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2000-05-24 10:44:38 Cook County Recorder

Document prepared by and after recording to be returned to:

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

SECOND MODIFICATION OF CONSTRUCTION MORTGAGE, ASSIGNMENT QU RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING **STATEMENT** 

CONSTRUCTION MORTGAGE, MODIFICATION OF **SECOND THIS** ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (the "Ag recment") is entered into as of the 3rd day of May, 2000, by and among FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated November 12, 1998, and known as Trust No. 10-2201 ("Trust") and 850 N. OGDEN, L.L.C., an I.linois limited liability company ("Beneficiary"; Trust and Beneficiary are sometimes hereinafter collectively referred to as "Borrower") and FIRST BANK AND TRUST COMPANY OF ILLINOIS ("Lender").

#### **RECITALS**

WHEREAS, Borrower executed and delivered to Lender that Certain Mortgage Note dated March 1, 1999, in the original principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), which Mortgage Note was modified by that certain First Mortgage Note Modification Agreement dated December 31, 1999 between Borrower and Leider (collectively the "Note"). The loan described in the Note (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated March 1, 1999, from Borrower in favor of Lender, and recorded with the Recorder of Deeds of Cook County (the "Recorder") on April 13, 1999, as Document No. 99353346 (the "Original Mortgage"), as such Original Mortgage was modified by that certain First Modification of Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of December 31, 1999, between Borrower and Lender (the "First Modification"; the Original Mortgage as modified by the First Modification is hereinafter referred to as the "Mortgage"), which First Modification was as Document No. recorded with the Recorder on

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**BOX 333-CTI** 

WHEREAS, Borrower now desires to further modify the Mortgage; and

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

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

1.	Acknowledgme	ent of Bal	ance of No	ote. Bo	orrowe	er and	Lende	r hereby a	eknov	vledge	and ag	ree
	that as of the	date here	of, the ou	itstand	ing pr	incipa	ıl bala	nce of the	e Not	e, toge	ther w	rith
	accrued and	unpaid	interest,	fees	and	any	late	charges	or	other	fees,	is
		•	,			-	and	/100 Do	llars	(\$		_).

#### 2. Representations and Warranties.

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

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Note, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.

- f. No Defaults, Offsets, etc. Borrower represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan documents evidencing the Loan; and (ii) there are no offsets, counterclaims or defenses with respect to the Note, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.
- 3. <u>Derauit</u> Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in connection therewith or herewith.
- 4. Maximum Principal Amount. The Maximum Principal Amount (as defined in the Note) of the Note has been increased from Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) to Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000.00). To reflect such increase, any and all references in the Mortgage to Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) are hereby deleted and replaced with the amount Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000.00).
- 5. Continuing Effect; Ratification. Except as expressly modified as contemplated herein, Borrower expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
- 6. Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewijh.
- 7. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- 8. <u>Conflicts</u>. In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.

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Trustee Exculpation. This Agreement is executed by First Bank and Trust Company of 9. Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

EO<sub>1</sub> IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**BORROWER:** 

FIRST BANK AND TRUST COMPANY **OF ILLINOIS**, as Trustee aforesaid

850 N. OGDEN, L.L.C., an Illinois limited liability company

By:

Rezmar Corporation, an Illinois

corporation, its manager

LENDER:

FIRST BANK AND TRUST COMPANY **OF ILLINOIS** 

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
I,
C/e/t/s Office

STATE OF ILLINOIS ) ) SS.
COUNTY OF COOK )
I, Mally Mally , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mully , personally known to me to be the
GIVEN under my hand and notarial seal as of the 3 day of April, 2000.
OFFICIAL SEAL CHARLENE J. MADURA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-28-2001 My commission expires: 5/28/200/
Colling Clark's Or
C/O <sub>x</sub>

STATE OF ILLINOIS )
I, Madwa, a Notary Public in and for said County, in the State aforesaid, DØHEREBY CERTIFY that where to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as free and voluntary act as aforesaid, for the uses and purposes therein set forth.
instrument da purposes met and voluntary det de distribute, for the does and purposes met and
GIVEN under my hand and notarial seal as of the day of April, 2000.
OFFICIAL SEAL CHARLENE J. MADURA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-28-2001 Notary Public My commission expires. 5/20/200/

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1. TAXES FOR THE YEAR(S) 1999 AND 2000 2000 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 1999 FIRST INSTALLMENT WAS DUE MARCH 01, 2000 NOTE: 1999 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PC	L		YEAR	1ST INST	STAT
17-05-413-017-0000	1	OF	26	1999	\$1,399.56	UNPAID
17-05-413-018-0000	2	OF	26	1999	\$195.72	UNPAID
17-05-413-019-0000	3	OF	26	1999	\$188.49	UNPAID
17-05-413-020-0000	4	OF	26	1999	\$173.98	UNPAID
17-05-413-021-0000	5	OF	26	1999	\$173.98	UNPAID
77-05-413-022-0000	6	OF	26	1999	\$195.72	UNPAID
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17-05-4/2-023-0000	7	OF	26	1999	\$152.20	UNPAID
17-05-413-024-0000	8	OF	26	1999	\$173.98	UNPAID
17-05-413-025-0000	9	OF	26	1999	\$173.98	UNPAID
17-05- <b>41</b> 3-026-J00)	10	OF	26	1999	\$175.14	UNPAID
17-05-413-027-0000	11	OF	26	1999	\$175.14	UNPAID
17-05-413-028-0000	12	OF	26	1999	\$183.25	UNPAID
17-05-413-029-0000	13	OF	26	1999	\$183.25	UNPAID
17-05-413-030-0000	14	O.P	26	1999	\$20,031.38	UNPAID
		-				
17-05-413-031-0000	15	OF	25	1999	\$398.98	UNPAID
17-05-413-032-0000	16	OF	26	1999	\$408.38	UNPAID
17-05-413-033-0000	17	OF	26	1999	\$407.89	UNPAID
17-05-413 <b>-</b> 034-0000	18	OF	26	1979	\$420.18	UNPAID
17-05-413-035-0000	19	OF	26	1999	\$442.32	UNPAID
17-05- <b>413-</b> 036-0000	20	OF	26	1999	\$440.76	UNPAID

17-05-413-037-0000	21 OF 26	1999	\$368.81	UNPAID
17-05-413-038-0000	22 OF 26	1999	\$316.78	UNPAID
17-05-413-039-0000	23 OF 26	1999	\$368.81	UNPAID
17-05-413-040-0000	24 OF 26	1999	\$364.95	UNPAID
17-05-413-041-0000	25 OF 26	1999	\$404.12	UNPAID
17-05-413-043-0000	26 OF 26	1999	\$994.78	UNPAID

Address of Property: 850 W. Odgen

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PARCEL 1:

LOTS 16, 15, 14, 13 12, 1, 10, 18, 7, 6, 5, 4, 3 JNS LOT 2 (EXCEPT THE NORTH 23 FEET THEREOF) IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

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LOT 17 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOT 18 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 2:

LOT 1 (EXCEPT THAT PART THEREOF WHICH LIES WEST OF A LINE 100 FEET WEST OF THE WEST LINE OF CARPENTER STREET) IN JOHN J. KOWALSKI'S SUBDIVISION OF LOT 16-1/2 IN ASSESSOR'S DIVISION OF LICK 6 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOT 2 (EXCEPT THAT PART THAT WHICH LIE) WEST OF A LINE 100 FEET WEST OF THE WEST LINE OF CARPENTER STREET AND EXCEPT IFAT PART OF SAID LOT 2 TAKEN FOR THE OPENING OF OGDEN AVENUE) IN JOHN J. KOWALSKI'S SUBDIVISION OF LOT 16-1/2 IN ASSESSOR'S DIVISION OF BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE SOUTH 30.40 FEET OF THE EAST 100 FEET OF BLOCK 6 (EXCEPT THAT PART THEREOF TAKEN FOR THE OPENING OF OGDEN AVENUE) IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE DESCRIBED AS LOT 3 (EXCEPT SO MUCH AS LIES WEST OF A LINE 100 FEET WEST OF CARPENTER STREET AND EXCEPT THAT PART OF SAID LOT 3 TAKEN FOR THE OPENING OF OGDEN AVENUE) IN JOHN KOWALSKI'S SUBDIVISION OF LOT 16-1/2 IN THE ASSESSOR'S DIVISION OF BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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ALSO

#### PARCEL 3:

LOTS 1, 2, 3 AND THE SOUTH 16 FEET OF LOT 4 (EXCEPT THAT PART OF SAID LOTS TAKEN AND CONDEMNED FOR THE OPENING AND EXTENDING OF OGDEN AVENUE IN THE COUNTY COURT OF COOK COUNTY, ILLINOIS AS CASE NO. 42162) IN CHICAGO LAND COMPANY'S SUBDIVISION OF LOTS 7, 10, 11 AND THAT PART OF LOTS 3 AND 6 LYING SOUTH OF THE RAILROAD RIGHT OF WAY IN BLOCK 8 IN WRIGHT'S ADDITION TO CHICAGO, AND THAT PART OF BLOCK 3 IN ELSTON'S ADDITION TO CHY 'AGO, LYING NORTH OF THE SOUTH 100 FEET THEREOF AND SOUTH OF SAID RAILROAD RIGHT OF WAY IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

#### PARCEL 4:

LOTS 19, 20 AND 21 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

#### PARCEL 5:

LOTS 22, 23, 24, 26 TO 31 INCLUSIVE, TAKEN AS A TPACE (EXCEPT THAT PART OF SAID LOTS LYING NORTH OF THE SOUTHERLY WALL OF THE SOUTHERLY ITNE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY) IN ASSESSOR'S DIVISION OF BLOCK 6 IN ELSTON'S ADDITION, AFORESAID;

ALSO

#### PARCEL 6:

THAT PART OF CORNELL STREET (FORMERLY GEORGE STREET) LYING NORTH OF THE NORTH LINE OF LOTS 27 TO 31 INCLUSIVE, IN THE ASSESSOR'S DIVISION OF BLOCK 6, AS AFORESTED, AND SOUTH OF THE SOUTHERLY WALL ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AFORESAID, BEING A TRIANGULAR TRACT BOUNDED ON THE WEST BY THE WEST LINE EXTENDED NORTH OF SAID LOT 31;

ALSO

#### PARCEL 7:

THAT PART OF NORTH CARPENTER STREET BOUNDED ON THE NORTH BY THE SOUTHERLY WALL ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND BOUNDED ON THE SOUTH BY THE SOUTH LINE EXTENDED EAST OF LOT 19 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO;

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ALSO

#### PARCEL 8:

THAT PORTION OF LOT 25 LYING SOUTH OF A LINE 26 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 25 AND THAT PART OF LOT 25 LYING NORTH OF A LINE 53 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF LOT 25 IN THE ASSESSOR'S DIVISION OF BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 9:

THE NORTH 23 FEET OF LOT 2 IN FLOCK 6 IN ELSTON'S ADDITIN TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 10:

THAT PART OF LOT 25 IN ASSESSOR'S DIVISION OF NUCK 6 IN ELSTON ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID LOT, 26 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 27 FEET; THENCE WEST 100 FEET; THENCE SOUTH 27 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 11:

LOT 1 IN BLOCK 6 IN ELSTON ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 12: PROPOSED VACATION

THAT PART OF NORTH CARPENTER STREET BOUNDED ON THE NORTH BY THE SOUTH LINE EXTENDED EAST OF LOT 19 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF OGDEN AVENUE;

PARCEL 13: PROPOSED VACATION

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THAT PART OF WEST CHESTNUT STREET (FORMERLY CORNELL STREET) LYING EASTERLY OF THE EAST LINE EXTENDED, OF NORTH MAY STREET, SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND WEST OF THE EAST LINE EXTENDED, OF THE NORTH AND SOUTH ALLEY WHICH LIES WESTERLY OF AND ADJOINING LOT 31 IN ASSESSORS DIVISION OF BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO;

#### PARCEL 14: PROPOSED VACATION

ALL OF NORTH AND YOUTH 14 FOOT WIDE ALLEY LYING WEST OF AND ADJOINING LOT 31 IN ASSESSOR'S DIVISION OF BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO, WEST OF AND ADJOINING LOT 11 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO AND WEST OF AND ADJOINING A LINE RUNNING FROM THE NOTITIVEST CORNER OF SAID LOT 11 TO THE SOUTHWEST CORNER OF SAID LOT 31:

#### PARCEL 15: PROPOSED VACATION

ALL OF NORTH AND SOUTH 14 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING LOT 16 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 16 EXTENDED NORTH 14 FEET;

#### PARCEL 16: PROPOSED VACATION

ALL OF EAST AND WEST 14 FOOT WIDE ALLEY LYING NORTH OF AND ADJOINING LOTS 11 TO 16 IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO;

#### PARCEL 17: PROPOSED VACATION

ALL OF BLOCK 5 LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

#### THE AFOREGOING 17 PARCELS ALSO DESCRIBED AS FOLLOWS:

THAT PART OF BLOCKS 3, 5 AND 6 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTHWESTERLY OF THE CHICAGO AND NORTHWESTERN RIALWAY COMPANY IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING PARTS OF WEST CHESTNUT STREET, CORNELL STREET (FORMERLY GEORGE STREET) AND NORTH CARPENTER STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 6; THENCE NORTH 0 DEGREES WEST, 394.44 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID RAILWAY; THENCE CONTINUING ON SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5,226.75 FEET, AN ARC LENGTH OF 105.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 71 DEGREES, 44 MINUTES, 18 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE 356.81 FEET; TO THE EAST LINE OF NORTH CARPENTER STREET; THENCE SOUTH

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0 DEGREES, 32 MINUTES, 59 SECONDS EAST ALONG SAID EAST LINE 58.49 FEET; THENCE NORTH 89 DEGREES, 55 MINUTES, 18 SECONDS EAST, 61.34 FEET TO THE NORTHWESTERLY LINE OF NORTH OGDEN AVENUE; THENCE SOUTH 39 DEGREES, 15 MINUTES, 07 SECONDS WEST ALONG SAID NORTHWESTERLY LINE 247.8 FEET TO THE NORTH LINE OF WEST FRY STREET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 52 SECONDS WEST ALONG SAID NORTH LINE 344.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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