#### RECORDATION REQUESTED BY:

Fifth Third Bank (Chicago) Attention: David Van Singel 1701 W. Golf Road, 7<sup>th</sup> Floor Rolling Meadows, IL 60008

#### WHEN RECORDED MAIL TO:

Crowley Barrett & Karaba, Ltd. Attention: Scott D.H. Redman 20 S. Clark Street Stite 2310 Chicago, IL 60603

#### SEND TAX NOTICES TO:

Oak Brook Metro, LLC Attention: Stephen P. Schostok 4069 Joseph Drive, Suite B3 Waukegan, Illinois 60087

#### This Instrument prepared by:

Crowley Barrett & Karaba, Ltd. Attention: Scott D.H. Redman 20 S. Clark Street, Suite 2310 Chicago, IL 60603



Doc#: 0505403034

Eugens "Gene" Moore Fee: \$46.50

Colik County Recorder of Deeds

Date: 02/23/2005 10:48 AM Pg: 1 of 12

### SECOND MODIFICATION AGREEMENT

This Second Modification Agreement ("Modification Agreement") is made as of the 17<sup>th</sup> day of February, 2005, among FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation ("Lender"), OAK BROOK METRO, LLC, an Illinois limited liability company ("Borrower"), and CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1991 AND KNOWN AS TRUST NO. 2310 ("Trust").

#### WITNESSETH

WHEREAS, Borrower and Lender entered into a Business Loan Agreement, dated January 24, 2003 (as amended from time to time, the "Loan Agreement");

WHEREAS, the Trust executed a Mortgage, dated January 24, 2003 (as amended from time to time, the "Mortgage"), in favor of Lender, recorded on January 31, 2003 in the Office of

the Recorder of Deeds of Cook County, Illinois, as Document No. 0030145604, for the real property described on the attached Exhibit A ("Property");

WHEREAS, the Trust and Borrower executed an Assignments of Rents, dated January 24, 2003 (as amended from time to time, the "Assignment"), in favor of Lender, recorded on January 31, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0030145605, for the Property;

WHEREAS, Borrower executed a Collateral Assignment of Beneficial Interest and Control Agreement, dated January 24, 2003 (as amended from time to time, the "ABI") in favor of Lender;

WHERE 6.5, Borrower and the Trust executed an Amended and Restated Commercial Security Agreement, dited as of March 28, 2003 (as amended from time to time, the "Security Agreement"), in favor of Lender;

WHEREAS, Borrow'r and the Trust have requested Lender to amend certain provisions of the Mortgage, the Assignment, the Security Agreement, and the ABI (collectively, the "Loan Documents") in order to, among other things, amend the references to the Other Note; and

WHEREAS, Lender is willing to grant Borrower's and the Trust's requests on the terms and condition hereinafter set forth.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any amendments or modifications heretofore, now or hereafter made by Lender to Borrower and the Trust, the parties hereto hereby agree as follows:

All capitalized terms used herein without definition shall have the meaning as set forth in the Loan Documents.

1. Amendment to Mortgage. The Mortgage is hereby modified by replacing the definition of "Other Note" and "Indebtedness" in Section 7.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations":

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or

contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.

Other Note. The words "Other Note" mean that certain Replacement Promissory Note executed by Other Borrower to Lender dated February 17, 2005, in the principal amount of \$10,534,042.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. The Other Note has a final macurity date of January 24, 2010.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (a.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower, Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amonded, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Borrower, Grantor and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

2. Amendment to Assignment. The Assignment is hereby modified by replacing the definition of "Other Note" and "Indebtedness" in Section 5.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations":

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or contingent liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be of hereafter may become otherwise unenforceable. Specifically, without limitation, this Morigage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower, and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). At no time small the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.

Other Note. The words "Other Note" mean that certain Replacement Promissory Note executed by Other Borrower to Lender dated February 17, 2005, in the principal amount of \$10,534,042.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. The Other Note has a final maturity date of January 24, 2016.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity proces, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower, Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Borrower, Grantor and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

3. Amendment to ABI. The ABI is hereby modified by replacing the definitions of "Other Note" and "Indebtedness" in Section 6.1 with the following and adding the following definitions of "Pate Management Agreement" and "Rate Management Obligations":

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Bonower and/or Borrower to Lender, or any one or more of them, any and all Rate Managemen. Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or joindy with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Agreement secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). At no time shall the principal amount of the indebtedness secured by this Agreement, not including sums advanced to protect the security of this Agreement, exceed the Maximum Amount Secured.

Other Note. The words "Other Note" mean that certain Replacement Promissory Note executed by Other Borrower to Lender dated February 17, 2005, in the principal amount of \$10,534,042.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. The Other Note has a final maturity date of January 24, 2010.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including,

but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower, Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all or in ations of Borrower, Grantor and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

4. Amendment to Security Agreement. The Security Agreement is hereby modified by replacing the definition of "Note" and "Indebtedness" in Section 3.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations":

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower ana/or Sorrower or expenses incurred by Lender to enforce obligations of Grantor under this Newtgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and labilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). At no time shall the principal amount of the Indebtedness

secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.

Other Note. The words "Other Note" mean that certain Replacement Promissory Note executed by Other Borrower to Lender dated February 17, 2005, in the principal amount of \$10,534,042.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower, Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Barcorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Borrower, Granton and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Nate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

- 5. Related Documents. Effective as of the date hereof, and without further notice, revision, modification or amendment, the Related Documents are hereby amended as appropriate to be consistent with the terms hereof.
- 6. **Continuation**. Except as otherwise specifically modified or amended by the terms of this Modification Agreement or other amendments, which have been mutually agreed in writing by and between Borrower, the Trust and Lender, the Loan Documents and all provisions contained therein, respectively, shall continue in full force and effect.
- 7. **Reaffirmation**. Borrower and the Trust, as applicable, by execution of this Modification Agreement, hereby reaffirms, ratifies, and remakes the covenants, warranties and representations contained in the Loan Documents.
- 8. **Counterparts**. This Modification Agreement may be executed simultaneously in any number of counterparts, which shall, collectively and separately, constitute one agreement.

- No Defenses. Borrower and the Trust represent to the Lender that they have no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower and the Trust hereby release and forever discharge Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.
- 10. Disclaimer. Borrower and the Trust expressly disclaim any reliance on any oral representation made by Lender with respect to the subject matter of this Modification Agreement. Borrower and the Trust acknowledge and agree that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Modification Agreement is executed by Borrower and the Trust and delivered to Lender as an inducement to extend further funds to the Borrower.
- Borrower agrees to pay upon demand all of Lender's out-of-pocket 11. expenses, including attorneys' fees, incurred in connection with this Modification Agreement. Lender may pay someone else to help collect the loans secured by the Loan Documents and to enforce the Loan Documents, and the Borrower will pay that amount. This includes, subject to any limits under applicable law, Lender's attorney trees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any articipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties named below have caused this Modification Agreement to be executed and delivered personally or by their respective duly authorized 750//ico officers as of the day and year specified at the beginning hereof.

**BORROWER:** 

OAK BROOK METRO/LLC an Illinois limited liability compart

By:

Its:

TRUST:

CHICAGO TITLE LAND TRUST COMPANY. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1991 AND KNOWN AS TRUST NO. 2310

SEE ATTACHED EXCULPATORY By: CLAUSE FOR SIGNATURE

Its:

LENDER:
FIFTH THIRD BANK (CHICAGO) a Michigan banking corporation
By: July Sund
BORROWER ACKNOWLEDGEMENT
I, the undersigned, a Notary Public in and for the County of Lake in the State of Illinois DO HEREBY CERTIFY that Stephen P. Schostok, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of Oak Broomethis day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of such entity, for the uses and purpose therein set forth.
Given under my hand and notarial seal this it day of February, 2005.  OFFICIAL SEAL
PATRICK D OWENS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/21/08  TRUSTEES ACKNOWLED GEMENT
I, the undersigned, a Notary Public in and for the County of Lake, in the State of Illinois, DO HEREBY CERTIFY that, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of Trustee, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of Trustee, for the uses and purposes therein set forth.
the uses and purposes therein set forth.  Given under my hand and notarial seal this day of February, 2005.
Notary Public
LENDER ACKNOWLEDGEMENT
I, the undersigned, a Notary Public in and for the County of

Given under my hand and notarial seal this 17<sup>th</sup> day of February, 2005. OFFICIAL SEAL PATRICK D OWENS

G:\CLIENTS\Fifth Third Bank 1996\Oakbrook Apple-Metro (36-37)\Milwaukee Loan\Modification Agreement for Metro-2310-2.doc

MY COMMISSION EXPIRES:10/21/08

Property of Cook County Clerk's Office

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #2310 ATTACHED TO AND MADE A PART OF THE SECOND MODIFICATION AGREEMENT DATED FEBRUARY 17, 2005, TO FIFTH THIRD BANK.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, coverant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability if any, being expressly waived and released.

Date: FEBRUARY 17, 2003

CHICAGO TITLE LAND TRUST CCMPANY, as Trustee Under Trust No. 2310

Assistant Vice President

CORPORATE SEAL CAROLINOS

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesail, do hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, reconally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 17TH day of FEBRUARY, 2005.

"OFFICIAL SEAL"
LIDIA MARINCA
Notary Public, State of Illinois

My Commission Expires 4/30/06

NOTARY PUBLIC

Exculpatory Clause w/Notary

## Exhibit A 2300-12 Main Street, Evanston, Illinois

PIN: 10-24-300-009-0000; 10-24-300-017-0000; 10-24-300-018-0000; 10-24-300-019-0000

Pariel

LOT 1 IN GENERAL D, MAMICS-EVANSTON INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIPD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF MAIN STREET (WHICH BEARS DUE EAST AND WEST, FOR THE PURPOSE OF THIS DESCRIPTION), DISTANT 56.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LIVE OF THE MOST SOUTHEASTERLY OR SOUTH-BOUND MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTH 30 DEGREES, 19 MINUTES, 38 SECONDS WEST A DISTANCE OF 115.80 FEET; THENCE SOUTH 39 DEGREES, 03 MINUTES OB SECONDS WEST A DISTANCE OF 386.75 FEET; THENCE DUE SOUTH A DISTANCE OF 47.62 FEET; THENCE NORTH 39 DEGREES, 03 MINUTES, 08 SECONDS EAST, A DISTANCE OF 412

FEET, MORE OF LESS, TO A POINT DISTANT 25 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR NURTH-BOUND MAIN TRACK OF SAID TRANSPORTATION COMPANY, AS NOW LOCATED; THENCE NORTHEASTERLY PARALLEL WITH THE LAST SAID MAIN TRACK CENTER LINE, A DISTANCE OF 123 FEET, MORE OF LESS, TO A POINT ON THE SOUTH LINE OF SAID MAIN STREET; THENCE DUE WEST ALDING SAID SOUTH LINE OF MAIN STREET, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART, IF ANY, LYING SOUTHEASTER'S OF A LINE PARALLEL WITH AND DISTANT 15 FEET NORTHWESTERLY, MEASURED AT RIGHT ANG'ES FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY YARD TRACK ICC NO. B-23, AS NOW LOCATED, BEING THE FIRST TRACK EASTERLY OF THE ABOVE DESCRIBED REAL ESTATE), ALL IN COOK COUNTY, ILLINOIS.