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Doc#: 0531935009 Fee: \$58.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/15/2005 07:35 AM Pg: 1 of 18

THIS INSTRUMENT WAS PREPARED BY,
AND UPON RECORDING SHOULD BE
RETURNED TO:

Meltzer Purtil & Stelle, LLC
1515 East Woodfield Road
Second Floor
Woodfield, Illinois 60173
Attn. Michael J. Wolfe

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AND AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made as of October 27, 2005, among CHICAGO GREENWORKS, LLC, an Illinois limited liability company ("GreenWorks"), CHRISTY WEBBER & COMPANY ("Company"), CHRISTY WEBBER, an individual of Chicago, Illinois ("Webber"), ROGER POST and MARINA POST, individuals of Chicago, Illinois ("Post") (Webber and Post and are collectively referred to as "Guarantors") and ROYAL AMERICAN BANK, an Illinois state bank ("Lender").

RECITALS:

A. Company is indebted to Lender pursuant to (i) that certain Promissory Note dated April 12, 2005 in the original principal amount of \$445,000 and (ii) that certain Promissory Note dated April 12, 2005 in the original principal amount of \$1,750,000 (collectively, the "Company Loans") (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as collectively as the "Company Note"), executed and delivered pursuant to a certain Business Loan Agreement of even date therewith between Company and Lender (the "Company Loan Agreement"). The Company Note is secured by, among other things, a certain Commercial Security Agreement of even date therewith executed by Company (the "Company Security Agreement") by which Company granted a security interest to Lender in all of its assets (the "Company Assets"). The Company Loan Agreement, the Company Note, and the Company Security Agreement together with all other documents executed in connection with the Company Loan and made a part hereof are collectively referred to herein as the "Company Loan Documents".

B. Lender has previously issued for the benefit of GreenWorks a certain Irrevocable Standby Letter of Credit No. 1120 in the amount of \$138,345 naming the City of Chicago as the

Box 400-CTCC

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beneficiary thereunder (the "LC"). To evidence and secure the obligations regarding the issuance of the LC (the "LC Loan"), GreenWorks and Company jointly executed and delivered to Bank the following documents: (i) that certain Promissory Note dated October 26, 2005 in the original principal amount of \$138,345 (the "LC Note"); (ii) Business Loan Agreement of even date therewith (the "LC Loan Agreement"), and (iii) Commercial Security Agreement of even date therewith (the "LC Security Agreement"). Further, Webber executed and delivered a certain Commercial Guaranty of even date therewith (the "LC Guaranty"). The LC Note, LC Loan Agreement, LC Security Agreement and the LC Guaranty are collectively referred to as the "LC Loan Documents".

C. Contemporaneously herewith Lender is making three loans to GreenWorks (collectively, the "GreenWorks Loans") as evidenced by the following notes, each executed and delivered by GreenWorks pursuant to that certain Loan Agreement between GreenWorks and Lender of even date herewith (the "GreenWorks Loan Agreement"): (i) that certain Phase I Senior Promissory Note in the original principal amount of \$1,800,000.00 (the "Phase I Senior Note"), (ii) that certain Phase I Junior Promissory Note in the original principal amount of \$1,800,000 (the "Phase I Junior Note"), and (iii) that certain Land Loan Promissory Note in the original principal amount of \$950,000 (the "Phase II Loan Note"). The Phase I Senior Note is secured in part by the Phase I Senior Construction Mortgage (the "Phase I Senior Mortgage") and the other Phase I Senior Loan Documents described in the GreenWorks Loan Agreement. The Phase I Junior Note is secured in part by the Phase I Junior Construction Mortgage (the "Phase I Junior Mortgage") and the other Phase I Junior Loan Documents described in the GreenWorks Loan Agreement. The Phase I Senior Mortgage and the Phase I Junior Mortgage each encumbers the real estate described on Exhibit A attached hereto (the "Phase I Land"). The Phase II Loan Note is secured in part by the Phase II Loan Construction Mortgage (the "Phase II Loan Mortgage") and the other Land Loan Documents described in the GreenWorks Loan Agreement. The Phase II Loan Mortgage encumbers the real estate described on Exhibit B attached hereto (the "Phase II Land"). (The Phase I Senior Mortgage, the Phase I Junior Mortgage and the Phase II Loan Mortgage are collectively referred to as "Mortgages".)

D. As a condition to making the GreenWorks Loans, Lender has required that the Company Loans, the LC Loan and each of the GreenWorks Loans be cross-defaulted and cross-collateralized with one another. Each of Company, Webber and GreenWorks will derive substantial financial benefits from the making of the GreenWorks Loans.

E. GreenWorks is using the proceeds of the GreenWorks Loans in part, to finance the acquisition and development of the Phase I Land and to construct thereon a headquarters and other facilities for the benefit of Company.

F. Webber is the principal holder of the ownership interests in both Company and GreenWorks and Post is employed by Company. Webber has executed and delivered to Lender a Guaranty of Payment and Completion with respect to the GreenWorks Loans and a Guaranty of the Company Loans. Post has executed and delivered to Lender a Guaranty of Payment with respect to the Phase II Note (the "Post Guaranty").

G. GreenWorks, Company and Webber are executing this Agreement to evidence their respective agreements that their obligations under this Agreement, the Company Loan

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Documents, the LC Loan Documents the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Phase II Loan Documents shall be each be secured by the Company Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Phase II Loan Documents and GreenWorks Loan Documents (including without limitation the Mortgages described above, the Company Security Agreement and the LC Security Agreement) as set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Lender to make the GreenWorks Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company, Webber, Post and GreenWorks and Lender agree as follows:

1. *Cross-collateralization.* The Company Assets, the Phase I Land, the Phase II Land and the other security delivered with respect to each of the Company Loans, the LC Loan and the GreenWorks Loans shall secure, in addition to the Company Loans, the LC Loan and the respective GreenWorks Loans and on a *pari passu* basis with each other, all obligations and liabilities of each of Company and GreenWorks under the Company Loan, the LC Loan and each of the GreenWorks Loans. Each of the Mortgages, the Company Security Agreement and the LC Security Agreement is hereby deemed amended to effectuate the foregoing cross-collateralization. Notwithstanding the foregoing, the Post Guaranty shall not secure the Company Loans or the LC Loan.

2. *Cross-default.* Each of the Mortgages, the GreenWorks Loan Agreement and the Company Security Agreement is hereby amended to provide that the occurrence of an Event of Default, as defined in and pursuant to any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Phase II Loan Documents, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under such documents and under any of Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Phase II Loan Documents, which shall entitle Lender to exercise any of the remedies available to it under terms of any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Phase II Loan Documents.

3. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

4. *No Oral Agreements.* The Company Loan Documents, the LC Loan Documents, and the Phase I Senior Loan Documents, the Phase I Junior Loan Documents and the Land Loan Documents, as modified hereby, represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

5. *Controlling Law.* This Agreement shall be governed by the laws of the State of Illinois.

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6. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST BANK OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

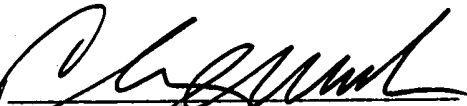
[SIGNATURES BEGIN ON FOLLOWING PAGE]

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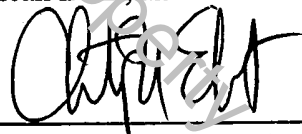
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IN WITNESS WHEREOF, Company, GreenWorks, Webber, Post and Lender have caused this Agreement to be properly executed as of the date set forth above.

Chicago GreenWorks, LLC, an Illinois
Limited liability company

By: 
Christy Webber, its sole member

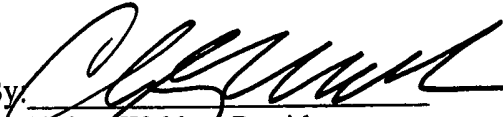
Royal American Bank, an Illinois state bank

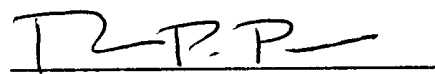
By: 


Name: Christy Webber

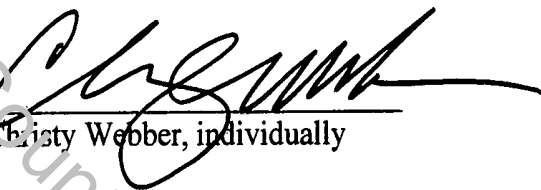
Title: SVP.

Christy Webber & Company, an Illinois
Corporation

By: 
Christy Webber, President


Roger Post, individually


Marina Post, individually


Christy Webber, individually

Cook County Clerk's Office

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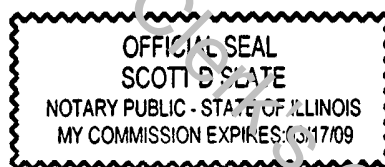
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, SCOTT D. SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the President of Christy Webber & Company, an Illinois corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of Oct, 2005.

Scott D. Slate

Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

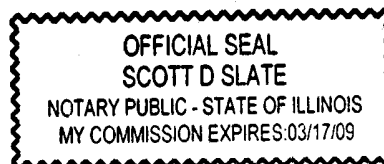
I, SCOTT D. SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of OCT, 2005.

Scott D. Slate

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

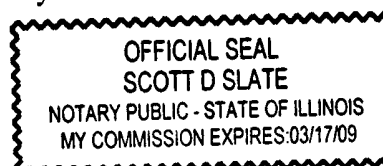


I, SCOTT D. SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Post and Marina Post who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of OCT, 2005.

Scott D. Slate

Notary Public

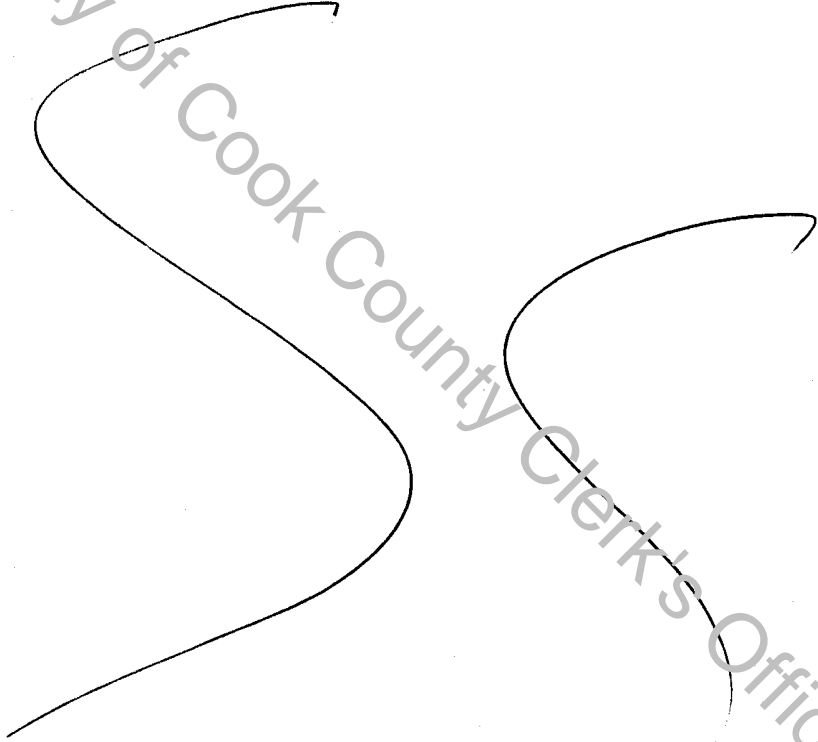


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EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE I LAND

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5. THE LAND REFERRED TO IN THE COMMITMENTS DESCRIBED AS FOLLOWS:

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***** PHASE I PARCELS

~~PARCEL 1:~~
(PROPOSED LOT 1)

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°21'01" WEST, 39.62 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET; THENCE NORTH 88°38'59" EAST, 266.58 FEET; THENCE SOUTH 01°28'07" EAST, 506.42 FEET; THENCE SOUTH 48°16'36" EAST, 95.15 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00' AND AN ARCE LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST 255.31 FEET, TO THE POINT OF BEGINNING.

AND

~~PARCEL 2:~~
(PROPOSED LOT 6)

CONTINUED ON NEXT PAGE

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008236342 DG

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 502.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 18°22'34" EAST, 7.44 FEET; THENCE NORTH 10°49'15" EAST, 104.34 FEET; THENCE NORTH 01°21'01" WEST, 512.72 FEET; THENCE NORTH 88°38'59" EAST, 76.02 FEET; THENCE SOUTH 01°28'07" EAST, 463.80 FEET; THENCE SOUTH 33°53'03" WEST, 116.06 FEET; THENCE SOUTH 01°21'01" EAST, 63.12 FEET; THENCE SOUTH 88°38'59" WEST, 34.53 FEET TO THE POINT OF BEGINNING.

AND

~~PARCEL 3:~~
 (PROPOSED LOT 9)

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET; THENCE SOUTH 41°43'24" EAST, 34.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 33.82 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 39.00 FEET AND AN ARC LENGTH OF 62.62 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 52.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 66.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 51.00 FEET AND AN ARC LENGTH OF 33.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST,

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134.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE
NORTHEAST HAVING A RADIUS OF 16.21 FEET AND AN ARCE LENGTH OF 36.84 FEET TO THE POINT
OF BEGINNING.

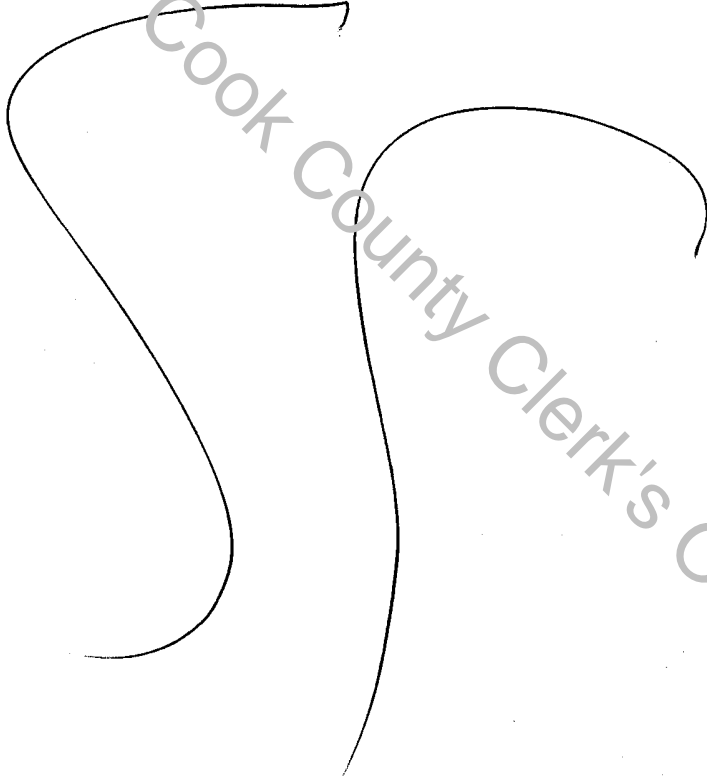
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EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE II LAND

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PHASE II PARCELS

LOT 2

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 63.12 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 01°28'07" WEST, 20.44 FEET; THENCE NORTH 01°21'01" WEST, 150.00 FEET; THENCE SOUTH 61°52'11" EAST, 306.24 FEET; THENCE SOUTH 01°28'07" EAST, 19.73 FEET; THENCE SOUTH 88°38'59" WEST, 266.58 FEET TO THE POINT OF BEGINNING.

AND

LOT 3

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°16'36" EAST, 95.15 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°28'07" WEST, 526.15 FEET; THENCE SOUTH 61°52'11" EAST, 116.92 FEET; THENCE SOUTH 01°29'41" EAST, 412.34 FEET; THENCE SOUTH 88°38'58" WEST, 5.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, AN ARC DISTANCE OF 57.78 FEET, HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48°16'36" WEST, 56.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 4

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

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66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 5.40 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°29'41" WEST, 412.34 FEET; THENCE SOUTH 61°52'11" EAST, 226.99 FEET; THENCE SOUTH 17°47'14" WEST, 324.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°38'58" WEST, 66.54 FEET TO THE POINT OF BEGINNING.

AND

LOT 5

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 17°47'14" EAST, 324.58 FEET; THENCE SOUTH 61°52'11" EAST, 82.95 FEET; THENCE SOUTH 01°18'51" EAST, 368.27 FEET; THENCE SOUTH 51°21'20" WEST, 67.28 FEET; THENCE NORTH 70°05'12" WEST, 97.24 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 117.21 FEET TO THE POINT OF BEGINNING.

AND

LOT 7

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND

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CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28, IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 122.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 66.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 55.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST, 7.04 FEET TO THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 01°28'07" EAST, 118.48 FEET; THENCE SOUTH 51°21'20" WEST, 31.40 FEET; THENCE SOUTH 01°15'54" EAST, 44.54 FEET; THENCE SOUTH 89°03'00" WEST, 57.81 FEET; THENCE SOUTH 51°19'44" WEST, 14.71 FEET; THENCE SOUTH 89°03'00" WEST, 326.77 FEET; THENCE NORTH 01°21'02" WEST, 187.92 FEET; THENCE NORTH 88°36'02" EAST, 421.03 FEET TO THE POINT OF BEGINNING.

AND

LOT 8

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALOS THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 70°05'12" EAST, 97.24 FEET; THENCE SOUTH 51°21'20" WEST, 288.04 FEET; THENCE NORTH 01°28'07" WEST, 118.48 FEET; THENCE NORTH 88°36'02" EAST, 7.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF

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55.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°02'23" EAST, 66.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 82.68 FEET TO THE POINT OF BEGINNING.

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16-12-114-005

16-12-114-013

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16-12-114-018

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