



Doc#: 0700345037 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2007 12:57 PM Pg: 1 of 16

Randall S. Kulat, Esq.
MELTZER, PURTILL &
STELLE LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

Ticor Title Insurance

P.I.N.: See Exhibit A

Address: See Exhibit A

FIRST AMENDMENT TO LOAN DOCUMENTS

Re: Garden Glen Apartments Acquisition and Conversion

THIS FIRST AMENDMENT TO LOAN DOCUMENTS ("Amendment") is entered into as of the 2nd day of January, 2007, by and among by G/G R/W LCD LLC, an Illinois limited liability company, G/G M/S LCD LLC, an Illinois limited liability company, G/G M/S SHOT LLC, an Illinois limited liability company, as tenants in common (hereinafter collectively referred to "Borrowers"), BB SCHAUMBURG, LLC, an Illinois limited liability company ("Co-Borrower"), MICHAEL R. SPARKS, an individual ("Sparks"), JAMES C. MANSFIELD, SR., an individual ("Mansfield"; Sparks and Mansfield hereinafter referred to individually as a "Guarantor" and collectively as the "Guarantors"), and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS

Borrowers, Guarantors and Lender entered into that certain Acquisition and Conversion Loan Agreement dated December 23, 2005 (the "Loan Agreement"), pursuant to which Lender agreed to loan to Borrowers the aggregate amount of Fifty-Eight Million Three Hundred Forty Thousand Four Hundred Forty-Eight and no/100 Dollars (\$58,340,448.00) (the "Loan") to finance (a) the acquisition of the real estate located in Schaumburg, Illinois and commonly known as the Garden Glen Apartments (the "Apartment Complex"), consisting of four hundred sixty (460) residential dwelling units in twenty-four (24) two- and three-story, ten unit, apartment buildings, eight (8) two- and three-story, eight unit, apartment buildings, and a six-story mid-rise apartment building; (b) the renovation of the interior and exterior of such buildings and the units, and the construction of certain improvements to other areas of the Apartment Complex, and (c) the conversion of such portions of the Apartment Complex from residential for-rent dwellings to a condominium regime of ownership.

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BOX 15

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The Loan is evidenced by (i) a promissory note in the amount of Forty-Eight Million Four Hundred Fourteen Thousand Eight Hundred Eighty-Eight and no/100 Dollars (\$48,414,888.00) ("Acquisition Note"), and (ii) a promissory note in the amount of Nine Million Nine Hundred Twenty-Five Thousand Five Hundred Sixty and no/100 Dollars (\$9,925,560.00) ("Conversion Note"), both dated December 23, 2005 made by Borrowers and payable to the order of Lender (the Acquisition Note and the Conversion Note are hereinafter collectively called the "Notes").

The Notes are secured by, *inter alia*, (a) the Mortgage and Security Agreement (the "Mortgage") dated as of December 23, 2005 made by Borrowers, as tenants in common, and recorded with the Cook County Recorder of Deeds ("Recorder's Office") on January 24, 2006 as Document No. 0602418004, covering the Apartment Complex, and (b) the Assignment of Rents and Leases (the "Assignment of Rents") dated as of December 23, 2005 made by Borrowers to Lender and recorded with the Recorder's Office on January 24, 2006 as Document No. 0602418005. The Notes, the Mortgage, the Assignment of Rents, the Loan Agreement and all other documents securing the Notes are collectively referred to herein as the "Loan Documents."

Pursuant to the Guaranty made by Guarantors dated December 23, 2005 ("Guaranty"), in favor of Lender, Guarantors guaranteed (i) the payment of the amounts provided for in the Notes, the Loan Agreement, the Mortgage and the other Loan Documents, and (ii) the performance of the covenants to be performed and observed under the Notes, the Loan Agreement, the Mortgage and the other Loan Documents.

Pursuant to that certain Environmental Indemnity Agreement dated December 23, 2005 ("Environmental Indemnity"), Borrowers and Guarantors agreed, among other things, to indemnify Lender from and against any loss or damage arising as the result of the existence of any Hazardous Materials (as such terms defined in the Environmental Indemnity) on the Real Estate.

Borrowers have borrowed \$12,000,000.00 from Everest Real Estate Fund, LLC, a Delaware limited liability company ("Mezzanine Lender"), which loan is evidenced by certain Promissory Note from Borrowers to Mezzanine Lender and secured by, *inter alia*, that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases dated December 23, 2005 made by Borrowers in favor of Mezzanine Lender and recorded with the Recorder's Office on January 24, 2006 as Document No. 0602418006, pursuant to which Borrowers have granted to Mezzanine Lender a junior lien on the Apartment Complex (the "Junior Mortgage").

Mezzanine Lender and Lender have entered into that certain Subordination Agreement dated December 23, 2005 (the "Subordination Agreement") and recorded with the Recorder's Office on January 24, 2006 as Document No. 0602418007. Pursuant to the Subordination Agreement, Mezzanine Lender and Lender have agreed, among other things, that the lien of the Junior Mortgage is subordinate and inferior to the lien of the Mortgage.

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Borrowers now wish to add Co-Borrower as an additional obligor under the Loan Documents so that, concurrently herewith, the Borrowers may transfer ownership of the Premises to Co-Borrower without triggering an Event of Default under the Loan Documents.

Borrowers have requested that the Loan be amended to (i) add Co-Borrower to the Loan and the Loan Documents as a co-borrower thereunder, and, accordingly, the Borrowers and Co-Borrower shall jointly and severally become the "Borrowers" under the Loan, each as a co-borrower thereunder, (ii) provide that Borrowers may transfer ownership of the Apartment Complex from the Borrowers to Co-Borrower and that such transfer shall not be an Event of Default under the terms of the Loan Documents, and (iii) provide for such other revisions as are set forth herein.

Lender requires in connection with its agreement to the foregoing that the Loan Documents be amended on the terms and upon the conditions contained in this Amendment to reflect the addition of Co-Borrower as an obligor of the Loan and the terms upon which the Apartment Complex may be transferred to Co-Borrower, and to provide for such other revisions as are set forth herein.

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers, Co-Borrower, Guarantors and Lender hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein and made a part hereof. All capitalized terms herein shall have the meanings ascribed to them in the Loan Agreement unless otherwise defined in this Amendment.
2. **Confirmation.** Borrowers, Co-Borrower and Guarantors each hereby confirm and certify to Lender that each representation and warranty contained in the Loan Agreement, as amended hereby, is true, complete and correct in all respects as of the date hereof.
3. **Amendment to Loan Agreement to Add Co-Borrower** The Loan Agreement is hereby amended to reflect the following:
 - (a) **Addition of Co-Borrower as Obligor under the Loan.** As of the date hereof, Borrowers and Co-Borrower shall jointly and severally become the "Borrowers" or "Borrower" under the Loan and each of the Loan Documents (including, without limitation, the Loan Agreement).
 - (b) **Ownership Structure of Apartment Complex/Transfer of Ownership to Co-Borrower.** As of the date hereof, the Borrowers are the sole owners of the Apartment Complex, as joint tenants. Concurrently herewith, the Borrowers shall transfer ownership of the Apartment Complex to Co-Borrower, and Lender shall consent to such transfer; provided, however, that Borrowers and Co-Borrower shall deliver to Lender:

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(i) all documents and instruments evidencing and/or relating to the transfer of ownership of the Apartment Complex to Co-Borrower, including, without limitation, that certain Real Estate Purchase and Sale Contract dated March 6, 2006 (the "Purchase Contract") between Borrowers and Co-Borrower, and that certain Earnest Money Note and that certain Purchase Money Note delivered by Co-Borrower to Borrowers pursuant to the Purchase Contract (collectively, the "Purchase Notes");

(ii) an endorsement to Lender's loan policy issued by the Title Company insuring the Mortgage which (A) extends the effective date of the Loan Policy to the date of recording of the deed from the Borrowers to Co-Borrower, (B) reflects the recording of this Amendment, (C) reflects Co-Borrower as the title holder of the Apartment Complex and as the new mortgagor, and (D) raises no exceptions or other matters to title which are objectionable to Lender, and

(iii) certified copies of Co-Borrower's Articles of Organization and Operating Agreement and a certificate of good standing of Co-Borrower, together with resolutions of the members of Co-Borrower authorizing the execution of this Amendment by Co-Borrower by its Managing Member, and the performance by Co-Borrower of its obligations under the Loan Documents.

5. **Amendment to Mortgage and Amendment to Notes.** The Mortgage is hereby amended to reflect that Co-Borrower is added to the Mortgage as the new mortgagor thereunder. Accordingly, the term "Mortgagor" in the Mortgage shall be deemed to mean the Co-Borrower. The Notes are hereby amended to reflect that Co-Borrower is hereby added as a maker and/or borrower thereunder. Accordingly, the term "Maker" and/or "Borrower" in the Notes shall be deemed to mean collectively Borrowers and Co-Borrower. Borrowers' and Co-Borrower's liability under the Notes shall be joint and several.

6. **Other Conforming Amendments.** The Assignment of Rents, Security Agreement, Environmental Indemnity Agreement, the Subordination Agreement, and the other Loan Documents are hereby amended to reflect and secure the amended obligations and liabilities as set forth herein.

7. **Assumption of Obligations by Co-Borrower.** Co-Borrower hereby accepts and absolutely agrees to and assumes each and every one of the obligations and liabilities of the Borrowers under the Loan Documents on the same basis as if Co-Borrower had executed such documents on their face when originally delivered to Lender by the Borrowers.

8. **Lender Consent.** Lender hereby (i) consents to the transactions described herein, including, without limitation, the conveyance to Co-Borrower of all of the Borrowers' interest in the Apartment Complex, and (ii) agrees that the same shall not, in and of itself, constitute a breach, a default, an "Unmatured Event of Default" or an "Event of Default" each as defined in and/or under any of the Loan Agreement, the Notes, the Mortgage or any other Loan Document. This Amendment shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

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9. **Amendment Fee.** As a condition precedent to Lender's agreement to consent to the conveyance to Co-Borrower of all of the Borrowers' interest in the Apartment Complex, Borrowers and Co-Borrower shall pay to Lender the amount of \$2,500.00 upon the execution hereof by Borrowers and Co-Borrower as payment of an amendment fee, which shall be deemed earned by Lender upon the execution hereof by Borrowers and Co-Borrower.

10. **Additional Requirements.** The obligation of Lender to amend the Loan as set forth herein shall be subject to Borrowers, Co-Borrower, Guarantors and others having delivered, or having cause to be delivered to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment executed by all parties;
- (b) Copies of the documents described in Section 3(b) above, and copies of all transfer and other documents to be delivered by Borrowers or Co-Borrower pursuant to the Purchase Contract;
- (c) A Subordination Agreement between Lender and Borrowers relating to the Purchase Notes;
- (d) A letter agreement with Mezzanine Lender regarding amendments to the Subordination Agreement; and
- (e) such other items as shall be reasonably requested by Lender.

11. **Loan Expenses.** In addition to the Loan Expenses described in the Loan Agreement, as amended, Borrowers, Co-Borrower and Guarantors hereby jointly and severally agree to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender's reasonable attorney's fees in connection with the negotiation and documentation of the agreements contained in this Amendment, and other documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment, and other documents (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 therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate or may be paid by Lender at any time following said five (5) day written demand by disbursement of proceeds of the Loan, as amended by this Amendment.

12. **Representations and Warranties.** Borrowers, Co-Borrower and Guarantors represent and warrant to Lender that: (i) each has full power and authority to execute and deliver this Amendment, and other documents, where applicable, and to perform their respective obligations hereunder and thereunder; (ii) upon the execution and delivery of this Amendment, and other Loan Documents, each as amended hereby, shall be valid, binding and enforceable

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upon Borrowers, Co-Borrower and each Guarantor in accordance with its terms; (iii) execution and delivery of this Amendment, and other documents, as the case may be, 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 Borrowers, Co-Borrower or either Guarantor is a party or by which Borrowers, Co-Borrower or either Guarantor is bound or which is binding upon or applicable to the Premises, or any portion thereof; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this Amendment; (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 their knowledge threatened, affecting Borrowers, Co-Borrower, either Guarantor or the Real Estate, or which would prevent Borrowers, Co-Borrower or either Guarantor from complying with or performing its or his respective obligations under the Loan Documents, as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and the undersigned knows of no basis for any such matter; and (vi) each Borrower and Co-Borrower is a duly formed limited liability company under the laws of the State of Illinois, validly existing, fully qualified to do business and in good standing in the State of Illinois, and has taken all requisite limited liability company action required to enter into this Amendment.

13. **Guarantors Consent and Ratification.** Guarantors hereby consent to the execution and delivery of this Amendment. Guarantors hereby ratify and confirm their liabilities and obligations under the Guaranty and with respect to the Loan Documents, as amended by this Amendment and acknowledge that they have no defenses, claims, or set-offs to the enforcement by Lender of the liabilities and obligations under the Guaranty and/or the Environmental Indemnity, as the case may be, as of the date of the execution and delivery of this Amendment. Each Guarantor hereby fully, unconditionally, irrevocably, jointly and severally agrees to be bound by the terms of the Guaranty, as amended, with respect to each and every one of the obligations and liabilities under the Loan, as amended hereby.

14. **Miscellaneous.**

(a) Except as expressly amended herein or as contemplated herein, the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Security Agreement, and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

(b) This Amendment shall be binding on Borrowers, Co-Borrower, Guarantors and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

(c) This Amendment may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.

(d) This Amendment shall not be construed more strictly against Lender than against

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Borrowers, Co-Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Co-Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrowers, Co-Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment.

(e) Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.


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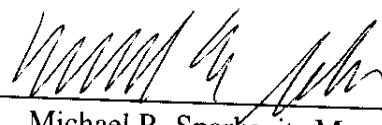
This Amendment has been entered into as of the date first above written.

BORROWERS

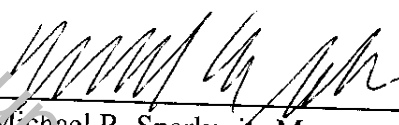
G/G R/W LCD LLC, an Illinois limited liability company

By: 
Michael R. Sparks, its Manager

G/G M/S LCD LLC, an Illinois limited liability company

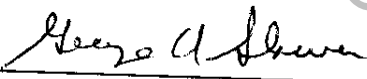
By: 
Michael R. Sparks, its Manager

G/G M/S SHOT LLC, an Illinois limited liability company

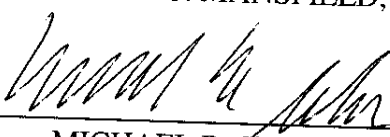
By: 
Michael R. Sparks, its Manager

CO-BORROWER

BB SCHAUMBURG, LLC,
an Illinois limited liability company

By: 
George Skweres, its Managing Member

GUARANTORS:

JAMES C. MANSFIELD, SR.


MICHAEL R. SPARKS

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWERS

G/G R/W LCD LLC, an Illinois limited liability company

By: _____
Michael R. Sparks, its Manager

G/G M/S LCD LLC, an Illinois limited liability company

By: _____
Michael R. Sparks, its Manager

G/G M/S SHOT LLC, an Illinois limited liability company

By: _____
Michael R. Sparks, its Manager

CO-BORROWER

BB SCHAUMBURG, LLC,
an Illinois limited liability company

By: _____
George Skweres, its Managing Member

GUARANTORS:

X _____
JAMES C. MANSFIELD, SR.

MICHAEL R. SPARKS

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LENDER:

COLE TAYLOR BANK

By: WAT C. Y
Its: Sheriff V. A

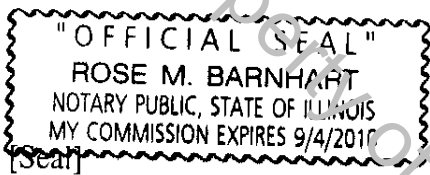
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that MICHAEL R. SPARKS is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of December, 2006.



Rose M. Barnhart
Notary Public

My commission expires: 9/4/2010

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that JAMES C. MANSFIELD, SR. is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of December, 2006.



Rose M. Barnhart
Notary Public

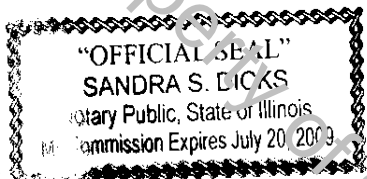
My commission expires: 9/4/2010

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William E. Krinsky, the Senior Vice President of COLE TAYLOR BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing Amendment as such Senior Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said Amendment as his/her own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of December, 2006.



(SEAL)

Sandra S. Dicks
Notary Public

My Commission expires:

7/20/2009

COOK County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION REAL ESTATE**

PARCEL 1:

LOTS 1, 2, OUTLOT "A" AND OUTLOT "B" IN GARDEN GLEN, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 6, 1986 AS DOCUMENT 86459348, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (AMANDA LANE)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345788 AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 88421690 OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 27.0 FEET OF THE SOUTH 37.0 FEET OF THE EAST 673.82 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A BITUMINIUS PAVED DRIVE WITH CONCRETE CURBING FOR INGRESS AND EGRESS, EXCEPTING THEREFROM THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF A CERTAIN PIECE OF PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, AS A PERMANENT EASEMENT RECORDED ON APRIL 23, 1957 AS DOCUMENT 16885123.

PARCEL 3: (LAKE EASEMENT)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS TO, AND USE OF, LAKE RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345787 ALONG, AROUND AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A BRONZE MARKER AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 671.54 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 252.00 FEET; THENCE NORTH 87 DEGREES, 17 MINUTES, 23 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 02

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DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 257.90 FEET TO THE SOUTH BACK OF EXISTING CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE) FOR A POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE BACK OF CURB, A DISTANCE OF 6.95 FEET TO A POINT OF CURVE; THENCE WESTERLY, NORTHERLY, AND EASTERLY ALONG THE EXISTING CURB EXISTING CURB FORMING AN ARC OF A CIRCLE (CONVEX WESTERLY, HAVING A RADIUS OF 153.20 FEET, CHORD NORTH 22 DEGREES, 12 MINUTES, 46 SECONDS WEST, A DISTANCE OF 288.82 FEET), A DISTANCE OF 377.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48 DEGREES, 17 MINUTES, 05 SECONDS EAST ALONG THE BACK OF THE NORTH CURB, A DISTANCE OF 199.86 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH, ALONG THE NORTH BACK OF EXISTING CURB, HAVING A RADIUS OF 233.50 FEET, CHORD NORTH 51 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 23.82 FEET), A DISTANCE OF 23.83 FEET TO THE END OF THE EXISTING CURB; THENCE CONTINUING ALONG THE ARC OF THE LAST DESCRIBED CIRCLE, (CHORD NORTH 66 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 97.70 FEET), A DISTANCE OF 98.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78 DEGREES, 17 MINUTES, 05 SECONDS, A DISTANCE OF 335.52 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH HAVING A RADIUS OF 527.57 FEET, CHORD NORTH 84 DEGREES, 03 MINUTES, 25 SECONDS EAST, A DISTANCE OF 106.12 FEET), A DISTANCE OF 106.30 FEET TO THE WEST LINE OF THE LAND GRANTED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR PERPETUAL EASEMENT IN DOCUMENT 16885123; THENCE SOUTH 60 DEGREE, 05 MINUTES, 04 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 479.31 FEET TO THE BACK LINE OF THE EXISTING NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE BACK OF SAID NORTH CURB OF KRISTIN DRIVE, A DISTANCE OF 125.18 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 36.86 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 11.30 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST WALL OF AN EXISTING ONE-STORY BRICK BUILDING, A DISTANCE OF 68.86 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID BUILDING, A DISTANCE OF 109.34 FEET; THENCE NORTH 02 DEGREES, 40 MINUTES, 22 SECONDS EAST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 87 DEGREES, 19 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE NORTHERLY SWIMMING POOL FENCE, A DISTANCE OF 102.88 FEET; THENCE SOUTH 02 DEGREES, 53 MINUTES, 22 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE EXISTING SWIMMING POOL FENCE, A DISTANCE OF 50.27 FEET; THENCE SOUTH 87 DEGREES, 21 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE

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CENTERLINE OF THE CORNER POSTS OF THE TENNIS COURT FENCE, A DISTANCE OF 132.35 FEET; THENCE SOUTH 02 DEGREES, 38 MINUTES, 52 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF EXISTING TENNIS COURT FENCE, A DISTANCE OF 139.95 FEET TO THE BACK OF THE AFORESAID NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE NORTH CURVE OF KRISTIN DRIVE, A DISTANCE OF 59.83 FEET; THENCE SOUTH 02 DEGREES, 42 MINUTES, 37 SECONDS EAST, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.:

07-10-101-017-0000

07-10-101-018-0000

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