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Doc#: 0803133031 Fee: \$48.00
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Cook County Recorder of Deeds
Date: 01/31/2008 08:51 AM Pg: 1 of 13

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SECOND MODIFICATION OF LOAN DOCUMENTS

by

RELIANCE LANE INVESTORS I, LLC, an Illinois limited liability company

to and for the benefit of

MIDAMERICA BANK, FSB, a Federal Savings Bank (a National City Company)

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Aaron B. Zarkowsky
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606

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SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Modification") is made as of the 3rd day of January, 2008, by and among RELIANCE LANE INVESTORS I, LLC, an Illinois limited liability company ("Borrower") and MIDAMERICA BANK, FSB, a federal savings bank, (a **National City Company**), its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the maximum principal amount of Ten Million Seven Hundred Fifty Thousand and no/100 Dollars (\$10,750,000) pursuant to the terms and conditions of a Loan and Security Agreement dated as of January 16, 2007 between Borrower and Lender (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated January 16, 2007, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things the following documents each dated as of January 16, 2007: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on January 17, 2007, as Document No. 0701755341 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Environmental Indemnity Agreement from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iii) certain other loan documents (the Note, the Mortgage, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty dated as of January 16, 2007 from Jerrol Iseberg, Leon J. Teichner, Konstantinos Haramaras, and Steve Haramaras (each a "Guarantor" and collectively the "Guarantor") to Lender (the "Guaranty").

D. Borrower initially acquired 3610 W. Touhy, Skokie, Illinois. Borrower subsequently acquired 3600 W. Touhy, Skokie, Illinois. The 3600 W. Touhy property was encumbered by the Mortgage by an amendment to the Loan Documents pursuant to that certain First Modification of Loan Documents dated as of January 23, 2007 and recorded in the Recorder's Office on February 1, 2007 as Document No. 070342012.

E. The Borrower has made a Request for Advance for the final disbursement of Loan Proceeds to acquire 3650 and 3710 W. Touhy, and 3649 W. Chase, Skokie, Illinois. As a result of such Request for Advance, the Borrower has requested that the principal amount of the Loan be increased and the Maturity Date be extended.

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AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification as representations and warranties of the Borrower), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Modifications to the Loan Documents.**

(a) **Maturity Date.** The Maturity Date of the Note is hereby extended to April 30, 2008. All references in the Note, the Mortgage and the other Loan Documents to the Maturity Date shall mean April 30, 2008.

(b) **Maximum Principal Amount of the Loan.** The maximum principal amount of the Loan is hereby increased to Twelve Million and no/100 Dollars (\$12,000,000). All references in the Note, the Mortgage, and the other Loan Documents to the maximum principal amount of the loan shall mean Twelve Million and no/100 Dollars (\$12,000,000).

2. **Incorporation of Additional Property Secured by the Mortgage.**

(a) **Amendment to Exhibit A to the Mortgage.** The Mortgage is hereby amended by amending and replacing Exhibit A attached to the Mortgage in its entirety and replacing therefor Exhibit A attached to this Modification.

(b) **Other Confirmatory Amendments.** Borrower hereby confirms and ratifies all of the obligations and liabilities under each and every Loan Document, which liabilities and obligations are now identified as referring to the Property (or Premises, as such term may be used in any of the Loan Documents) as the Property set forth on Exhibit A attached to this Modification. The Loan Documents, all as amended by this Modification (collectively, as amended "Loan Documents"), are hereby amended to reflect and secure the Loan as amended by this Modification on the terms hereof.

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender that: (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof; (b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents; and (c) Borrower has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification and the performance of the Loan

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Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

4. **Conditions Precedent.** The agreement of Lender to amend the Loan Documents as set forth herein is subject to the following conditions precedent:

(a) Lender shall have received this Modification duly executed by an authorized individual for each entity and by each individual that is a party hereto.

(b) Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to modify the existing policy or issue an endorsement to Lender's title insurance policy (the "Title Policy"), as of the date this Modification is recorded, reflecting the recording of this Modification and insuring the first priority of the lien of the Mortgage, subject only to the Permitted Exceptions and any other encumbrances expressly agreed to by Lender.

(c) Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys fees and expenses.

(d) Not later than thirty (30) days subsequent to the date of this Modification the Lender shall have received the Guarantor's Affirmation and Consent.

(e) In consideration of the Lender's agreement to extend the Maturity Date and the , the Borrower shall pay to the Lender a non-refundable fee in the amount of Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250), which shall be due and payable in full as a condition precedent to the Lender's obligations this Modification.

5. **Miscellaneous.**

(a) This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(c) This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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(d) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby.

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

(f) Time is of the essence of each of Borrower's obligations under this Modification.

(Signature Page Follows)

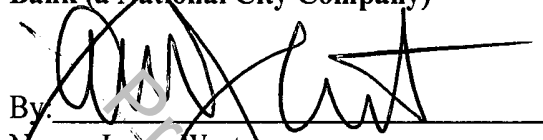
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

LENDER:

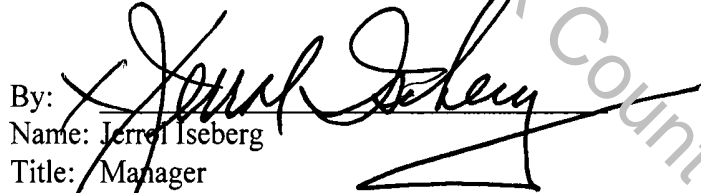
MIDAMERICA BANK, FSB, a Federal Savings Bank (a National City Company)

By: 
Name: James West
Title: Senior Vice President

BORROWER:

RELIANCE LANE INVESTORS I, LLC,
an Illinois limited liability company

By: Touhy Center, LLC, an Illinois limited liability company,
its manager

By: 
Name: Jerrold Iseberg
Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) *Kane*) .ss
COUNTY OF ~~COOK~~)

I Ana Gaytan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James West, Senior Vice President of **MIDAMERICA BANK, FSB, a Federal Savings Bank (a National City Company)**, 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 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 15th day of January, 2008.



Ana Gaytan
Notary Public

My Commission Expires: 7-10-10

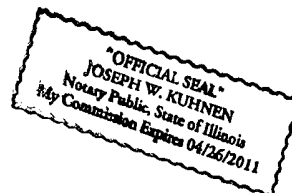
STATE OF ILLINOIS)
)) SS
COUNTY OF Cook)

I Joseph W. Kuhn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerrol Iseberg, manager/managing member of Touhy Center, LLC, an Illinois limited liability company, manager of RELIANCE LANE INVESTORS I, LLC, an Illinois limited liability company, 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 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 17th day of 1, 2008.

Joseph W. Kuhn
Notary Public

My Commission Expires: _____



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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

LENDER:

**MIDAMERICA BANK, FSB, a Federal Savings
Bank (a National City Company)**

By: _____

Name: James West

Title: Senior Vice President

BORROWER:

RELIANCE LANE INVESTORS I, LLC,
an Illinois limited liability company

By: Touhy Center, LLC, an Illinois limited liability company,
its manager

By:  _____

Name: Jerrol Iseberg

Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James West, Senior Vice President of **MIDAMERICA BANK, FSB, a Federal Savings Bank (a National City Company)**, 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 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 _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS

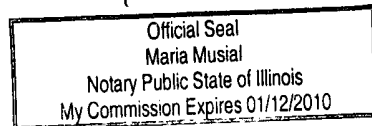
I Maria Musial, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerrol Iseberg, manager / managing member of Touhy Center, LLC, an Illinois limited liability company, manager of RELIANCE LANE INVESTORS I, LLC, an Illinois limited liability company, is personally 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 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 15th day of January, 2008.

Maria Musial

Notary Public

My Commission Expires: 01/12/10



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EXHIBIT A

THE PROPERTY

PARCEL 1 3600 W. Touhy, Skokie, Illinois

PINS: 10 26 402 019 0000; 10 26 402 032 0000; 10 26 402 034 0000; 10 26 402 035 0000

PARCEL 1A: TRACT D-5;

THAT PART OF THE EAST 210.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE LINE WHICH IS 917.45 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; AND ALSO LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, (EXCEPTING THEREFROM THAT PART DEDICATED FOR ST. LOUIS AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 1B: TRACT D-1;

THAT PART OF THE SOUTH 340.05 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 26). LYING NORTH OF A LINE 30.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, AND LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, AND LYING WEST OF A LINE 210.00 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPTING THEREFROM THAT PART DEDICATED FOR ST. LOUIS AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 1C: TRACT D-2;

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 440.18 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 200 FEET FOR A POINT OF BEGINNING OF A TRACT OF LAND HEREIN TO BE DESCRIBED, CONTINUING THENCE EAST ALONG SAID PARALLEL LINE, 218.87 FEET TO A POINT THAT IS 240 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26 AS MEASURED ALONG SAID PARALLEL LINE; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, A DISTANCE OF 100 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 26, 218.89 FEET TO A POINT THAT IS 200 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 AS MEASURED ALONG THE AFORESAID PARALLEL LINE, THENCE NORTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 100 FEET TO POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART DEDICATED FOR ST. LOUIS AVENUE), IN COOK COUNTY, ILLINOIS.

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Parcel 1D: Tract D-3

THAT PART OF THE SOUTHWESTERLY 1/4 OF THE SOUTHEASTERLY 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, 500.18 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4; THENCE EAST, PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4, 200.0 FEET; THENCE SOUTH, PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 160.0 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID SOUTH LINE OF THE SOUTHEAST 1/4, 200.0 FEET TO THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION, 160.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1E: TRACT D-4;

THAT PART OF THE SOUTHWESTERLY 1/4 OF THE SOUTHEASTERLY 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 500.18 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE, 141.52 FEET TO THE SOUTH LINE OF THE EASEMENT CREATED BY DOCUMENT NO. 15716523; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4, BEING ALSO THE SOUTH LINE OF SAID EASEMENT, 192.76 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 189.79 FEET, A DISTANCE OF 7.24 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4, 141.38 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4, 200.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 3650 W. Touhy, Skokie, Illinois

PIN: 10 26 318 034 0000

LOT 1 IN NATIONAL WAX SUBDIVISION OF THE SOUTH 1/2 (EXCEPT THE EAST 400 FEET AND THE WEST 10 1/2 ACRES) OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3: 3710 W. Touhy, Skokie, Illinois
 PINS: 10 26 318 032 0000; 10 26 318 033 0000

THAT PART OF THE WEST 10.5 ACRES OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 10.5 ACRES, 205.75 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 180.81 FEET TO THE WEST LINE OF THE EAST 1/2 OF THAT PART OF SAID WEST 10.5 ACRES WHICH LIES EAST OF A LINE WHICH IS 330.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF HAMLIN AVENUE, SAID CENTER LINE OF HAMLIN AVENUE BEING IDENTICAL WITH THE WEST LINE OF THE SAID SOUTH 1/4; THENCE SOUTH ALONG SAID LAST DESCRIBED WEST LINE (BEING HEREINAFTER REFERRED TO AS LINE 'A') 427.43 FEET TO THE NORTH LINE OF TOUHY AVENUE, BEING A LINE 33.0 FEET, MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE OF TOUHY AVENUE, 47.015 FEET TO AN INTERSECTION WITH A LINE 47.00 FEET, MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE AFOREMENTIONED LINE 'A';

THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, 248.47 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 10.5 ACRES FROM A POINT ON SAID EAST LINE, 383.49 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 133.81 FEET TO THE EAST LINE OF SAID WEST 10.5 ACRES; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 177.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: 3610 W. Touhy, Skokie, Illinois
 PIN: 10-26-318-020

Parcel 4: Tract C

THE EAST 400 FEET OF THAT PARCEL OF LAND DESCRIBED AS THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT CERTAIN PARCEL OF LAND TAKEN BY CONDEMNATION DESCRIBED AS FOLLOWS: THE NORTH 21 FEET OF THE EAST 400 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING ON A POINT ON THE NORTH LINE OF SAID PROPERTY AT A POINT 75 FEET EAST OF THE EAST LINE OF MONTICELLO AVENUE, AS EXTENDED SOUTH; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 6 DEGREES 36 MINUTES, A DISTANCE OF 182.71 FEET TO A POINT, SAID POINT BEING THE EXISTING SOUTH LINE OF CHASE AVENUE, IN COOK COUNTY, ILLINOIS.

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PARCEL 5: 3649 W. Chase Ave., Skokie, Illinois
PIN: 10 26 318 035 0000

LOT 2 IN NATIONAL WAX SUBDIVISION OF THE SOUTH ½ (EXCEPT THE EAST 400 FEET AND THE WEST 10 ½ ACRES) OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office