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First American Title Order # CC 183647-X
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This Document Prepared By
and After Recording Return To:

Lisa M. Anagnostopoulos
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603



Doc#: 0602645088 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2006 02:34 PM Pg: 1 of 13

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RECORDER'S USE ONLY

AMENDED AND RESTATED FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Amended and Restated Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents (this "Amendment") dated as of December 30, 2005 from SHOE FACTORY ROAD, L.L.C., an Illinois limited liability company with its mailing address c/o DECO Investments, Ltd., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 (hereinafter referred to as "Shoe Factory") and OAK BROOK BANK, an Illinois banking corporation, as trustee under the provisions of a certain Trust Agreement, dated the 14th day of January, 1999, and known as Trust Number 3057, with its mailing address at 1400 Sixteenth Street, Oak Brook, Illinois 60523 (individually referred to as "Oak Brook" and together with Shoe Factory, collectively referred to as "Mortgagor") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its principal place of business at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Shoe Factory has heretofore executed and delivered that certain Mortgage and Security Agreement with Assignment of Rents dated as of June 7, 1999, recorded with the Recorder of Cook County, Illinois as Document No. 99558931 (the "First Mortgage"), as amended by that certain First Amendment to Construction Mortgage and Security Agreement with Assignment of Rents dated as of May 25, 2000, recorded with the Recorder of Cook County, Illinois as Document No. 00420233 (the "First Amendment"), as amended by that certain Second Amendment to Construction Mortgage and Security Agreement with Assignment of Rents dated as of November 15, 2001, recorded with the Recorder of Cook County, Illinois as Document No. 0020041557 (the "Second Amendment"), as amended by that certain Third Amendment to Construction Mortgage and Security Agreement with Assignment of Rents dated as of January 9, 2002, recorded with the Recorder of Cook County, Illinois as Document No.

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0020155430 (the "*Third Amendment*") (as may be amended and supplemented from time to time, the "*Mortgage*");

WHEREAS, the First Mortgage, First Amendment, Second Amendment, and Third Amendment were each executed solely by Shoe Factory, and not executed by Oak Brook. The Mortgagor and Mortgagee wish to amend the First Mortgage, First Amendment, Second Amendment and Third Amendment by subjecting Oak Brook to the terms and conditions thereof as a mortgagor.

WHEREAS, Shoe Factory has heretofore executed and delivered a promissory note dated as of June 7, 1999 in the original principal amount of \$23,000,000, made payable to the order of Mortgagee in and by which Shoe Factory promised to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof), together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Loan Agreement (hereinafter defined), as provided for in the Loan Agreement, described below (said promissory note and any and all extensions and renewals thereof and any notes issued in replacement or substitution therefor being herein collectively referred to as the "*Note*").

WHEREAS, the Note was issued under and subject to the provisions of that certain Loan Agreement dated as of June 7, 1999 between Shoe Factory and Mortgagee, as amended by that certain First Amendment to Loan Agreement dated as of May 25, 2000, as amended by that certain Second Amendment to Loan Agreement dated as of November 15, 2001, as amended and restated by that certain First Amended and Restated Loan Agreement dated as of April 1, 2002 between Shoe Factory and Mortgagee (such Loan Agreement, as amended, restated and supplemented from time to time, being hereinafter referred to as the "*Loan Agreement*");

WHEREAS, Mortgagor has requested that Mortgagee extend the Termination Date (as defined in the Loan Agreement) from January 15, 2005 to October 1, 2006;

WHEREAS, Mortgagor and the Mortgagee have entered into that First Amendment to First Amended and Restated Loan Agreement dated as of even date herewith (the "*Loan Agreement Amendment*");

WHEREAS, the Mortgagor and Mortgagee wish to amend the Mortgage to bring it into conformity with the Loan Agreement Amendment; and

WHEREAS, the Mortgage is to continue to secure all indebtedness now secured thereby, this Amendment being executed and delivered to confirm and assure the foregoing;

NOW THEREFORE, for and in consideration of the execution and delivery by the Mortgagor of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgage is hereby amended as follows:

1.1. The First Mortgage is hereby amended by deleting the date "*January 15, 2005*" appearing in the 6th line of the first "*WHEREAS*" clause and substituting therefore "*October 1, 2006*".

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1.2. The first line of the First Mortgage shall be amended and restated in its entirety to read as follows:

This Mortgage and Security Agreement with Assignment of Rents (this "*Mortgage*") dated as of June 7, 1999 from SHOE FACTORY ROAD, L.L.C., an Illinois limited liability company with its mailing address c/o DECO Investments, LTD., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 ("*Shoe Factory*") and OAK BROOK BANK, an Illinois banking corporation, as trustee under the provisions of a certain Trust Agreement dated the 14th day of January, 1999, and known as Trust Number 3057, with its mailing address at 1400 Sixteenth Street, Oak Brook, Illinois 60523, (individually referred to as "*Oak Brook*" and together with Shoe Factory, collectively referred to as "*Mortgagor*") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Mortgagee*");

1.3. The first line of the First Amendment shall be amended and restated in its entirety to read as follows:

This First Amendment to Mortgage and Security Agreement with Assignment of Rents (this "*Amendment*") dated as of May 25, 2000 from SHOE FACTORY ROAD, L.L.C., an Illinois limited liability company with its mailing address c/o DECO Investments, LTD., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 ("*Shoe Factory*") and OAK BROOK BANK, an Illinois banking corporation, as trustee under the provisions of a certain Trust Agreement dated the 14th day of January, 1999, and known as Trust Number 3057, with its mailing address at 1400 Sixteenth Street, Oak Brook, Illinois 60523, (individually referred to as "*Oak Brook*" and together with Shoe Factory, collectively referred to as "*Mortgagor*") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Mortgagee*");

1.4. The first line of the Second Amendment shall be amended and restated in its entirety to read as follows:

This Second Amendment to Mortgage and Security Agreement with Assignment of Rents (this "*Amendment*") dated as of November 15, 2001 from SHOE FACTORY ROAD, L.L.C., an Illinois limited liability company with its mailing address c/o DECO Investments, LTD., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 ("*Shoe Factory*") and OAK BROOK BANK, an Illinois banking corporation, as trustee under the provisions of a certain Trust Agreement dated the 14th day of January, 1999, and known as Trust Number 3057, with its mailing address at 1400 Sixteenth Street, Oak Brook, Illinois 60523, (individually referred to as "*Oak Brook*" and together with Shoe Factory, collectively referred to as "*Mortgagor*") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Mortgagee*");

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1.5. The first line of the Third Amendment shall be amended and restated in its entirety to read as follows:

This Third Amendment to Mortgage and Security Agreement with Assignment of Rents (this "Amendment") dated as of January 9, 2002 from SHOE FACTORY ROAD, L.L.C., an Illinois limited liability company with its mailing address c/o DECO Investments, LTD., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 ("Shoe Factory") and OAK BROOK BANK, an Illinois banking corporation, as trustee under the provisions of a certain Trust Agreement dated the 14th day of January, 1999, and known as Trust Number 3057, with its mailing address at 1400 Sixteenth Street, Oak Brook, Illinois 60523, (individually referred to as "Oak Brook" and together with Shoe Factory, collectively referred to as "Mortgagor") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as amended hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage, as amended hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as amended hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage, as amended hereby, to the end that any capitalized terms defined herein and used in the Mortgage as amended hereby shall have the same meanings in the Mortgage as amended hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "indebtedness hereby secured" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as amended hereby.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as amended hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as amended hereby is and shall remain in full force and effect, and that the Mortgaged Premises (as defined in the Mortgage) are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of

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Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Amendment shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as amended hereby.

6. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Amendment need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as amended hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as amended hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

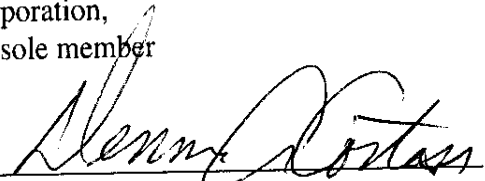
9. This Amended and Restated Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents is made in substitution and replacement for and amends and restates in its entirety that certain Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of April 20, 2004.

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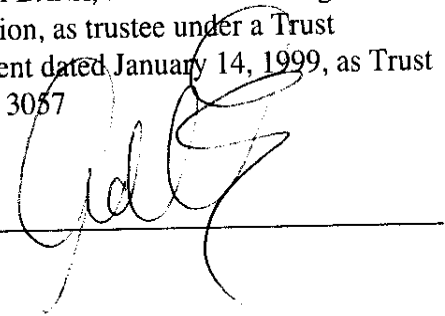
IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

SHOE FACTORY ROAD, L.L.C., an Illinois
limited liability company

By: DECO Investments, Ltd., an Illinois
corporation,
Its sole member

By 
Dennis A. Cortesi
Its President

OAK BROOK BANK, an Illinois banking
corporation, as trustee under a Trust
Agreement dated January 14, 1999, as Trust
Number 3057

By 

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Carolyn G. Leimeister, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dennis A. Cortesi, as the President of DECO Investments Ltd., an Illinois corporation, the sole member of Shoe Factory Road, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

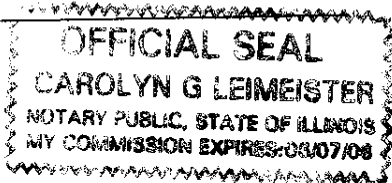
Given under my hand and notarial seal, this 6th day of January 2006

Carolyn G. Leimeister
Notary Public

Carolyn G. Leimeister
(Type Or Print Name)

(SEAL)

Commission Expires:



Property of Cook County Clerk's Office

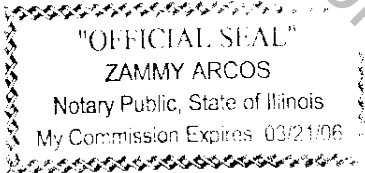
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STATE OF ILLINOIS)
)
) SS.
COUNTY OF DuPage)

I, ZAMMY ARCOS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that A. QUICK of Oak Brook Bank, as trustee under a Trust Agreement dated January 14, 1999, as Trust Number 3057, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, 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 said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17 day of January, 2005.

Zammy Arcos
Notary Public



(SEAL)

(Type Or Print Name)

Commission Expires:

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SCHEDULE I

LEGAL DESCRIPTION

Property Address: Shoe Factory Road
Hoffman Estates, Illinois

P.I.N. Nos.: 06-05-100-014 (portion of Parcel 3 and 4)
06-05-100-016 (portion of Parcel 4)
06-05-200-015 (portion of Parcel 3)
06-08-101-003 (portion of Parcel 4)
06-08-101-005 (portion of Parcels 3, 4 and 5)
06-08-200-004 (portion of Parcels 3 and 5)
06-08-101-004 (portion of Parcel 5)
06-08-102-001 (portion of Parcel 6)
06-06-200-035 (portion of Parcel 7)
06-07-201-009 (portion of Parcel 7)
06-07-201-008 (portion of Parcel 7)
06-08-100-006 (portion of Parcel 7)
06-05-100-020 (portion of Parcel 7)
06-08-100-005 (portion of Parcel 7)
06-08-100-002 (portion of Parcel 7)
06-08-200-003 (portion of Parcel 5)
06-08-102-004 (portion of Parcel 6)
[06-07-201-010 (portion of Parcel 7)]
[06-05-200-014 (Parcel 10)]

UNOFFICIAL COPYParcel 3

THAT PART OF FRACTIONAL SECTION 5 AND THE NORTH HALF OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 8 AS SHOWN ON THE PLAT OF SURVEY RECORDED JUNE 26, 1981 AS DOCUMENT 25918743, POINT BEING MONUMENTED WITH A RAILROAD SPIKE SET IN THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THENCE WESTERLY ALONG THE SAID APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THE FOLLOWING TWO (2) COURSES AND DISTANCES, (1) THENCE NORTH 83 DEGREES 21 MINUTES 37 SECONDS WEST (ILLINOIS STATE PLANE GRID - EAST ZONE) A DISTANCE OF 516.38 FEET TO A POINT OF CURVATURE; (2) THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 373.44 FEET, A DISTANCE OF 148.10 FEET; THENCE NORTH 21 DEGREE 57 MINUTES 30 SECONDS WEST A DISTANCE OF 600.00 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 25 SECONDS EAST A DISTANCE OF 399.66 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 300.00 FEET TO A LINE DRAWN PARALLEL WITH AND 1942.50 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE OCCUPIED AND MONUMENTED CENTERLINE OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY'S NORTHWEST TOLLWAY (I-90); THENCE NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 600.00 FEET TO A MONUMENTED LINE OF OCCUPATION; THENCE SOUTH 00 DEGREES 34 MINUTES 55 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 1173.44 FEET TO THE POINT OF BEGINNING CONTAINING 18.769 ACRES, MORE OR LESS AND LYING IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 8 AS SHOWN ON THE PLAT OF SURVEY RECORDED JUNE 26, 1981 AS DOCUMENT 25918743, POINT BEING MONUMENTED WITH A RAILROAD SPIKE SET IN THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THENCE NORTH 83 DEGREES 21 MINUTES 37 SECONDS WEST (ILLINOIS STATE PLANE GRID - EAST ZONE), ALONG THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD, A DISTANCE OF 80.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83 DEGREES 21 MINUTES 37 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 431.67 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 55 SECONDS EAST A DISTANCE OF 1112.83 FEET TO A LINE DRAWN PARALLEL WITH AND 1942.50 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE OCCUPIED AND MONUMENTED CENTERLINE OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY'S NORTHWEST TOLLWAY (I-90); THENCE NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 429.30 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 1163.92 FEET TO THE POINT OF BEGINNING CONTAINING 11.218 ACRES, MORE OR LESS AND LYING IN COOK COUNTY, ILLINOIS.

Trustees Deed dated _____ to _____

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LEGAL DESCRIPTION PARCEL 4

THAT PART OF FRACTIONAL SECTION 5 AND THE NORTH HALF OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 8 AS SHOWN ON THE PLAT OF SURVEY RECORDED JUNE 26, 1981 AS DOCUMENT 25918743, POINT BEING MONUMENTED WITH A RAILROAD SPIKE SET IN THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THENCE WESTERLY ALONG THE SAID APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES, (1) THENCE NORTH 83 DEGREES 21 MINUTES 37 SECONDS WEST (ILLINOIS STATE PLANE GRID - EAST ZONE) A DISTANCE OF 516.38 FEET TO A POINT OF CURVATURE; (2) THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 373.44 FEET, A DISTANCE OF 148.10 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SAID APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) THENCE CONTINUING WESTERLY ALONG THE AFOREMENTIONED DESCRIBED CURVED LINE, A DISTANCE OF 71.33 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 62 DEGREES 58 MINUTES 08 SECONDS WEST A DISTANCE OF 630.81 FEET TO THE NORTH EAST CORNER OF BERNER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1958 AS DOCUMENT NUMBER 17129085, POINT BEING MONUMENTED WITH A RAILROAD SPIKE; (3) THENCE SOUTH 74 DEGREES 05 MINUTES 08 SECONDS WEST, ALSO BEING ALONG THE NORTHERLY LINE OF SAID BERNER ESTATES, A DISTANCE OF 364.83 FEET TO A BEND POINT IN SAID NORTHERLY LINE; (4) THENCE SOUTH 20 DEGREES 03 MINUTES 14 SECONDS WEST, ALSO BEING ALONG THE NORTH LINE OF SAID BERNER ESTATES, A DISTANCE OF 255.71 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE 190.00 FOOT-WIDE COMED RIGHT-OF-WAY; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1579.13 FEET TO A LINE DRAWN PARALLEL WITH AND 1942.50 FEET SOUTH, OF AS MEASURED PERPENDICULAR TO, THE OCCUPIED AND MONUMENTED CENTERLINE OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY'S NORTHWEST TOLLWAY (I-90); THENCE NORTH 89 DEGREES 50 MINUTES 36 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1809.94 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST A DISTANCE OF 300.00 FEET; THENCE SOUTH 47 DEGREES 56 MINUTES 25 SECONDS WEST A DISTANCE OF 389.66 FEET; THENCE SOUTH 21 DEGREES 57 MINUTES 30 SECONDS EAST A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 38.256 ACRES, MORE OR LESS AND LYING IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**LEGAL DESCRIPTION****PARCEL 5**

THAT PART OF THE NORTH HALF OF SECTION 8, IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 8 AS SHOWN ON THE PLAT OF SURVEY RECORDED JUNE 26, 1981 AS DOCUMENT 25918743, POINT BEING MONUMENTED WITH A RAILROAD SPIKE SET IN THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST (ILLINOIS STATE PLANE GRID-EAST ZONE), ALONG THE WEST LINE OF SAID PARCEL 8, A DISTANCE OF 1783.14 FEET TO THE NORTHEAST CORNER OF LOT 22 IN BERNER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1958 AS DOCUMENT NUMBER 17129065, POINT BEING MONUMENTED WITH AN IRON ROD; THENCE SOUTH 87 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 22 AND THE NORTHERLY LINES OF LOTS 23 AND 7 IN SAID BERNER ESTATES, A DISTANCE OF 945.77 FEET TO THE EASTERLY LINE OF LOTS 5, 3 AND 2 IN SAID BERNER ESTATES; THENCE NORTH 12 DEGREES 32 MINUTES 19 SECONDS WEST, ALONG SAID EASTERLY LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1594.34 FEET TO THE NORTHEAST CORNER OF SAID BERNER ESTATES, POINT BEING MONUMENTED WITH A RAILROAD SPIKE SET IN THE APPROXIMATE CENTERLINE OF SHOE FACTORY ROAD; THENCE EASTERLY THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID APPROXIMATE CENTERLINE: (1) THENCE NORTH 82 DEGREES 58 MINUTES 05 SECONDS EAST A DISTANCE OF 630.31 FEET TO A POINT OF CURVATURE; (2) THENCE EASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 373.44 FEET, A DISTANCE OF 219.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 516.38 FEET TO THE POINT OF BEGINNING CONTAINING 46.341 ACRES, MORE OR LESS AND LYING IN COOK COUNTY, ILLINOIS.

Clark's Office

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PARCEL 7
REMAINING PORTION**

THAT PART OF THE WEST HALF OF FRACTIONAL SECTION 5, THE EAST HALF OF FRACTIONAL SECTION 6, THE NORTHWEST QUARTER OF SECTION 8 AND THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 8 WITH THE CENTERLINE OF SHOE FACTORY ROAD, SAID CENTERLINE PER A PLAT OF SURVEY RECORDED JANUARY 13, 1989 AS DOCUMENT NUMBER 12259969, POINT BEING 0.23 FEET NORTH AND 0.24 FEET WEST OF, AS MEASURED IN CARDINAL DIRECTIONS, A RAILROAD SPIKE; THENCE NORTH 89 DEGREES 56 MINUTES 35 SECONDS WEST (ILLINOIS STATE PLANE GRID EAST ZONE), ALONG SAID CENTERLINE, A DISTANCE OF 208.81 FEET TO THE EASTERLY LINE EXTENDED SOUTHERLY OF THE L. CURCE FARM, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 15785517; THENCE NORTH 00 DEGREES 06 MINUTES 17 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 689.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 17 SECONDS WEST, ALONG SAID EASTERLY LINE A DISTANCE OF 834.87 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST A DISTANCE OF 1359.84 FEET TO THE WESTERLY LINE OF THE 190.00 FOOT-WIDE COMED RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 835.62 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 43 SECONDS WEST A DISTANCE OF 1351.33 FEET TO THE POINT OF BEGINNING, CONTAINING 26.0424 ACRES, MORE OR LESS, AND LYING IN COOK COUNTY, ILLINOIS.