ALONG SAID WEST LINE, 100.00 FEET; THENCE NORTH 44 DEGREES 43 MINUTES 53 SECONDS EAST (ASSUMED, NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, MEASURED), 35.36 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 16 MINUTES 07 SECONDS EAST (ASSUMED, SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, MEASURED) ALONG SAID WEST LINE, BEING ALSO THE WEST LINE OF WOLF ROAD, 150.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. CONTAINING 348742 SQUARE FEET (8.006 ACRES) OF LAND, MORE OR LESS.

Parcel Identification No. 033520026

PERMANENT INDEX No. 03-35-200-026-0000

Address 350 N. Wolf Road  
Mount Prospect, Illinois

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