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Cook County Recorder 49.00

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



PERMANENT TAX INDEX NUMBER:

16-10-200-061

PROPERTY ADDRESS:

4301 West Chicago Avenue
Chicago, Illinois 60651

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ASSUMPTION AND CONSENT AGREEMENT

This ASSUMPTION AND CONSENT AGREEMENT dated as of October 12, 2000 (the "Assumption Agreement"), is executed by and among BK CHICAGO AVENUE L.L.C., an Illinois limited liability company ("BK"), whose address is c/o Colliers, Bennett & Kahnweiler, Inc., 9700 West Bryn Mawr Avenue, Rosemont, Illinois 60018, CHIA LLC, an Illinois limited liability company ("Chia"; BK and Chia each being referred to herein as an "Assignee" and collectively as the "Assignees"), whose address is c/o Northern Builders, Inc., 5060 North River Road, Schiller Park, Illinois 60176, DAVID R. KAHNWEILER ("Kahnweiler"), whose address is c/o Colliers, Bennett & Kahnweiler, Inc., 9700 West Bryn Mawr Avenue, Rosemont, Illinois 60018, THOMAS D. GRUSECKI ("Grusecki"; Kahnweiler and Grusecki each being referred to herein as a "Guarantor" and collectively as the "Guarantors"), whose address is c/o Northern Builders, Inc., 5060 North River Road, Schiller Park, Illinois 60176, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate Division C.

RECITALS:

A. The Lender made a mortgage loan (the "Loan") to Chicago Avenue Development L.L.C., an Illinois limited liability company (the "Assignor"), evidenced by that certain Secured Promissory Note dated September 15, 1998 in the original principal amount of Three Million Three Hundred Thirty Two Thousand Six Hundred Sixty and 00/100 Dollars (\$3,332,660.00), executed by the Assignor and made payable to the order of the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note").

BOX 333-CTJ

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B. The Loan, as evidenced by the Note, is secured by, among other things, the following documents (together with the Loan Agreement, the Note and any and all other documents evidencing or securing the Loans being collectively referred to herein as the "Original Loan Documents"):

(i) Mortgage, Assignment of Rents and Leases and Security Agreement dated as of September 15, 1998, executed by the Assignor to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 18, 1998 as Document Number 98837297 (the "Mortgage");

(ii) UCC-1 Financing Statement, executed by the Assignor, as debtor, in favor of the Lender, as secured party, and recorded on September 23, 1998 with the Office of the Illinois Secretary of State as Document No. 3913708 (the "Financing Statement");

(iii) UCC-2 Financing Statement, executed by the Assignor, as debtor, in favor of the Lender, as secured party, and recorded on September 18, 1998 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 98U9839 (the "Fixture Filing");

(iv) Guaranty dated as of September 15, 1998, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Guaranty"); and

(v) Environmental Indemnity Agreement dated as of September 15, 1998, jointly and severally executed by the Assignor and the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity").

C. Under and pursuant to that certain (i) First Amendment to Loan Documents dated as of February 28, 2000, executed by and among the Assignor, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on August 16, 2000 as Document No. 00630051 (the "First Amendment"), and (ii) Second Amendment to Loan Documents dated as of August 28, 2000, executed by and among the Assignor, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 7, 2000 as Document No. 00965139 (the "Second Amendment"; the Original Loan Documents, as modified and amended by the First Amendment and the Second Amendment being collectively referred to herein as the "Loan Documents"), the maturity date of the Loan was extended from February 28, 2000 to January 2, 2001.

D. The Assignor is the record owner of the fee simple estate in and to the real estate, and the improvements located thereon, described on Exhibit "A" attached hereto and by reference incorporated herein (the "Property"), which Property is encumbered by the Loan Documents.

E. The Assignees are the sole members of the Assignor, and pursuant to that certain Special Warranty Deed dated October 12, 2000, the Assignor will assign to the Assignees, as tenants in common, all of its right, title and interest in and to the Property, and in connection therewith, the Assignees have requested to assign from the Assignor all of the obligations and liabilities of the

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Assignor to the Lender for the Loan under and pursuant to the Loan Documents, and the Assignees and the Guarantors have requested that the Lender consent to such assignment.

F. The Lender has required that, as a condition of the Lender's consenting to the Assignor's assigning the Property to the Assignees, that the Assignees assume all of the obligations and liabilities of the Assignor for the Loan under and pursuant to the Note, the Mortgage, the Financing Statement, the Fixture Filing and the Environmental Indemnity (the "Assigned Loan Documents") and reaffirm the obligations and liabilities to the Lender under the Assigned Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and of the Lender making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Assumption of Obligations by the Assignee. The Assignees hereby jointly and severally assume all of the obligations and liabilities of the Assignor to the Lender for the Loan, of which the principal amount of Three Million Three Hundred Eight Thousand Nine Hundred Fifty Two and 51/100 Dollars (\$3,308,952.51) remains outstanding as of the date hereof, under and pursuant to the Assigned Loan Documents, and agree to be bound by all of the terms and conditions set forth in the Assigned Loan Documents, and to jointly and severally perform and comply with each covenant, term, condition and agreement of the Assigned Loan Documents required to be performed by the Assignor thereunder. The Assignees further jointly and severally covenant and represent that, except as amended hereby in connection with the fee ownership of the Property, each of the representations and warranties made by the Assignor in the Assigned Loan Documents remains true and correct as of the date hereof.

2. Approval of Assignment; Release of the Assignor. The Lender hereby consents and approves the assignment and transfer of the Property from the Assignor to the Assignees, subject to the terms and conditions of this Assumption Agreement and the Loan Documents, as amended hereby. The Lender hereby releases the Assignor from any and all obligation and liability under the Assigned Loan Documents.

3. Further Assurances. The Assignees hereby expressly (a) reaffirm all of the obligations and liabilities of the Assignor to the Lender under and pursuant to the Loan Documents in all respects, (b) agrees that such obligations and liabilities to the Lender under and pursuant to the Loan Documents shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever, (c) agrees that the acceptance by the Lender of this Assumption Agreement and the assumption by the Assignees of the obligations and liabilities of the Assignor under the Assigned Loan Documents shall not in any manner whatsoever (i) impair or affect the liability of the Assignees to the Lender under the Loan Documents, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Assignees pursuant to the Loan Documents, and (iii) except as expressly set forth in this Assumption Agreement, release or discharge, nor be construed to release or discharge, any of the obligations and

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liabilities owing to the Lender by any party under the Loan Documents, and (d) represent and warrant that each of the representations and warranties made by the Assignor in the Loan Documents remain true and correct as of the date hereof.

4. Continuing Effect. All of the provisions of the Loan Documents are incorporated herein and renewed as if re-executed as of the date of this Assumption Agreement. To the extent any of the terms, provisions, representations, warranties or covenants set forth in the Loan Documents differ from, or are inconsistent with, the terms of this Agreement, the provisions of this Agreement shall govern and control.

5. Reaffirmation of Guaranty. Each of the Guarantors hereby expressly (a) consents to the execution by the Assignor and the Assignees of this Assumption Agreement; (b) acknowledges that the Guaranty is hereby modified and amended so that all references in the Guaranty to (i) the Loan (as defined in the Guaranty) shall include all of the obligations and liabilities owing to the Lender under and pursuant to the Note and the other Loan Documents, as modified, amended and assumed by the Assignees under and pursuant to this Assumption Agreement, (ii) the Obligations (as defined in the Guaranty) shall include all of the obligations and liabilities owing to the Lender under and pursuant to the Note and the other Loan Documents, as modified, amended and assumed by the Assignees under and pursuant to this Assumption Agreement, and (iii) the "Guaranty" shall mean such Guaranty, as modified and amended by this Assumption Agreement; (c) reaffirms all of their obligations under the Guaranty, as modified and amended by this Assumption Agreement, in all respects; (d) agrees that the acceptance by the Lender of this Assumption Agreement and the assumption by the Assignees of the obligations and liabilities of the Assignor under the Assigned Loan Documents shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to the Lender under the Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against any Guarantor pursuant to the Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by the Guarantors under the Guaranty, and (e) represents that each of the representations and warranties made by the Guarantors in the Guaranty remain true and correct as of the date hereof.

6. Assignee Representations and Warranties. In addition to the representations and warranties set forth in the Assigned Loan Documents, each of the Assignees hereby represents and warrants to the Lender, as to itself, as follows:

(a) Organization. Each of the Assignees is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its respective business as presently conducted, and is duly licensed or qualified in all foreign jurisdictions wherein the nature of its respective activities require such qualification or licensing, and the Assignees are the sole members of the Assignor.

(b) Authorization; Validity. Each of the Assignees has full right, power and authority to enter into this Agreement, to make the borrowings under the Loan and to perform all of the duties and obligations under the Note and the other Loan Documents.

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The execution and delivery of this Agreement will not, nor will the observance or performance of any of the matters and things in this Agreement and in the Loan Documents, violate or contravene any provision of law or the articles of organization or the operating agreement of any Assignee. All necessary and appropriate action has been taken on the part of each Assignee to authorize the execution and delivery of this Agreement and the observance or performance of the provisions of the Loan Documents. This Agreement, the Note and the other Loan Documents are valid and binding agreements and contracts of the Assignees in accordance with their respective terms. No basis presently exists for any claim against the Lender under this Agreement, Note, the other Loan Documents or with respect to the Loan and the enforcement of this Agreement, the Note and the other Loan Documents is subject to no defenses of any kind.

(c) Absence of Breach. The execution, delivery and performance of this Agreement, the Note, the other Loan Documents and any other documents or instruments to be executed and delivered by the Assignees in connection with this Agreement shall not: (i) violate any provisions of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which any Assignee is a party or by which any Assignee or any of its respective property or assets may be bound.

(d) Good Title. At the date hereof and at all times thereafter until the Note is paid in full, the Assignees will have good and marketable fee simple title to the Property, free from any lien, security interest, encumbrance or other right, title or interest of any other person or entity other than the Lender.

(e) Adverse Conditions. To the best of the Assignees' knowledge, no condition, circumstance, document, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which could adversely affect the validity or priority of the liens and security interests granted the Lender under this Assumption Agreement and the Loan Documents, which could materially adversely affect the ability of any Assignee to perform the obligations under the Loan Documents, which would constitute a default under any of the Loan Documents or which would constitute such a default with the giving of notice or lapse of time or both.

(f) Compliance with Laws. The nature and transaction of the business and operations of each Assignee and the use of its respective properties and assets, including, but not limited to, the present use and occupancy of the Property, will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind including without limitation zoning, building, environmental, land use, noise abatement, occupational health and safety or other laws, any building permit or any condition, grant, easement, covenant, condition or restriction, whether recorded or not.

(g) Business Purpose. The proceeds of the Loan will be used for the purposes specified in 815 ILCS 205/4(1)(c), as amended from time to time; and that the principal

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obligation evidenced by the Note and secured by the Loan Documents constitutes a business loan within the purview and operation of said section.

(h) Margin Stock. No portion of the proceeds of the Note will be used by any Assignee, either directly or indirectly, for the purpose of purchasing or carrying any margin stock, within the meaning of Regulation U of the Regulations of the Board of Governors of the Federal Reserve System.

7. Conditions Precedent. This Assumption Agreement shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) Assumption Agreement. This Assumption Agreement duly executed by the parties hereto;

(b) Deed. The execution, delivery and recordation of a Special Warranty Deed (the "Deed"), executed by the Assignor to the Assignees, conveying all of the Assignor's right, title and interest in and to the Property to the Assignees;

(c) Date-down Endorsement. A Date-Down Endorsement issued by First Title Insurance Company to its Loan Policy No. LP3450297, dating down title to the Property to reflect the recordation of the Deed and this Assumption Agreement and reflecting the transfer of the fee interest in the Property from the Assignor to the Assignees;

(d) Financing Statements. UCC-1 and UCC-2 Financing Statements, executed by each Assignees, as debtor, in favor of the Lender, as secured party;

(e) Legal Opinion. An opinion from counsel to the Assignees addressed and in form and substance acceptable to the Lender, regarding the validity, binding nature and enforceability of this Assumption Agreement and the Loan Documents against the Assignees and such other matters of law as reasonably requested by the Lender; and

(f) Other Matters. Such other documents and certificates as the Lender may reasonably request.

8. Successors and Assigns. This Assumption Agreement shall be binding upon the parties hereto and their respective successors, assigns and legal representatives, and shall inure to the benefit of the parties hereto and to the successors, assigns and legal representatives of the Lender.

9. Governing Law. This Assumption Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

10. Expenses. The Assignees shall jointly and severally pay all costs and expenses in connection with the preparation of this Assumption Agreement, including, without limitation, reasonable attorney's fees and reasonable time charges of attorney's who may be employees of the Lender. The Assignees shall jointly and severally pay any and all stamp and other taxes, UCC

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· search fees, recording, filing, title and endorsement fees and other costs in connection with the execution and delivery of this Assumption Agreement, and agrees to save and hold harmless the Lender from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such fees.

11. Counterparts. This Assumption Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Consent Agreement as of the date first above written.

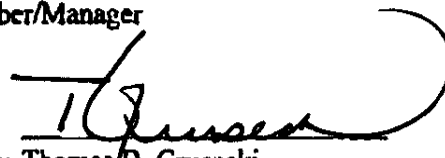
ASSIGNEES:

BK CHICAGO AVENUE L.L.C.,
an Illinois limited liability company

By: 
Name: David R. Kahnweiler
Its: Manager

CHIA LLC, an Illinois limited liability company


By: Northern Builders, Inc., an Illinois corporation
Its: Member/Manager

By: 
Name: Thomas D. Grusecki
Its: President

GUARANTORS:




DAVID R. KAHNWEILER



THOMAS D. GRUSECKI

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, formerly known
known as LaSalle National Bank

By: 
Name: Andrea M. Patchin
Title: Vice President

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March 23, 2001
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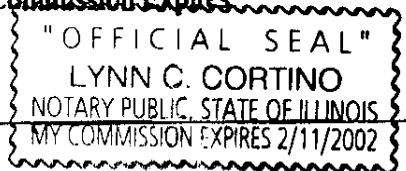
STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID R. KAHNWEILER, individually, and as Manager of BK CHICAGO AVENUE L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his individual capacity and as such Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of March, 2001.


Notary Public

My Commission Expires:



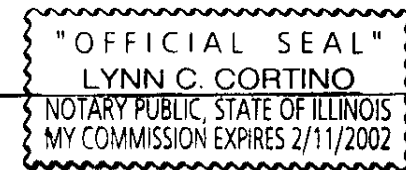
STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS D. GRUSECKI, individually, and as President of NORTHERN BUILDERS, INC, an Illinois corporation, the Member/Manager of CHIA LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his individual capacity and as such Manager and President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company and said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of March, 2001.


Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

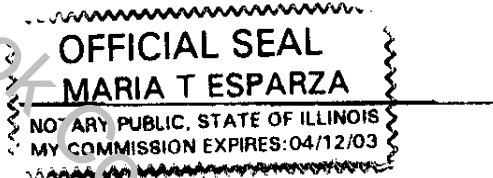
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREA M. PATCHIN, a Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of March, 2001.

Maria T. Esparza

 Notary Public

My Commission Expires:



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 March 23, 2001
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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD (BEING THE WEST LINE OF THE EAST 33.00 FEET OF THE NORTH EAST 1/4 OF SECTION 10 AFORESAID) SAID POINT BEING ON A LINE DRAWN 970.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4 OF SECTION 10); THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 6 DEGREES 33 MINUTES 01 SECONDS EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH 1379.90 FEET OF THE SAID NORTH EAST 1/4 OF SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET OF THE INTERSECTION OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT 27109489; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES 59 MINUTES 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES 30 MINUTES 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES 25 MINUTES 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046; THENCE NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 13 MINUTES 54 SECONDS EAST, ALONG A LINE DRAWN 1743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTH EAST 1/4 OF SECTION 10, A DISTANCE OF 711.97

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FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTH EAST 1/4 OF SECTION 10 AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES 04 MINUTES 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES 22 MINUTES 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES 11 MINUTES 06 SECONDS WEST, 135.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 10, A DISTANCE OF 232.80 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 54 SECONDS EAST, 150.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 2721.08 FEET WESTERLY OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 10 AFORESAID, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE, 1255.22 FEET TO THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED AS DOCUMENT 20302748; THENCE SOUTH 0 DEGREES 02 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE, 69.47 FEET TO AN ANGLE POINT IN SAID NORTH KILBOURN AVENUE; THENCE SOUTH 55 DEGREES 36 MINUTES 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE AFORESAID NORTH KILBOURN AVENUE, 782.245 FEET TO A NORTHEASTERLY CORNER OF NORTH KILBOURN AVENUE (BEING THE NORTH WEST CORNER OF LOT 14 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046); THENCE SOUTH 55 DEGREES 38 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 137.55 FEET; THENCE NORTH 34 DEGREES 21 MINUTES 47 SECONDS EAST, 42.00 FEET; THENCE SOUTH 55 DEGREES 38 MINUTES 13 SECONDS EAST, ALONG A LINE DRAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 81.34 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOTS 14 AND 15 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 65 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG SAID PARALLEL LINE, 875.26 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 16 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 74 DEGREES 22 MINUTES 11 SECONDS EAST, ALONG SAID PARALLEL LINE, 605.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

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THAT PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN UNDIVIDED 1/2 INTEREST IN:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET

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TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT DATED FEBRUARY 12, 1991 AND RECORDED FEBRUARY 13, 1991 AS DOCUMENT 91068203 AND ASSIGNED TO RAIL-IT BY DOCUMENT DATED AUGUST 15, 1991 AND RECORDED AUGUST 19, 1991 AS DOCUMENT 91421654, OVER THE FOLLOWING PROPERTY, TO WIT:

THAT PART OF THE NORTHEAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID NORTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2655.08 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 54 SECONDS WEST PARALLEL TO THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 10 THE SOUTH LINE OF THE NORTH 50 FEET OF THE NORTH EAST 1/4 OF SECTION 10 (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID PARALLEL LINE 150.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTH EAST 1/4 AND NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 66.00 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 54 SECONDS EAST, 150.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTH WEST 1/4 OF SECTION 10 AFORESAID (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE); THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST, ALONG SAID SOUTH LINE, 66.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT AS GRANTED IN DOCUMENT DATED AUGUST 15, 1991 AND RECORDED AUGUST 19, 1991 AS DOCUMENT 91421653 FOR THE BENEFIT OF PARCEL 1 IN FAVOR OF RAIL-IT, OVER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 35.13 FEET WIDE THE CENTER LINE OF WHICH IS DEFINED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 25.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTHERLY LINE OF SAID LOT 16; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 42 DEGREES 41 MINUTES 39 SECONDS WITH SAID NORTHERLY LINE OF LOT 16 AS MEASURED FROM THE WEST TO THE NORTHWEST FOR A DISTANCE OF 61.94 FEET TO THE TERMINUS POINT OF SAID CENTER LINE SAID POINT BEING THE INTERSECTION OF A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE AFORESAID NORTHERLY LINE OF SAID LOT 16, AND A LINE DRAWN 1743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH EAST 1/4 OF AFORESAID SECTION 10, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY DOCUMENT DATED SEPTEMBER 2, 1969 AND RECORDED SEPTEMBER 17, 1969 AS DOCUMENT 20961619 AND ASSIGNED TO RAIL-IT BY DOCUMENT DATED AUGUST 15, 1991 AND RECORDED AUGUST 19, 1991 AS DOCUMENT 91421655 OVER THE FOLLOWING PROPERTY TO WIT:

THE EAST 50.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4300 West Chicago Avenue
Chicago, Illinois
(Approximately 29 acres at the southwest corner of the intersection of Chicago Avenue and Pulaski)

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