

# UNOFFICIAL COPY

CHICAGO TITLE 7852110 DI-MOR-1K

This Instrument Prepared By and After  
Recording Should Be Returned to:  
Charter One Bank, N.A.  
1215 Superior Avenue, 6<sup>th</sup> Floor  
Cleveland, Ohio 44114  
Attn: Commercial Loan Servicing Dept.  
Mail Code: SU670



Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 07/25/2003 08:20 AM Pg: 1 of 12

Property of Cook County Recorder of Deeds

## LOAN MODIFICATION AGREEMENT

Loan No. 61-9440056

12

This Loan Modification Agreement (hereinafter referred to as the "Agreement") is entered into by and among LASALLE BANK NATIONAL ASSOCIATION, FKA LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A. AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1971 AND KNOWN AS TRUST NO. 41675 (hereinafter referred to as "Borrower"), MASSASOIT PROPERTY LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as "Original Guarantor"), GEAREN PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as the "Additional Guarantor") and CHARTER ONE BANK, N.A., a corporation organized and doing business under the laws of the United States of America, formerly known as Charter One Bank, F.S.B., formerly known as St. Paul Federal, a Division of Charter One Bank, F.S.B. (hereinafter referred to as "Lender").

### WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Loan") from St. Paul Federal, a Division of Charter One Bank, F.S.B. (hereinafter referred to as "St. Paul Federal") in the original amount of One Million Six Hundred Thousand Dollars U.S. (\$1,600,000.00) which loan is evidenced by a promissory note (hereinafter referred to as the "Note") dated December 17, 1999, executed by Borrower; and

**BOX 333-CT**

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WHEREAS, the Original Guarantor executed a guaranty agreement of even date with the Note (hereinafter referred to as the "Original Guaranty") which guarantees the repayment of the Loan; and

WHEREAS, the Note is secured by an open-end mortgage and security agreement (hereinafter referred to as the "Mortgage") of even date with the Note from Borrower to St. Paul Federal, which Mortgage was recorded on December 23, 1999 at 14:18:53 as Instrument No. 09192707 of the Official Records of Cook County, Illinois, and covers certain real property located in said County more fully described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Borrower and Original Guarantor have also executed other documents evidencing, securing and relating to Borrower's obligations concerning the Loan (collectively, such documents together with the Note, the Original Guaranty and the Mortgage are referred to herein as the "Loan Documents"); and

WHEREAS, on February 12, 2001, St. Paul Federal Bank, a Division of Charter One Bank, F.S.B. changed its name to Charter One Bank, F.S.B.; and on May 7, 2002, Charter One Bank, F.S.B. converted from a federal savings bank to a national banking association and changed its name to Charter One Bank, N.A.; and

WHEREAS, the principal balance outstanding on the Loan, as evidenced by the Note is One Million Five Hundred Twenty-Three Thousand Eight Hundred Fifty Dollars and Fourteen Cents U.S. (\$1,523,850.14), after application of all payments due and owing on the Note through May 1, 2003; and

WHEREAS, as a condition to this Agreement, Additional Guarantor agrees to execute a Guaranty Agreement in form attached hereto as Exhibit B (the "Additional Guaranty"); and

WHEREAS, all of the terms, conditions, provision and covenants contained in the Loan Documents are desired by Borrower, Original Guarantor, Additional Guarantor and Lender to be and are hereby incorporated by reference herein as if fully rewritten herein all unchanged except to the extent modified herein.

NOW, THEREFORE, for good and valuable consideration, the mutuality, sufficiency and receipt of which is hereby acknowledged, Borrower, Original Guarantor, Additional Guarantor and Lender agree as follows:

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## 1. THE LOAN DOCUMENTS:

The Note and the Mortgage shall be amended as follows:

RATE OF INTEREST. On June 1, 2003, the rate of interest shall be adjusted to be equal to three and one-half percent (3.50%) per annum. On July 1, 2003, and on the first day of each and every calendar month thereafter (a "Change Date"), the rate of interest hereon shall automatically and without notice change to a rate equal to the greater of: (a) three and one-half percent (3.50%); or (b) two hundred (200) basis points plus the Current Index. This amount will be the interest rate in effect until the next "Change Date". The Change Date is each date on which the interest rate could change. The adjusted rate of interest will become effective each Change Date. The "Index" shall be the 30-Day London Interbank Offered Rate (LIBOR) published in the Money Rates section of the *Wall Street Journal*. The most recent Index figure available on each Change Date is called the "Current Index". Interest shall be computed on the aggregate principal sum outstanding from time to time, on a basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged.

REPAYMENT. Principal and interest shall be payable in monthly installments as follows:

On July 1, 2003, Borrower shall pay to the order of Lender a monthly installment of principal and interest in the amount of Eight Thousand Four Hundred Eighteen Dollars and Ninety-Eight Cents U.S. (\$8,418.98). On August 1, 2003, and continuing on the first day of each and every calendar month thereafter up to and including July 1, 2013 (the "Maturity Date"), Borrower shall pay to the order of Lender monthly installments of principal and interest which shall be adjusted by the Lender from time to time based upon changes in the rate of interest, so that the changed installments would be sufficient to repay the principal hereunder in full over the amortization period remaining of a two hundred fifty-nine (259) month amortization period, beginning with June 1, 2003. In any event, if not sooner paid, on the Maturity Date, Borrower shall pay to Lender the unpaid principal balance then outstanding under the Note in full, together with all accrued but unpaid interest and other sums due Lender under the Note or any of the Loan Documents.

PREPAYMENT. Borrower shall have the right to prepay all, or any portion, of the unpaid principal amount of the indebtedness evidenced by the Note, together with (a) any accrued and unpaid interest thereon, and (b) a prepayment premium equal to the product obtained by multiplying (i) the principal amount of the prepayment, and (ii) the Percentage set forth below for the Loan Year (hereinafter defined) during which such prepayment was made:

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<u>Loan Year</u>	<u>Percentage</u>
1	1.25%
2	1.00%
3	0.75%
4	0.50%
5 and thereafter	-0-

As used herein, the term "Loan Year" shall mean each successive one (1)-year period, the first such Loan Year commencing on June 1, 2003, and each succeeding Loan Year commencing on each successive anniversary of June 1, 2003. The payment of any partial prepayment shall not relieve Borrower from the obligation to make subsequent scheduled monthly installments of principal and interest due hereunder.

In the event that Lender shall accelerate the maturity of the Note due to Borrower's default under the Note or under any of the Loan Documents, and there shall be tendered to Lender, whether by Borrower or upon distribution of proceeds of foreclosure sale, an amount equal to the entire unpaid principal balance of the indebtedness evidenced hereby, together with all accrued and unpaid interest thereon and all other sums or charges due hereunder or under any of the Loan Documents, such tender shall be deemed to be a voluntary prepayment of the Note and incomplete and ineffective unless such tender is accompanied by the prepayment premium computed as set forth above. Lender shall be entitled, to the fullest extent not then prohibited by applicable law, to recover such prepayment premium in any proceedings, at foreclosure or otherwise, to enforce collection of the indebtedness evidenced hereby. Recovery of the prepayment premium shall be a condition precedent to Lender's acceptance of such prepayment. Without limiting the generality of the foregoing, the amount of such prepayment premium so computed shall be included in and a part of the aggregate indebtedness evidenced hereby and secured by the Loan Documents upon the prosecution of foreclosure proceedings and/or the exercise of other rights or remedies by the Lender in the event of a default by the Borrower.

The following shall not be deemed a voluntary prepayment of the Note and there shall be no prepayment premium due and payable as a result thereof: (a) the application of insurance proceeds which become available, or any other damages recovered in connection with any eminent domain proceeding, by Lender in reduction of the indebtedness evidenced hereby in accordance with the terms of the Mortgage (hereinafter defined); and (b) acceleration of the indebtedness evidenced hereby as a result of imposition of a mortgage tax or other tax or action adversely affecting the value of the Mortgage, in accordance with Paragraph 7 of the Mortgage.

## 2. NO NOTICE OF INTEREST RATE CHANGE.

Any changes in the interest rate, made in accordance with the Note as modified by this Agreement, shall be effective automatically and without notice.

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<u>Loan Year</u>	<u>Percentage</u>
1	1.25%
2	1.00%
3	0.75%
4	0.50%
5 and thereafter	-0-

As used herein, the term "Loan Year" shall mean each successive one (1)-year period, the first such Loan Year commencing on June 1, 2003, and each succeeding Loan Year commencing on each successive anniversary of June 1, 2003. The payment of any partial prepayment shall not relieve Borrower from the obligation to make subsequent scheduled monthly installments of principal and interest due hereunder.

In the event that Lender shall accelerate the maturity of the Note due to Borrower's default under the Note or under any of the Loan Documents, and there shall be tendered to Lender, whether by Borrower or upon distribution of proceeds of foreclosure sale, an amount equal to the entire unpaid principal balance of the indebtedness evidenced hereby, together with all accrued and unpaid interest thereon and all other sums or charges due hereunder or under any of the Loan Documents, such tender shall be deemed to be a voluntary prepayment of the Note and incomplete and ineffective unless such tender is accompanied by the prepayment premium computed as set forth above. Lender shall be entitled, to the fullest extent not then prohibited by applicable law, to recover such prepayment premium in any proceedings, at foreclosure or otherwise, to enforce collection of the indebtedness evidenced hereby. Recovery of the prepayment premium shall be a condition precedent to Lender's acceptance of such prepayment. Without limiting the generality of the foregoing, the amount of such prepayment premium so computed shall be included in and a part of the aggregate indebtedness evidenced hereby and secured by the Loan Documents upon the prosecution of foreclosure proceedings and/or the exercise of other rights or remedies by the Lender in the event of a default by the Borrower.

The following shall not be deemed a voluntary prepayment of the Note and there shall be no prepayment premium due and payable as a result thereof: (a) the application of insurance proceeds which become available, or any other damages recovered in connection with any eminent domain proceeding, by Lender in reduction of the indebtedness evidenced hereby in accordance with the terms of the Mortgage (hereinafter defined); and (b) acceleration of the indebtedness evidenced hereby as a result of imposition of a mortgage tax or other tax or action adversely affecting the value of the Mortgage, in accordance with Paragraph 7 of the Mortgage.

## 2. NO NOTICE OF INTEREST RATE CHANGE.

Any changes in the interest rate, made in accordance with the Note as modified by this Agreement, shall be effective automatically and without notice.

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## 3. GUARANTY.

Concurrent with the execution of this Agreement, Additional Guarantor shall execute the Additional Guaranty. By execution of this Agreement, Original Guarantor hereby reaffirm its obligations under the Original Guaranty.

## 4. PRIORITY OF MORTGAGE.

The Mortgage shall in all respects as of the date of recording of this Agreement be a valid and existing first mortgage lien covering the Property (less any part thereof previously released by Lender), and such priority of the Mortgage shall be evidenced by an ALTA Mortgagee's policy of title insurance acceptable to Lender in all respects.

## 5. MODIFICATION FEE.

Borrower will pay to Lender, on or before the date hereof, a loan modification fee equal to Seven Thousand Six Hundred Nine Dollars U.S. (\$7,609.00) plus a documentation fee of Five Hundred Dollars U.S. (\$500.00). Borrower will also be responsible for filing and title endorsement fees.

## 6. REPRESENTATIONS AND WARRANTIES.

To induce Lender to execute this Agreement, Borrower, for and on behalf of itself, hereby represents, covenants and warrants to Lender that (a) Massasoit Property Limited Partnership is an Illinois limited partnership duly organized and validly existing under the laws of the State of Illinois, and it has full power and authority to conduct its business as presently conducted, to execute this Agreement, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents; (b) Cohen Investments, L.L.C. is an Illinois limited liability company duly organized and validly existing under the laws of the State of Illinois, and it has full power and authority to conduct its business as presently conducted, to execute this Agreement as the general partner of Massasoit Property Limited Partnership, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents; and (c) Gearen Properties Limited Partnership is an Illinois limited partnership duly organized and validly existing under the laws of the State of Illinois, and it has full power and authority to conduct its business as presently conducted, to execute this Agreement on its behalf and as the general partner of Massasoit Property Limited Partnership, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents. Upon the execution hereof by Borrower, this Agreement shall constitute legal, valid and binding obligations of Borrower enforceable in accordance with its terms.

## 7. RECORDING; EFFECTIVE DATE.

This Agreement shall be effective upon its recording by Lender in the Mortgage Records of Cook County, Illinois, provided that the requirements of Paragraphs 3, 4 and 5 of this Agreement have been satisfied in Lender's sole determination.

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8. HEADINGS.

Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

9. ENTIRE AGREEMENT.

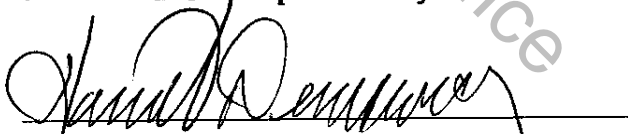
This Agreement constitutes the entire Agreement among the parties hereto concerning the subject matter hereof, and there are no agreements, understandings, warranties, or representations among the parties except as specifically set forth in or specifically referenced in this Agreement. The terms, conditions, provisions and covenants of the Note, the Original Guaranty, Additional Guaranty, and the Mortgage shall remain unchanged except to the extent specifically modified hereby.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, permitted transferees and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in triplicate on June 18th, 2003.

BORROWER:

LASALLE BANK NATIONAL ASSOCIATION FKA  
LASALLE NATIONAL BANK, AS SUCCESSOR  
TRUSTEE TO LASALLE NATIONAL TRUST, N.A.,  
AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL  
BANK, A NATIONAL BANKING ASSOCIATION, AS  
TRUSTEE UNDER A TRUST AGREEMENT DATED  
DECEMBER 9, 1971 AND KNOWN AS TRUST  
NO. 41675 **and not personally**

By: 

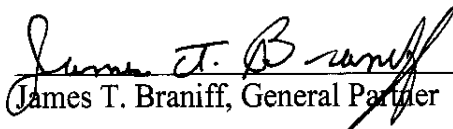
Harriet Denisevicz, its Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personal. No personal liability or personal responsibility is assumed by or given to any time by, asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee herein.

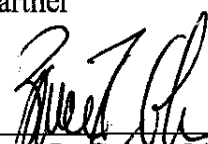
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ORIGINAL GUARANTOR:

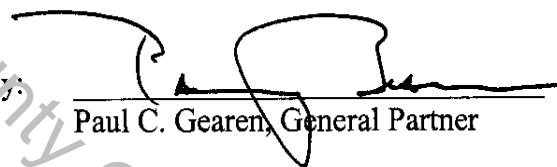
MASSASOIT PROPERTY LIMITED PARTNERSHIP,  
an Illinois limited partnership

By:   
James T. Braniff, General Partner

And By: Cohen Investments, L.L.C.,  
an Illinois limited liability company,  
General Partner

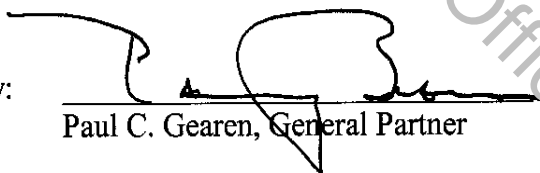
By:   
Bruce R. Cohen, Managing Member

And By: Gearen Properties Limited Partnership,  
an Illinois limited partnership,  
General Partner

By:   
Paul C. Gearen, General Partner

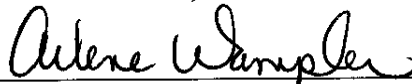
ADDITIONAL GUARANTOR:

GEAREN PROPERTIES LIMITED PARTNERSHIP,  
an Illinois limited partnership,

By:   
Paul C. Gearen, General Partner

LENDER:

CHARTER ONE BANK, N.A.

By:   
Arlene Wampler its VICE PRESIDENT

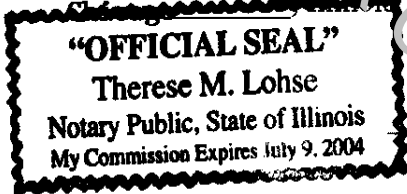


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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and State, personally appeared the above-named LASALLE BANK NATIONAL ASSOCIATION, FKA LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A. AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1971 AND KNOWN AS TRUST NO. 41675, by Harriet Denisewicz, its Trust Officer, who acknowledged that (s)he did sign the foregoing instrument for and on behalf of said trust, and that the same is the free act and deed of said Trust, and the free act and deed of him/her personally and as such officer of the Trustee of the Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois this 18 day of June, 2003.



*Therese M. Lohse*  
\_\_\_\_\_  
Notary Public

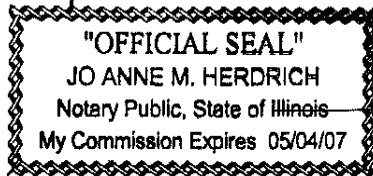
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

Illinois *P.C. Gearen*

BEFORE ME, a Notary Public in and for said County and State, personally appeared MASSASOIT PROPERTY LIMITED PARTNERSHIP, an ~~Ohio~~ limited partnership, by James T. Braniff, General Partner; and by Cohen Investments, L.L.C., an Illinois limited liability company, General Partner, by Bruce H. Cohen, Managing Member; and by Gearen Properties Limited Partnership, an Illinois limited partnership, General Partner, by Paul C. Gearen, General Partner, who acknowledged that they each did sign the foregoing instrument for and on behalf of said partnership/limited liability company/individual as a general partner of the partnership, and that the same is the free act and deed of each of them personally as officer/general partner of said limited liability company/partnership and as the general partners of said partnership, and the free act and deed of the partnership and the limited liability company/partnership as the general partners of said partnership.

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Park Ridge, Illinois, this 17th day of June, 2003.

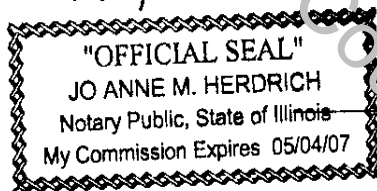


Joanne M Herdrich  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

Before me, a Notary Public in and for said County and State, personally appeared the above-named GEAREN PROPERTIES LIMITED PARTNERSHIP, by Paul C. Gearen, its General Partner, who acknowledged that he did sign the foregoing instrument for and on behalf of said partnership, and that the same is the free act and deed of said partnership and the free act and deed of him personally and as such general partner.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Park Ridge, this 17th day of June, 2003.



Joanne M Herdrich  
Notary Public

STATE OF Ohio )  
 ) ss.  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named Charter One Bank, N.A., by ARLENE WAMPKER, its Vice Pres., who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, this 20 day of JUNE, 2003.

MELINDA M. DOLJAC  
Notary Public, State of Ohio  
My Commission Expires 01-12-07  
Recorded in Lake County

Melinda M. Dolja  
Notary Public

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## EXHIBIT A

LEGAL DESCRIPTION**PARCEL 1**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF WEST 73<sup>RD</sup> STREET (BEING A LINE 1373.0 FEET, MEASURED PERPENDICULARLY, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29, AFORESAID), 989.21 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO SAID SOUTH LINE OF WEST 73<sup>RD</sup> STREET AND ALONG THE WEST LINE OF SOUTH MASSASOIT AVENUE, A DISTANCE OF 500.0 FEET TO THE POINT OF BEGINNING OF LAND DESCRIBED; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 401.03 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE SOUTHERLY ALONG SAID EAST LINE 675.25 FEET TO THE NORTH LINE OF THE SOUTH 135.0 FEET OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE EASTERLY ALONG SAID NORTH LINE 474.08 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE; BEING A LINE 66.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE, HERETOFORE MENTIONED; THENCE NORTH ALONG SAID EXTENDED LINE 310.14 FEET; THENCE WEST AT RIGHT ANGLES 66.0 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SOUTH MASSASOIT AVENUE; THENCE NORTH AT RIGHT ANGLES AND ALONG SAID SOUTHERLY EXTENSION 366.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE 866.0 FEET DUE SOUTH OF THE SOUTH LINE OF WEST 73<sup>RD</sup> STREET; THENCE CONTINUE DUE SOUTH ALONG THE SOUTH EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE 310.14 FEET TO THE NORTH LINE OF THE SOUTH 135.0 FEET OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 42.0 FEET; THENCE DUE NORTH PARALLEL WITH THE SOUTH EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE 310.22 FEET TO A POINT 42.0 FEET DUE EAST OF THE POINT OF BEGINNING; THENCE DUE WEST 42.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****PARCEL 3**

THAT PART OF THE FOLLOWING PARCEL OF LAND LYING WEST OF A LINE DRAWN 72.0 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, EAST OF AND PARALLEL WITH THE MOST WESTERLY LINE THEREOF; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF CENTRAL AVENUE, BEING A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 SECTION 29, AFORESAID, WITH THE SOUTH LINE OF WEST 73<sup>RD</sup> STREET, SAID SOUTH LINE BEING A LINE DRAWN 1373.0 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 873.21 FEET TO THE EAST LINE OF SOUTH MASSASOIT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTH MASSASOIT AVENUE (BEING A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF WEST 73<sup>RD</sup> STREET) FOR A DISTANCE OF 800.0 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 588.0 FEET; THENCE SOUTHEASTERLY 71.02 FEET TO A POINT ON A LINE DRAWN 600.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH MASSASOIT AVENUE, SAID POINT ALSO BEING 870.0 FEET SOUTH OF THE SAID SOUTH LINE OF WEST 73<sup>RD</sup> STREET, AFORESAID; THENCE SOUTH ALONG SAID 600.0 FOOT PARALLEL LINE FOR A DISTANCE OF 59.63 FEET TO A POINT OF CURVE, THENCE SOUTHWESTERLY ALONG SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 273.94 FEET, FOR AN ARC DISTANCE OF 308.70 FEET TO THE NORTH LINE OF THE SOUTH 135.0 FEET OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 401.71 FEET TO A POINT ON A LINE DRAWN 42.0 FEET EAST OF AND PARALLEL WITH THE SOUTH EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE; THENCE DUE NORTH ALONG SAID PARALLEL LINE 310.22 FEET; THENCE DUE WEST 42.0 FEET TO A POINT ON SAID EXTENSION OF THE EAST LINE OF SOUTH MASSASOIT AVENUE; THENCE DUE NORTH ALONG THE LAST DESCRIBED LINE 66.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 7400 South Massasoit Avenue  
Bedford Park, Illinois

P.I.N. 19-29-200-040-0000  
19-29-200-035-0000