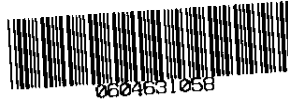


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Doc#: 0604631058 Fee: \$56.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2006 01:49 PM Pg: 1 of 17

LOAN AND MORTGAGE MODIFICATION AGREEMENT

February
This Loan and Mortgage Modification Agreement ("Agreement") is made and entered into as of this *9th* day of ~~January~~, 2006, by and among GRP-BRICKTOWN, LLC, an Illinois limited liability company ("Borrower") and ROBERT PALLEY ("Palley"), DAVID J. LASKY ("Lasky") and SCOTT INBINDER ("Inbinder") (Palley, Lasky and Inbinder are collectively referred to as "Guarantors") and NATIONAL CITY BANK OF THE MIDWEST ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated October 8, 2004 by and between Lender and Borrower ("Loan Agreement"), Lender made a loan to Borrower in the original principal amount of TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) ("Loan"); and

WHEREAS, the Loan is evidenced by a Note dated October 8, 2004 executed by Borrower and payable to the order of Lender ("Note"); and

WHEREAS, the Loan is secured, in part, by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 8, 2004 executed by Borrower, and recorded on October 19, 2004, with the office of the Cook County Recorder as Document Number 0429334156 ("Mortgage") encumbering the Premises (as defined in the Mortgage) legally described on Exhibit "A" attached hereto; and

WHEREAS, the Loan is further secured, in part, by Guarantees of Payment and Completion dated October 8, 2004 executed by Guarantors to and for the benefit of Lender ("Guarantees"); and

WHEREAS, Borrower now desires to borrow from Lender an additional ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) on the terms hereinafter provided; and

04-06899

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WHEREAS, Borrower, Guarantors and Lender now desire to amend the Note, the Mortgage and the Loan Documents in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are incorporated into this Agreement as if fully set forth herein. Except as specifically defined herein, all capitalized terms used in the recitals and in the body of this Agreement shall have the definitions ascribed therefore in the Loan Agreement.
2. **Additional Proceeds.** Provided no Event of Default exists, Lender agrees to loan to Borrower an additional sum equal to ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) ("Additional Loan Proceeds"). The Additional Loan Proceeds shall be used by Borrower to finance the lease termination payment due Delray Farms. The Additional Loan Proceeds shall be advanced to Borrower in accordance with the terms of the Loan Agreement in the same manner and subject to the same terms and conditions as any other Advance.
3. **Loan Modification.** Borrower and Guarantors acknowledge and agree that (i) the Note is hereby modified to increase the original stated principal balance thereof from TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) to TWENTY-SIX MILLION ONE HUNDRED THOUSAND DOLLARS (\$26,100,000.00) and the other Loan Documents including, without limitation, the Guarantees, are hereby modified to secure the Note as amended herein.
4. **Loan Agreement.** The original Sources and Uses Statement attached to the Loan Agreement as Exhibit "D" is hereby deleted and replaced with the Sources and Uses Statement attached hereto as Exhibit "B", and made a part hereof.
5. **Guarantees.** The number "TWO MILLION DOLLARS (\$2,000,000.00)" in Paragraph 5 of each of the Guarantees is hereby deleted and the number "TWO MILLION THREE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND 67/100 (\$2,366,666.67)" is hereby inserted in its place.
6. **Mortgage.** Paragraph 36(j) of the Mortgage is hereby amended by deleting the number "FIFTY MILLION DOLLARS (\$50,000,000.00)" and inserting the number "FIFTY-TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$52,200,000.00)" in its place.
7. **Conditions Precedent.** Lender's obligations under this Agreement are expressly conditioned upon:

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- (a) The execution and delivery of this Agreement to Lender by Borrower and Guarantors;
- (b) Delivery to Lender of a date down endorsement and amendment to Lender's Title Insurance Policy increasing the amount to TWENTY-SIX MILLION ONE HUNDRED THOUSAND DOLLARS (\$26,100,000.00) and showing no exceptions thereto other than the Permitted Exceptions;
- (c) The execution and delivery to Lender of a Lease Termination Agreement acceptable to Lender by and between Borrower and Delray Farms; and
- (d) Execution and delivery to Lender of such other documents as Lender shall reasonably require in connection with this Agreement.

8. **Fees.** In consideration of the loan of the Additional Loan Proceeds, Borrower shall pay to Lender a non-refundable loan fee of FIVE THOUSAND DOLLARS (\$5,000.00) ("Loan Fee"). The unpaid balance of the Loan Fee shall be due and payable to Lender concurrently with the execution of this Agreement.

9. **Additional Loan Expenses.** Borrower hereby agrees to pay all expenses, charges, costs and fees relating to this Agreement, including, without limitation, Lender's reasonable attorneys' fees in connection with the documentation and negotiation of this Agreement, and all other expenses, charges, costs and fees referred to or necessitated by the terms of this Agreement (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within five (5) days after the written demand therefore by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate.

10. **Representations and Warranties.** Borrower and Guarantors each represent and warrant to Lender that: (i) each has full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder; (ii) upon the execution and delivery of this Agreement, it shall be valid, binding and enforceable upon Borrower and Guarantors in accordance with its terms; (iii) the execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Borrower or any of the Guarantors is a party or by which any of said parties is bound; (iv) no Event of Default or event or condition which would become an Event of Default with the giving of notice and/or the passage of time, exists under the Loan Agreement or any other Loan Documents, as amended by this Agreement; (v) there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of Borrower's or Guarantors' knowledge threatened, affecting Borrower or any of the Guarantors, or which could prevent any of said parties from complying with or performing its or their respective obligations under the Loan Documents, as amended by this Agreement, within the time limits set forth therein for such compliance for performance, and no basis for any such matter exists.

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11. **Amendment.** Except as specifically modified by the terms of this Agreement, the terms and conditions of the Loan Documents shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties. Without in any way limiting the foregoing, Borrower and Guarantors hereby represent and warrant that they currently know of no defenses to the enforcement of any of the Loan Documents, as modified hereby. Borrower and Guarantors hereby restate, remake and reaffirm any and all covenants, representations and warranties contained in any of the Loan Documents, as if all such instruments had been executed as of the date hereof.

12. **General Release.** In consideration of Lender entering into this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, its members and officers and Guarantors hereby release and forever discharge Lender, its past, present and future shareholders, successors, assigns, officers, directors, agents, attorneys and employees together with their respective heirs, legal representatives, legatees, successors and assigns of and from all actions, claims, demands, damages, debts, losses, liabilities, indebtedness, causes of action either at law or in equity and of whatever kind or nature, whether known or unknown, direct or indirect, existing as of the date hereof, by reason of any matter, cause or thing whatsoever arising out of or relating to any claims asserted or which could have been asserted by Borrower or Guarantors in connection with the transactions which are the subject of this Agreement.

(a) It is acknowledged that Borrower and Guarantors have read the General Release provisions of this Paragraph 12 and consulted legal counsel before executing same; that Borrower has relied upon its own judgment and that of its legal counsel in executing the General Release provisions of this Paragraph 12 and have not relied on or been induced by any representation, statement or act by any other party referenced to herein which is not referred to in this instrument; that Borrower and Guarantors enter into the General Release provisions of this Paragraph 12 voluntarily, with full knowledge of its significance; and that the General Release provisions of this Paragraph 12 are in all respects complete and final.

(b) If any term or provision of the General Release contained herein or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid and/or unenforceable by a court of competent jurisdiction, the remainder of the General Release contained herein, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the General Release contained herein shall be valid and be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, Borrower, Guarantors and Lender have duly authorized and executed this Loan and Mortgage Modification Agreement as of the date first above written.

BORROWER

LENDER

GRP-BRICKTOWN, LLC, an Illinois limited liability company

NATIONAL CITY BANK OF THE MIDWEST

By: **PIL MANAGEMENT, INC.**, an Illinois corporation

Its: Manager

By: _____

Print Name: _____

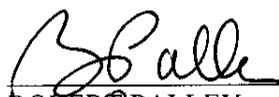
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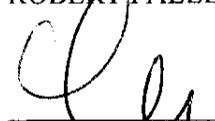
By:  _____

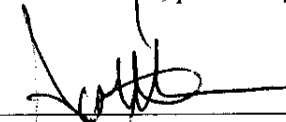
Print Name: SCOTT INBINDER

Its: PRESIDENT

GUARANTORS

 _____
ROBERT PALLEY, personally

 _____
DAVID J. LASKY, personally

 _____
SCOTT INBINDER, personally

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IN WITNESS WHEREOF, Borrower, Guarantors and Lender have duly authorized and executed this Loan and Mortgage Modification Agreement as of the date first above written.


BORROWER

LENDER

GRP-BRICKTOWN, LLC, an Illinois limited liability company

NATIONAL CITY BANK OF THE MIDWEST

By: **PZL MANAGEMENT, INC.**, an Illinois corporation
Its: Manager

By: 
Print Name: LANCE PAUSAK
Its: Senior Vice President

By: _____
Print Name: _____
Its: _____

GUARANTORS

ROBERT PALLEY, personally

DAVID J. LASKY, personally

SCOTT INBINDER, personally

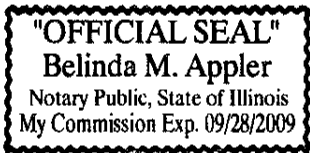
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Belinda M. Appler, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Lance R. Prusak of NATIONAL CITY BANK OF THE MIDWEST, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr VP, 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 bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31ST day of January, 2006.



Belinda M. Appler
NOTARY PUBLIC

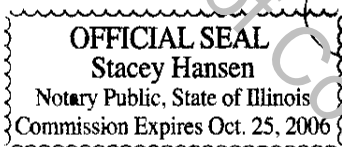
My Commission Expires: September 28, 2009
My County of Residence is: DuPage

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stacey Hansen, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Lubinder, the President of PIL MANAGEMENT, INC., an Illinois corporation, the sole manager of GRP-BRICKTOWN, LLC, 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 in its capacity as the sole manager of GRP-BRICKTOWN, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of January, 2006.



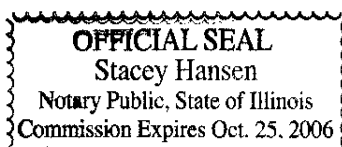
Stacey Hansen
NOTARY PUBLIC

My Commission Expires: Oct. 25, 2006
My County of Residence is: DuPage

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stacey Hansen, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID J. LASKY, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of January, 2006.



Stacey Hansen
NOTARY PUBLIC

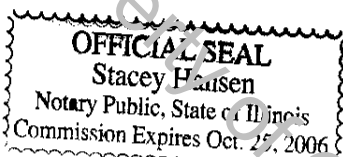
My Commission Expires: Oct 25, 2006
My County of Residence is: DuPage

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stacey Hansen, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT PALLEY, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of January, 2006.



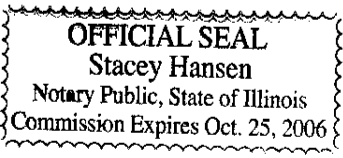
Stacey Hansen
NOTARY PUBLIC

My Commission Expires: Oct. 25, 2006
My County of Residence is: DuPage

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stacey Hansen, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT INBINDER, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of January, 2006.



Stacey Hansen
NOTARY PUBLIC

My Commission Expires: Oct. 25, 2006
My County of Residence is: DuPage

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This instrument was prepared by and after recording return to:

Andrew M. Sachs, Esq.
ROBBINS, SALOMON & PATT, LTD.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602
(312) 782-9000

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION**

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE (SAID WEST LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4) AND A LINE 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE (AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NO. 10441963); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 139.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 155.743 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 465.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE, 78.012 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 543.012 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 25 DEGREES 33 MINUTES 56 SECONDS EAST, 243.581 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND PASSING THROUGH A POINT ON SAID EAST LINE WHICH IS 755.17 FEET AS MEASURED ALONG SAID EAST LINE OF THE RAILROAD) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 34 DEGREES 38 MINUTES 53 SECONDS WEST, 620.38 FEET TO A POINT WHICH IS 225.00 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD AND 1270.17 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE OF THE RAILROAD) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 7 DEGREES 06 MINUTES 00 SECONDS WEST, 45.28 FEET TO A POINT 220.00 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH 34 DEGREES 28 MINUTES 09 SECONDS WEST, 156.28 FEET TO A POINT 133.27 FEET (AS MEASURED

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PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89 DEGREES 14 MINUTES 20 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULAR TO SAID RIGHT OF WAY LINE, 133.27 FEET TO THE EAST LINE OF SAID RIGHT OF WAY; THENCE SOUTH 0 DEGREES 45 MINUTES 40 SECONDS EAST 1445.178 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST FULLERTON AVENUE AFORESAID; 1300.572 FEET TO THE WEST LINE OF NORTH NARRAGANSETT AVENUE AFORESAID; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST ALONG SAID WEST LINE 690.00 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SAID NORTH LINE OF WEST FULLERTON AVENUE WITH THE EAST LINE OF AN EASEMENT AS DESCRIBED IN EXHIBIT III IN THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 20988969, SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND SAID LINE BEING ALSO THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG THE FOLLOWING THREE COURSES, BEING THE EAST LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN SAID EXHIBIT III: NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 180.00 FEET, THENCE WEST, 11.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 159.272 FEET; THENCE SOUTHEASTERLY 208.85 FEET ALONG THE ARC OF A CIRCLE, 565.00 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 11 DEGREES 21 MINUTES 02.5 SECONDS EAST; THENCE SOUTH 21 DEGREES 56 MINUTES 25 SECONDS EAST, ALONG A LINE TANGENT TO SAID ARC, 146.23 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE WEST ALONG SAID NORTH LINE, 80.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTED TRACT OF LAND; AND

Note For Information Purposes Only: Title to "Excepted Tract of Land" is vested in W9/MLM BRICKYARD LLC by Document No. 0319510024. Said excepted tract is identified as Tax Number 13-30-410-011-0000. Taxes are paid current.

ALSO EXCEPTING FROM SAID TRACT THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE (BEING A LINE 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4) WITH THE WESTERLY LINE OF NORTH NARRAGANSETT AVENUE (BEING A LINE 33 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4); THENCE WEST 170.00 FEET ALONG THE NORTH LINE OF SAID WEST FULLERTON AVENUE; THENCE NORTH 00 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT

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AVENUE A DISTANCE OF 150.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE A DISTANCE OF 170.00 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTED TRACT OF LAND), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 10-68300, TO NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, DATED JUNE 16, 1977 AND RECORDED JUNE 17, 1977 AS DOCUMENT 23973440, FOR INGRESS AND EGRESS TO AND FROM WEST FULLERTON AVENUE AND THE RIGHT TO USE ROADS AND STREETS OVER, ON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE, AS SAID NORTH LINE IS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NO. 10441963, WITH THE EAST LINE OF AN EASEMENT DESCRIBED IN EXHIBIT III IN THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 20988969, SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND SAID LINE BEING ALSO THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG THE FOLLOWING THREE COURSES, BEING THE EAST LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN SAID EXHIBIT III: NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 180.00 FEET; THENCE WEST, 11.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 159.272 FEET; THENCE SOUTHEASTERLY 208.85 FEET ALONG THE ARC OF A CIRCLE, 565.00 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 11 DEGREES 21 MINUTES 02.5 SECONDS EAST; THENCE SOUTH 21 DEGREES 56 MINUTES 25 SECONDS EAST, ALONG A LINE TANGENT TO SAID ARC, 146.23 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE WEST ALONG SAID NORTH LINE, 80.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, DATED DECEMBER 8, 1975 AND RECORDED

UNOFFICIAL COPY

DECEMBER 29, 1975 AS DOCUMENT 23337090 FOR INGRESS AND EGRESS OVER, UNDER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

A PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

39 FEET IN WIDTH IN AN EASTERLY AND WESTERLY DIRECTION EXTENDING DUE NORTH FROM THE NORTHERLY BOUNDARY OF EASEMENT "A-3" ACROSS THE WESTERLY PORTION OF PARCEL 2 TO THE SOUTH LINE OF DIVERSEY AVENUE (AS SAID EASEMENT "A-3" AND PARCEL 2 ARE DESCRIBED AND DEFINED IN SAID GRANT RECORDED AS DOCUMENT 23337090), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, DATED DECEMBER 8, 1975 AND RECORDED DECEMBER 29, 1975 AS DOCUMENT 23337090 FOR INGRESS AND EGRESS OVER, UNDER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE, AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 10441963; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 275.00 FEET; THENCE NORTH, ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE SOUTH 86 DEGREES 24 MINUTES 52 SECONDS EAST, 159.95 FEET TO A LINE DRAWN 715.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE EAST, ALONG SAID PARALLEL LINE, 115.00 FEET TO THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, 25.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS (BUT NOT FOR PARKING), FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT EXECUTED BY THE NATIONAL BANK OF AUSTIN, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1964 AND KNOWN AS TRUST NUMBER 3760, CERTAIN OTHER PARTIES, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, AND ALSO AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 1068300, DATED DECEMBER 31, 1976 AND RECORDED JUNE 3, 1977 AS DOCUMENT 23953919, OVER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 10441963; THENCE WEST, ALONG THE LAST DESCRIBED PARALLEL LINE, 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE FORMING AN ANGLE OF 40 DEGREES 25 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (AS MEASURED FROM WEST TO SOUTHWEST) A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE NORTH 9 DEGREES 05 MINUTES 44 SECONDS EAST, 164.953 FEET TO A POINT 570.89 FEET EAST (AS MEASURED AT RIGHT ANGLES THROUGH A POINT ON THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AT A POINT 755.17 FEET NORTHERLY OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) OF THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTH 25 DEGREES 33 MINUTES 56 SECONDS WEST, 243.581 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 543.012 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE, THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH SAID WEST LINE OF NORTH NARRAGANSETT AVENUE, 78.012 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 54 SECONDS EAST, 155.743 FEET TO THE HEREBY DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY DECLARATION OF EASEMENTS DATED FEBRUARY 15, 1989 AND RECORDED FEBRUARY 28, 1989 AS DOCUMENT NUMBER 89088690, TO USE THE DRIVEWAYS AND ROADWAYS EXISTING FROM TIME TO TIME FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITY FACILITIES, AND TO USE THE PARKING AREAS LOCATED FROM TIME TO TIME ON THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE (BEING 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4) WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE (BEING 33 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4); THENCE WEST 170.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 00 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE A DISTANCE OF 170.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address: 6420-6560 West Fullerton Avenue, Chicago, Illinois 60607

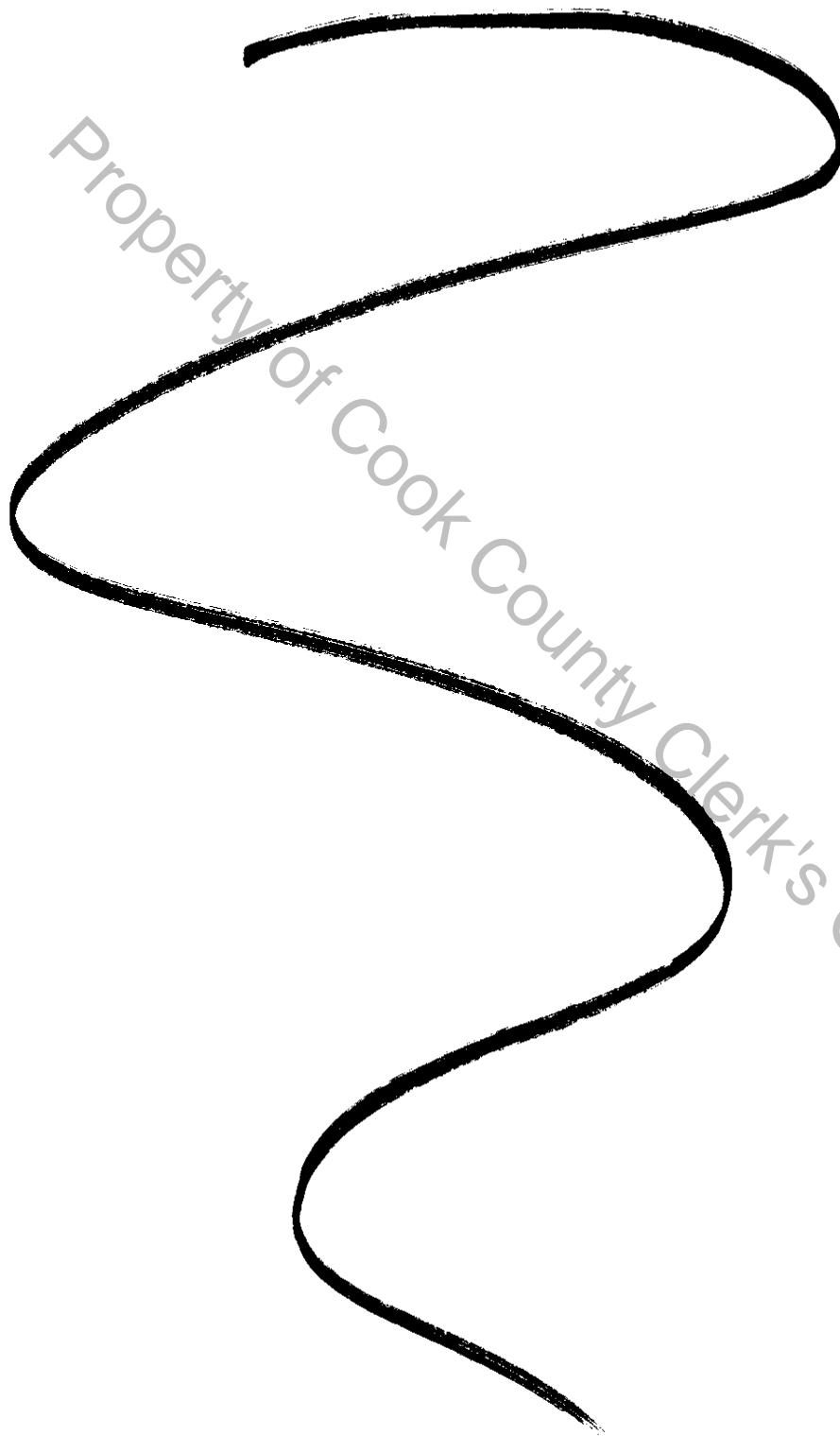
P.I.N.:

- 13-30-410-004-0000
- 13-30-410-005-0000
- 13-30-410-006-0000
- 13-30-410-010-0000
- 13-30-410-012-0000
- 13-30-410-013-0000

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EXHIBIT "B"

SOURCES AND USES STATEMENT



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