



Doc#: 0715717024 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2007 10:07 AM Pg: 1 of 13

**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

Vedder, Price, Kaufman & Kammholz, P.C.
Attn: Pearl A. Zager, Esq.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601

SECOND AMENDMENT TO MORTGAGE

This SECOND AMENDMENT TO MORTGAGE (this "Second Amendment") is made as of April 30, 2007, by and among WILSON YARD DEVELOPMENT I, LLC, an Illinois limited liability company ("Development"), whose address is 1333 N. Kingsbury, Suite 305, Chicago, Illinois, 60622, and WILSON YARD PARTNERS, L.P., an Illinois limited partnership ("Partners"), whose address is 1333 N. Kingsbury, Suite 305, Chicago, Illinois, 60622, in favor of BRIDGEVIEW BANK GROUP, with an office at 4753 North Broadway, Chicago, Illinois, 60640 (the "Bank").

WITNESSETH:

WHEREAS, Development is justly indebted and liable to Bank pursuant to that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 22, 2005 and filed for record with the Recorder of Deeds of Cook County, Illinois on December 12, 2005 as document number 0535403032 (the "Original Mortgage") as amended by that certain First Amendment to Mortgage and Joinder Agreement dated May 19, 2006, made by Development, Partners and Bank and filed for recording with the Recorder of Deeds of Cook County, Illinois on May 19, 2006 as document number 0613912129 ("First Amendment," and together with the Original Mortgage, the "Mortgage"). The Mortgage secures, among other things, Development's obligations under that certain Construction Loan and Security Agreement dated November 22, 2005 as amended by that certain Amendment to Construction Loan and Security Agreement dated November 21, 2006, and that certain Second Amendment to Construction Loan and Security Agreement dated of even date herewith, each made by and between Development and Bank (the "Loan Agreement") and that certain replacement Note dated of even date herewith given by Development to the Bank (the "Note").

NOW, THEREFORE, for and in consideration of the preambles hereto, the sum of TEN DOLLARS (\$10.00), the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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1. Definitions and Exhibits. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage. All exhibits, schedules and attachments referenced in this Second Amendment and all preambles hereto shall be deemed incorporated herein by this reference.

2. Consent to Principal Interest. Pursuant to the Loan Agreement and the Note, the aggregate principal amount of the Loan is increased to Thirteen Million and no/100 Dollars (\$13,000,000.00). Development and Partners hereby acknowledge such increase and confirm the lien of the Mortgage therefor.

3. Representations, Covenants and Warranties of Development. Development hereby represents to, warrants and covenants with the Bank that:

(a) The Mortgage and the Loan Agreement are currently in full force and effect, and the Mortgage constitutes a valid and enforceable lien on the Property. With the exception of the Permitted Encumbrances set forth in the Mortgage, there presently exists no third party having an interest in the Property which is on a parity with or superior to the interest of the Bank.

(b) Development has complied with the provisions of the Mortgage in all material respects, and Development is not in default under any provisions thereof and no event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default by Development under the Mortgage.

(c) There presently exists no setoff, defense or counterclaim available to any party to the Mortgage and Development has not received notice of, and has no knowledge of, any setoff, counterclaim or other defense available to any such party.

(d) Development has neither agreed to nor has any knowledge or is in receipt of any notice of any waivers under, amendments or other modifications of, assignments of rights or obligations under, or defaults under the Mortgage.

4. Representations, Covenants and Warranties of Development and Partners. Each of Development and Partners hereby represent, covenant and warrant to the Bank that each of Development and Partners has the full right and power to execute, deliver and perform this Second Amendment according to its terms without the necessity of consent of or joinder with another; when executed and delivered, this Second Amendment shall constitute a valid and binding agreement, enforceable according to its terms and as to all related entities, successors, subsidiaries, affiliates, agents and assigns.

5. Successors and Assigns. This Second Amendment and all of the terms and conditions set forth herein shall extend to and be binding upon each of the parties hereto and upon each of said parties' respective executors, administrators, successors and permitted assigns.

6. Severability. In the event that any provision of this Second Amendment or any operation contemplated hereunder is found by any court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to

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control and the Second Amendment shall be regarded as modified accordingly, and, in any event, the remainder of this Second Amendment shall continue in full force and effect.

7. Mortgage Otherwise Unchanged. Except as specifically set forth herein, all terms and conditions of the Mortgage shall remain in full force and effect and nothing herein contained invalidates or shall invalidate any security now held by the Bank for the obligations of Development or Partners, as the case may be, under the Mortgage or the Loan Agreement or impair or release any covenant, condition, agreement or stipulation contained therein.

8. Governing Law. This Second Amendment, and all matters relating hereto, including any matter or dispute arising out of the Second Amendment, shall be interpreted, governed, and enforced according to the laws of the State of Illinois.

9. Counterparts. This Second Amendment may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which collectively shall constitute one (1) agreement.

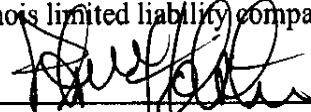
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Development and Partners hereto have caused this Second Amendment to be executed as of the day and year first written above.

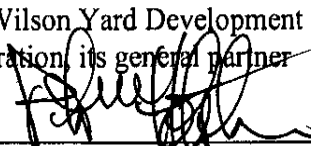
DEVELOPMENT:

WILSON YARD DEVELOPMENT I LLC,
an Illinois limited liability company

By: 
Peter M. Holsten, Managing Member

PARTNERS:

WILSON YARD PARTNERS, LP,
an Illinois limited partnership

By: Wilson Yard Development Corporation, its general partner
By: 
Peter M. Holsten, President

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Peter M. Holsten, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Managing Member of WILSON YARD DEVELOPMENT I LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of MAY, 2007.



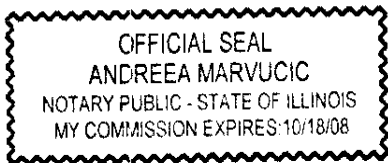
Andreea Marvucic

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Peter M. Holsten, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of WILSON YARD DEVELOPMENT CORPORATION, the general partner of WILSON YARD PARTNERS, LP, an Illinois limited partnership, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, as the general partner of said limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of May, 2007.



Andreea Marvucic

Notary Public

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

PARCEL 1: (CTA PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF BROADWAY, 1,124 FEET SOUTHEAST FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET;

THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO, AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY, MEASURED AT RIGHT ANGLES THERETO;

THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO; 64.03 FEET;

THENCE SOUTHERLY ON A STRAIGHT LINE, 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 47.41 FEET TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE WEST ON THE NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 277.84 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 112 DEGREES 08 MINUTES 08 SECONDS FROM EAST TO NORTHWEST, WITH SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE 42.60 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 168 DEGREES 33 MINUTES 30 SECONDS FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 177 DEGREES 45 MINUTES 33 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 26.51 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 183 DEGREES 10 MINUTES 25 SECONDS, FROM SOUTH THROUGH EAST TO

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LEGAL DESCRIPTION (CONT.)

NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 131.04 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 32.80 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 91 DEGREES 31 MINUTES 33 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 100.32 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 94 DEGREES 52 MINUTES 30 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.43 FEET;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 89 DEGREES 59 MINUTES 58 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 59.42 TO A POINT;

THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 16 MINUTES 20 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 148.08 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 07 MINUTES 36 SECONDS, FROM SOUTHEAST THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 94.43 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 78 DEGREES 37 MINUTES 46 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, SAID LINE BEING ALSO 168 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST WILSON AVENUE, A DISTANCE OF 15.87 FEET TO A POINT ON A LINE

SAID LINE BEING DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET;

THENCE SOUTHERLY ALONG SAID LINE

DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE

UNOFFICIAL COPY**LEGAL DESCRIPTION (CONT.)**

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SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET; THENCE SOUTHWESTERLY ON A COURSE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 4.11 FEET TO THE SOUTHERLY TERMINUS OF SAID LINE,

A DISTANCE OF 273.71 FEET TO A POINT; SAID POINT BEING ALSO THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 4.11 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 96 FEET TO A POINT;

THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 85 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 10 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 70 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WEST LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 200 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 400 FEET TO A POINT;

THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION (CONT.)

PARCEL 2: (ASUZA PARCEL)

THAT PART OF THAT NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF BROADWAY, 1,124 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET; THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 40 FEET SOUTH OF THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, 64.03 FEET; THENCE SOUTHERLY ON A STRAIGHT LINE 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE 47.41 FEET TO NORTH LINE OF MONTROSE AVENUE; THENCE EAST ON THE NORTH LINE OF MONTROSE AVENUE 125.31 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF BROADWAY; THENCE NORTHWESTERLY ON THE WESTERLY LINE OF BROADWAY 280.43 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (MONTROSE PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF BROADWAY ROAD (FORMERLY EVANSTON AVENUE), 475 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE; THENCE CONTINUING SOUTHEASTERLY ON THE WESTERLY LINE OF BROADWAY ROAD, 225 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 95 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF BROADWAY ROAD, 200 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD 70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

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EXHIBIT B LEGAL DESCRIPTION
OF TRANSFERRED PROPERTY
FAMILY BUILDING PARCEL

ALL THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1123.98 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WEST WILSON AVENUE AS MEASURED ALONG SAID WESTERLY LINE OF BROADWAY, AND RUNNING;

THENCE NORTH 24 DEGREES 33 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF BROADWAY (BASIS OF BEARINGS ASSUMED), A DISTANCE OF 333.78 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 53.51 FEET;

THENCE SOUTH 10 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 233.45 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 57.19 FEET, MORE OR LESS, TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM:

THAT PART OF THE FOREGOING DESCRIPTION LYING IN A VERTICAL PLANE BETWEEN AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1123.98 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WEST WILSON AVENUE AS MEASURED ALONG THE WESTERLY LINE OF BROADWAY (FORMERLY EVANSTON AVENUE), AND RUNNING;

THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 54.18 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 13.19 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 55.91 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 9.67 FEET;

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THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 26.27 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.33 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 27.17 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.83 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.67 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 30.68 FEET;

THENCE SOUTH 79 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 1.12 FEET;

THENCE NORTH 10 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 187.26 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.51 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY;

THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 43.91 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 12.50 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 9.33 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 18.50 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.25 FEET, MORE OR LESS, TO THE WESTERLY LINE BROADWAY;

THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 279.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.