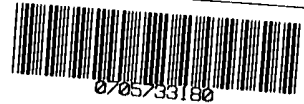


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**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

Nicholas M. Pyka, Esq.
Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270



Doc#: 0705733180 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2007 01:53 PM Pg: 1 of 14

Permanent Tax Identification Numbers: 10-15-115-017-000
10-15-115-020-000
Street Address: 9333 Skokie Boulevard, Skokie, Illinois

TO BE RECORDED IN THE
REAL PROPERTY RECORDS OF
COOK COUNTY, ILLINOIS

TENANTS IN COMMON AGREEMENT

by and between

BRESLER SKOKIE, LLC,
an Illinois limited liability company

LICHTER SKOKIE, LLC,
an Illinois limited liability company

and

ANGELOS SKOKIE, LLC,
an Illinois limited liability company

Box 400-CTCC

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TENANTS IN COMMON AGREEMENT

This Agreement made and entered into as of the 14th day of February, 2007, by and between BRESLER SKOKIE, LLC, an Illinois limited liability company ("Bresler"), LICHTER SKOKIE, LLC, an Illinois limited liability company ("Lichter"), and ANGELOS SKOKIE, LLC, an Illinois limited liability company ("Angelos") (Bresler, Lichter, and Angelos are collectively referred to as "Tenants" and individually as "Tenant"):

WHEREAS, Bresler holds a one-third (1/3) undivided ownership interest, Lichter holds a one-third (1/3) undivided ownership interest, and Angelos holds a one-third (1/3) undivided ownership interest of that certain parcel of real property located at 9333 Skokie Boulevard, Skokie, Illinois (the "Property") and the respective ownership interest in the Property is as tenants in common ;

WHEREAS, Column Financial, Inc., a Delaware corporation, ("Lender") has agreed to make a loan (the "Loan") in the original principal sum of \$6,400,000.00 (the "Loan Amount") to Bresler, Lichter, and Angelos as Tenants in Common to be secured by a first priority lien and security interest on the Property; and

WHEREAS, The Loan is evidenced by Tenants' secured promissory note made payable and delivered to Column Financial, Inc., a Delaware corporation (the "Note") and further evidenced and secured by a "Mortgage" on certain real estate located in Cook County, Illinois, as more particularly described on Exhibit A attached hereto, together with all existing improvements constructed thereon, said Property being more particularly described in said Mortgage, and an Assignment of Leases ("Assignment of Leases"). In connection with the Loan, the Tenants have also executed that certain Environmental Indemnity ("Environmental Indemnity") and other documents evidencing or securing or entered into relative to the loan for the benefit of Lender (the Note, Environmental Indemnity, Mortgage and Assignment of Leases and all other instruments or agreements by which the Loan is evidenced or secured are hereinafter collectively referred to as the "Loan Documents");

WHEREAS, the Tenants desire to form a Tenants in Common Agreement ("TCA") to clarify certain issues in connection with rights of each of them in and to the Property.

NOW THEREFORE, in consideration of the premises and the mutual promises of the Tenants and of other good and valuable consideration, it is mutually agreed as follows:

ARTICLE I DEFINITIONS

1.1 The preambles are expressly made part of this TCA.

1.2 "Disposition" means any sale, lease except for leases to retail tenants made in the ordinary course of business, exchange, assignment, conveyance, transfer, encumbrance, pledge, mortgage, trade or other disposition of (1) the Property, or any portion thereof or any interest therein; (2) a Tenant Interest, or any portion thereof or any interest therein; or (3) any ownership interest in a Tenant, or any portion thereof or interest therein, as the applicable context requires.

1.3 "Event of Bankruptcy" means with respect to any Tenant, as the case may be, the occurrence of one or more of the following events:

(a) The entry of a decree or order by a court of competent jurisdiction (i) adjudging a Tenant a debtor or insolvent; or (ii) approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for such Tenant under the Federal

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bankruptcy laws or any other similar applicable law or practice, and if such decree or order referred to in this subsection (a) shall have continued undischarged and unstayed for a period of sixty (60) days;

(b) The entry of a decree or order by a court of competent jurisdiction (i) adjudging a Tenant a debtor or insolvent; or (ii) approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for such Tenant under the Federal bankruptcy laws or any other similar applicable law or practice, and if such decree or order referred to in this subsection (a) shall have continued undischarged and unstayed for a period of sixty (60) days;

(c) The entry of a decree or order by a court of competent jurisdiction (i) for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of a Tenant, or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force undischarged and unstayed for a period of sixty (60) days; or (ii) for the sequestration or attachment of any property of a Tenant without its return to the possession of such Tenant or its release from such sequestration or attachment within sixty (60) days thereafter; and

(d) A Tenant (i) institutes proceedings to be adjudicated a voluntary debtor or an insolvent; or (ii) consents to the filing of a bankruptcy proceeding against it; or (iii) files a petition or answer or consent seeking reorganization, readjustment, arrangement, composition or similar relief for itself under the federal bankruptcy laws or any other similar applicable law or practice; or (iv) consents to the filing of any such petition, or to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency for itself or a substantial part of its property; or (v) makes a general assignment for the benefit of its creditors; or (vi) is unable to or admits in writing its inability to pay its debts generally as they become due; or (vii) takes any action in furtherance of any of the aforesaid purposes.

1.4 "Force Majeure" means reasons beyond the reasonable control of the Tenants, including, without limitation, material damage by fire or other casualty, strikes, shortages of materials, civil unrest and acts of God.

1.5 "Managing Tenant" shall mean Bresler (as defined hereinabove).

1.6 "Option Price" shall be an amount equal to the net cash proceeds which would be fundable to the applicable Defaulting Tenant (hereinafter defined) in a circumstance where the Property were sold at a cash purchase price equal to its then fair market value (taking into account any and all deductions which would be made against the Defaulting Tenant's portion of such sales proceeds prior to an allocable portion thereof being distributed to such Defaulting Tenant). For purposes of the immediately preceding sentence, the term fair market value shall mean fair market value determined by a then current appraisal of the Property obtained by the Managing Tenant from an MAI qualified appraiser with substantial experience in the geographical area of the Property and with property types similar to that of the Property. The cost of any such appraisal shall be deducted from the Option Price.

1.7 "Property Manager" shall mean BLA Properties, LLC or succeeding property managers for the Property which are approved by each Tenant and by Lender.

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ARTICLE II PURPOSE

2.1 The Tenants shall each separately and solely own their tenant-in-common interest in the Property as described in this TCA and the Tenants, collectively, are entering into this TCA solely for the purpose of owning the Property and for the purpose of engaging in such other lawful activities as may be incidental, necessary or appropriate to the ownership, operation and management of the Property. The Tenants intend to cause the Property Manager to operate the Property at all times; accordingly, no Tenant shall have the right to occupy or use the Property at any time during the term of this TCA.

2.2 Title to the Property. The Property shall be owned by the Tenants as tenants-in-common pursuant to this TCA. No member, partner, officer or owner of any beneficial interest in any Tenant shall have any direct ownership interest in the Property, it being agreed and understood that all such ownership interests in any Tenant shall be considered personal property for all purposes.

ARTICLE III MANAGEMENT

3.1 The Managing Tenant shall generally manage the Tenant's interest in the Property on behalf of each Tenant while property management functions shall be undertaken by the Property Manager pursuant to its existing property management agreement with the Tenants. Either the Managing Tenant or Property Manager, as applicable, shall have the authority to enter into third party contracts (including, specifically, leases) to the extent the terms of the same are in accordance with the existing market conditions and otherwise on an arms' length basis, which such parameters are hereby agreed to by all Tenants.

3.2 So long as any portion of the Loan is outstanding, the Managing Tenant shall not be changed absent obtaining Lender's approval. Notices or legal service of any sort received by the Managing Tenant shall be deemed effective notice and service upon the Tenants collectively.

3.3 The Net Operating Income shall be distributed by the Tenants as they deem appropriate in their sole discretion; provided, however, the Tenants shall maintain adequate reserves sufficient to cover any tax and insurance and other payments, impounds, capital improvements, tenant improvement and/or leasing commission deposits required under the Loan Documents pertaining to the Property.

ARTICLE IV LIMITATION ON AUTHORITY/PARTITION

4.1 So long as any portion of the Loan is outstanding and without the prior written consent of the Lender, neither the Managing Tenant nor any Tenant on its own behalf or on behalf of the Tenants collectively shall have the power or authority to:

- (a) engage in any business or activity other than those permitted hereby;
- (b) do any act which would make it impossible to carry on the ordinary business of any Tenant or the Tenants collectively;
- (c) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business as permitted pursuant to the Loan Documents, or

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grant consensual liens on the Property; except, however, the Tenants are specifically authorized to obtain the Loan and execute the Loan Documents;

- (d) dissolve or liquidate any Tenant or terminate this Agreement or the tenancy-in-common relationship evidenced hereby;
- (e) undertake any Disposition except as may be permitted pursuant to the Loan Documents;
- (f) institute proceedings (or consent or acquiesce to any proceedings or actions) which would have the effect of an Event of Bankruptcy occurring with respect to any Tenant;
- (g) amend this Agreement in any respect or allow any TIC Interest pursuant to this TCA to be assigned or substituted; or
- (h) allow any Tenant to consolidate or merge with or into any other entity.

4.2 The Tenants agree that any encumbrance of the Property is prohibited without the prior written consent of Lender.

4.3 No Tenant has the right to (i) partition any portion of the Property; (ii) make application to any court or authority for a partition of the Property or for the appointment of a receiver for the Property; or (iii) commence or prosecute any action or proceeding for a portion of the Property or for the appointment of a receiver for the Property. Each Tenant hereby expressly waives and relinquishes all rights to seek a partition of the Property or the appointment of a receiver for the Property. Upon any breach of the provisions of this Section by any Tenant, the other Tenant shall be entitled to a decree or order restraining or enjoining such application, action, or proceeding. The provisions of this agreement shall be restrictions and conditions running with the land and shall be binding on and inure to the benefit of the successors, assigns and heirs of each Tenant.

ARTICLE V TENANTS' OBLIGATIONS

5.1 Tenants' Obligations. The Tenants each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this TCA including, without limitation (the obligations set forth below are referred herein collectively as the "TIC Obligations"):

(a) Documents. Executing documents required in connection with a sale or refinancing of the Property and such additional documents as may be required under this TCA or may be reasonably required to effect the intent of the Tenants with respect to the Property or any loans encumbering the Property.

(b) Additional Funds. Each Tenant will be responsible for a pro rata share, based on each Tenant's respective interest of any future cash needed in connection with the ownership, operation and maintenance of the Property. To the extent any Tenant fails to pay any funds pursuant to this section within fifteen (15) days after notice from the Managing Tenant that such additional funds are required, any other Tenant may pay such amount. The nonpaying Tenant shall reimburse the paying Tenant, within thirty (30) days of written demand, the amount of any such payments plus interest thereon at the rate of twelve percent (12%) per annum (but not more than the maximum rate allowed by law) until paid. Except as otherwise set forth herein, the

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remedies against a nonpaying Tenant provided for herein are in addition to any other remedies that may otherwise be available by law.

(c) **Waiver of Lien Rights.** Notwithstanding anything provided herein or at law or equity, in the event any Tenant fails to comply with any of the TIC Obligations applicable to it or is otherwise required to indemnify or pay any sums to any other Tenant hereunder, each of the other Tenants shall not have any right to file, assert or otherwise enforce any lien against the Property or any other assets, property or interests of such defaulting Tenant or any collateral for the Loan. In connection with the foregoing, the Tenants expressly waive any right to file, assert or otherwise enforce any lien against the Property or any other assets, property or interests of such defaulting Tenant or any collateral for the Loan, which a Tenant may have against such defaulting Tenant.

(d) **Subordination.** Notwithstanding anything to the contrary contained herein, the Tenants hereby expressly subordinate any and all claims against such defaulting Tenant, rights to indemnification from such defaulting Tenant or indebtedness owing by such defaulting Tenant to all indebtedness of the Tenants to Lender and will not assert any claim with respect to the foregoing unless and until all indebtedness owing from the Tenants to Lender under the Loan Documents is indefeasibly paid in full.

5.2 **Separateness Covenants.** Each of the Tenants shall abide by the separateness covenants in Section 1.32 of the Mortgage and Security Agreement securing the Loan and constituting one of the Loan Documents.

ARTICLE VI DEFAULT BY TENANT

6.1 **Events of Default.** For purposes of this TCA, each of the following shall be and constitute an event of default ("Event of Default") on behalf of the applicable Tenant, subject, however, to the extension of the applicable time periods set forth below during the continuation of a Force Majeure that prevents the performance of the applicable required acts:

(a) the occurrence of an Event of Bankruptcy with respect to a Tenant;

(b) except as set forth in Section 6.1(c) hereof, the passage of fifteen (15) days from the date notice is given (which notice shall specifically reference this Section 6.1(b)) to such Tenant by the other Tenants that such Tenant has failed to fully perform its obligations and duties or has violated any of its agreements or covenants under this Agreement, unless within such period such Tenant cures or corrects such failure or violation (or if such failure or violation cannot reasonably be cured or corrected within such period, such Tenant commences in good faith to effect such cure or correction and diligently pursues the same until fully effected within an additional period of time not to exceed thirty (30) days); or

(c) the passage of five (5) days from the date notice is given (which notice shall specifically reference this Section 6.1(c)) to such Tenant by the other Tenants that such Tenant has failed to pay when due its share of the operating and carrying costs, capital costs and emergency costs required or the passage of ten (10) days from the date notice is given (which notice shall specifically reference this Section 6.1(c)) to such Tenant by the other Tenants that such Tenant has failed to make any other payment due in connection with the Property, unless within such period such Tenant makes such payment in full.

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6.2 Effect of Event of Default.

(a) Upon the occurrence of an Event of Default with respect to a Defaulting Tenant, the Non-Defaulting Tenants shall have the right to exercise any remedies available to such Non-Defaulting Tenants at law or equity.

(b) From and after the date on which an Event of Default has occurred and is continuing, such Defaulting Tenant or its successor in interest shall not be entitled to participate in decisions requiring the consent or approval of such Tenant, and such decisions shall be made solely by the Non-Defaulting Tenants; provided, however, that if the Defaulting Tenant cures such default, such Defaulting Tenant shall cease to be a Defaulting Tenant and shall thereafter be entitled to participate in decisions requiring the consent or approval of the Tenants hereunder.

(c) The Defaulting Tenant shall indemnify and hold harmless all of the Non-Defaulting Tenants from all costs, penalties, liabilities and expenses (including, without limitation, attorneys' and paralegals' fees and court costs) which may be due and owing to any third party on account of or arising from the Event of Default.

(d) No Tenant may exercise the remedies provided for in this Section 6.2 if such Tenant is itself a Defaulting Tenant.

6.3 Right to Perform Other Tenants' Duties. If any Tenant shall at any time fail to perform any act on its part to be made or performed pursuant to this TCA or pursuant to applicable laws, then, any Non-Defaulting Tenant (but only if such Tenant is not itself a Defaulting Tenant), after five (5) days' notice to the Defaulting Tenant (or without notice in case of any emergency) and without waiving or releasing the Defaulting Tenant from any obligation to the Non-Defaulting Tenant contained in this TCA, may, but without the obligation to do so, (a) pay the Defaulting Tenant's share of operating and carrying costs, capital costs and emergency costs, according to its respective Tenants Interests, which may be then due and payable; (b) undertake to perform the duties of the Defaulting Tenant; and (c) make any other payment or perform any other act on the Defaulting Tenant's part to be made or performed under this Agreement and may enter upon the Property for such purpose and take all such action thereon as may be necessary therefor (each such payment, and all reasonable costs and expenses incurred in connection with the performance of any such act, including attorneys' and paralegals' fees, a "Default Advance"). All Default Advances so paid by such Non-Defaulting Tenant, together with interest thereon at a rate equal to the lesser of eighteen percent (18%) per annum or the Maximum Lawful Rate from the respective date made by such Non-Defaulting Tenant, shall be paid by the Defaulting Tenant to such Non-Defaulting Tenant from the sums to be distributed to the Defaulting Tenant. Accordingly, the Defaulting Tenant hereby agrees that all sums payable to it in connection with the Property shall be distributed instead to such Non-Defaulting Tenant until all Default Advances of the Defaulting Tenant, together with all interest thereon, have been paid in full. If all Tenants are Defaulting Tenants, then no distributions in connection with the Property shall be made until at least one Tenant no longer is a Defaulting Tenant. All repayments of Default Advances shall be applied first to accrued interest and then to principal.

6.4 Purchase of Defaulting Tenant's Interest.

(a) Without limitation to any other remedies the Non-Defaulting Tenants may enjoy at law or equity, the Non-Defaulting Tenants shall have the option to acquire the Tenant Interest of any Defaulting Tenant for cash consideration equal to the Option Price. The Non-Defaulting Tenant shall be entitled to acquire the interest of any Defaulting Tenant based upon the pro rata ownership amongst the Non-Defaulting Tenants who are interested in acquiring such interest.

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The Non-Defaulting Tenants may exercise such purchase option upon thirty (30) days prior written notice to the Defaulting Tenant.

(b) To the extent the Non-Defaulting Tenants do not undertake to purchase the interest of any Defaulting Tenant pursuant to the terms of this Section 6.4, then, at Lender's discretion, Lender may require that the Managing Tenant itself acquire the Tenant Interest of all Defaulting Tenants whereupon such acquisition shall be undertaken for cash at the Option Price in accordance with the terms otherwise required for such acquisition pursuant to this Section 6.4.

(c) Upon the consummation of any purchase of the Defaulting Tenant's interest pursuant to this Section 6.4, such Defaulting Tenant shall provide a warranty deed with respect to its Tenant Interest to the purchasing Non-Defaulting Tenants in the percentages of ownership designated by the Non-Defaulting Tenants. To the extent any Defaulting Tenant should fail to so provide a warranty deed in accordance with the terms of this Section 6.4, the Managing Tenant shall be entitled to execute such warranty deed as agent and attorney-in-fact for such Defaulting Tenant(s). It is expressly acknowledged and agreed by each of the Tenants that the appointment of the Managing Tenant pursuant to the immediately preceding sentence is intended to be irrevocable and an appointment coupled with an interest.

6.5 Managing Tenant as Defaulting Tenant. To the extent the Managing Tenant shall be a Defaulting Tenant, then the Non-Defaulting Tenant with the largest Tenant Interest shall be deemed to be the Managing Tenant so long as the original Managing Tenant continues to be a Defaulting Tenant.

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ARTICLE VII LENDER PROVISIONS

7.1 Agent for Service of Process/Notice. The Managing Tenant is hereby designated as (i) the agent for service of process for all of the Tenants with respect matters pertaining to this TCA or the Property; (ii) the sole party for whom all decisions regarding the Property may be made on behalf of all Tenants and all Tenants hereby authorize Managing Tenant to make all such decisions in the place and stead of such Tenants; and (iii) the party under this TCA to whom any and all notices and other communication from Lender to any one or more of the Tenants should be delivered or communicated (and such designation shall be changed to another party under this TCA only following thirty (30) days prior written notice to Lender), it being agreed that all notices received by Managing Tenant shall constitute and be deemed notice to all Tenants, and that Lender will send notice to Managing Tenant in accordance with the terms of the Loan Documents evidencing the Loan. For any notice or other communication to be sent hereunder to any one or more of the Tenants, a single such notice to the Managing Tenant shall be effective as notice to the applicable Tenants and multiple copies of the same notice shall not be required to be separately delivered to each Tenant in order for such notice to be effective to applicable Tenants.

7.2 Material Notices to Lender. So long as any portion of the Loan is outstanding, all notices of any material nature (including, without limitation, any notice of a circumstance which with further notice or the passage of time or both would constitute an Event of Default) by the Managing Tenant to another Tenant or between Tenants shall be simultaneously provided to Lender in accordance with the notice provisions provided in the Loan Documents.

7.3 Subordination and Standstill. It is specifically agreed by Tenants that this TCA and all rights (whether stated herein, at law or in equity), remedies of, and indemnities benefiting, the Tenants hereunder or under any property management or the Loan Documents including, without limitation, any rights of first refusal or options to purchase the interests of any other Tenant in the Tenants and/or the Property and any right of first refusal arising under Section 363(i) of Chapter 11 of the United States Bankruptcy Code., are hereby expressly made fully JUNIOR, SECONDARY, SUBJECT and SUBORDINATE to the rights and remedies of the Lender under the Loan Documents, including future advances made by Lender. It is further agreed that the rights and remedies subordinated in the foregoing sentence shall include, but not be limited to, purchase options, rights of first refusal and rights to purchase the Property under Section 363(i) of the Bankruptcy Code. To the extent that any one or more of the Tenants have, or in the future obtains, any lien or other interest whatsoever in and to the Property, such lien or other interest shall be and hereby is WAIVED, RELEASED and DISCHARGED in its entirety.

7.4 Lender Third Party Beneficiary. It is specifically agreed by Tenants that Lender shall be a third party beneficiary under this TCA.

ARTICLE VIII MISCELLANEOUS

8.1 This TCA constitutes the entire agreement among the Tenants. No alleged covenant, representation or condition not expressed in this Agreement shall effect or be effective to interpret, change or restrict the expressed provisions of this Agreement.

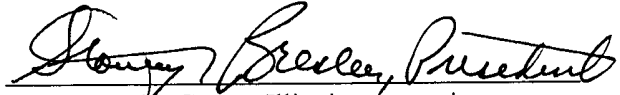
8.2 This Agreement shall be construed in accordance with the laws of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original.

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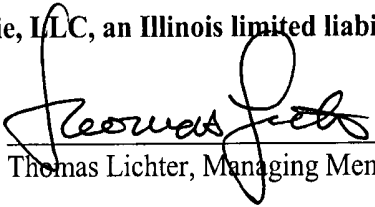
IN WITNESS WHEREOF, the Tenants hereto have executed this Agreement as of the day and year first written above.

TENANTS IN COMMON:

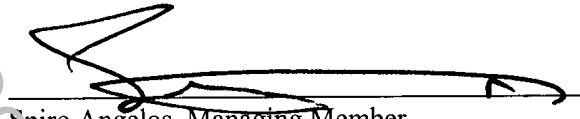
Bresler Skokie, LLC, an Illinois limited liability company

By: 
Bresler Realty Co., an Illinois corporation,
Managing Member

Lichter Skokie, LLC, an Illinois limited liability company

By: 
Thomas Lichter, Managing Member

Angelos Skokie, LLC, an Illinois limited liability company

By: 
Spiro Angelos, Managing Member

Property of Cook County Clerk's Office

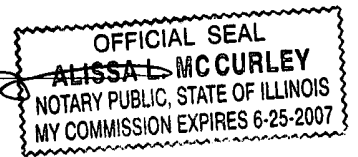
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Alissa L McCurley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanley Bresler, 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 President of Bresler Realty Co., an Illinois corporation, and Manager of Bresler Skokie, LLC, an Illinois limited liability company, pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of February, 2007.


Notary Public



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Alissa L McCurley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Lichter, 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 Manager of Lichter Skokie, LLC, an Illinois limited liability company, pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of February 2007.


Notary Public



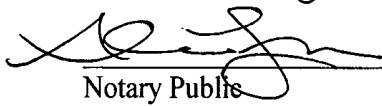
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Alissa L McCurley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Spiro Angelos, 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 Manager of Angelos Skokie, LLC, an Illinois limited liability company, pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of February 2007


Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT ROAD (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT 0608239035.

Permanent Index Nos. 10-15-115-017-0000 and 10-15-115-020-0000

Street Address: 9333 Skokie Boulevard, Skokie, IL 60077