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Prepared by and upon
recording return to:

John E. Bonini, Esq.
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Insurance Company
1500 Main Street, TS28
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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Loan No. 08202

OMNIBUS AMENDMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

This **OMNIBUS AMENDMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS** (this "Amendment") is made as of the 15th day of May, 2008 (the "Effective Date") by and between **PKY FUND CHICAGO II, LLC**, a Delaware limited liability company having an address of c/o PKY Fund, LLC, One Jackson Place, Suite 1000, 188 East Capitol Street, Jackson, Mississippi 39201 ("**Borrower**") and **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation having an address of c/o Babson Capital Management LLC, 1500 Main Street, Suite 2100, Springfield, Massachusetts 01115-5189, Attention: Managing Director, Real Estate Finance Group, in its capacity as initial Lender (as defined in the Mortgage)(the "**Initial Lender**") and as Administrative Agent (as defined below).

RECITALS:

A. Initial Lender made a loan in the principal amount of Sixty Million and 00/100 Dollars (\$60,000,000.00) (the "**Loan**") to Borrower, and in evidence of the Loan, Borrower executed and delivered to Initial Lender a certain Promissory Note dated as of February 15, 2008 (the "**Original Note**") in the stated principal amount of Sixty Million and 00/100 Dollars (\$60,000,000.00);

B. To secure the Original Note, Borrower executed and delivered to Initial Lender a certain Mortgage and Security Agreement and Fixture Filing dated as of February 15, 2008 (the "**Mortgage**") encumbering real property in Chicago, Illinois, legally described on Exhibit A attached hereto (the "**Mortgaged Property**"), which Mortgage was recorded in the appropriate real property records recording office in Cook County, Illinois (the "**Recorder**") on February 19, 2008 as Document No. 0805034120;

C. To further secure the Original Note, Borrower executed and delivered to Initial Lender a certain Assignment of Leases and Rents also dated as of February 15, 2008 (the "**Assignment of Leases**") assigning to Initial Lender all the rents, issues, profits and leases of and from the Mortgaged Property, which Assignment of Leases was recorded with the Recorder on February 19, 2008 as Document No. 0805034121;

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D. Initial Lender is the owner and holder of the Original Note, the Mortgage, the Assignment of Leases and various other documents evidencing and securing the Loan (all documents which now or hereafter evidence or secure the Loan are referred to as the “**Loan Documents**”).

E. The Mortgage granted Initial Lender the right to sell, transfer or assign all or any part of its interest in the Loan, and to split or divide the Original Note and Mortgage. Concurrently herewith, Initial Lender has assigned a part of its interest in the Loan to **MÜNCHENER HYPOTHEKENBANK EG**, a German cooperative company (“**Münchener**”), and in connection with such assignments Borrower has agreed to execute and deliver to Initial Lender and Münchener, as the case may be, two (2) Replacement Notes (defined below), which will collectively replace the Original Note and collectively continue to evidence the same Sixty Million and 00/100 Dollars (\$60,000,000.00) Loan.

F. Borrower and Administrative Agent, in connection with substituting the Replacement Notes for the Original Note, have agreed to simultaneously modify the Loan Documents pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above recitals, and for value received, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Affirmation of Recitals.** The recitals set forth above are true and correct.
2. **Definition of Terms.** All initial-capitalized terms not expressly defined in this Amendment shall bear the same respective definitions herein as they bear in the Mortgage, as herein modified.
3. **Amendments to Definitions in the Loan Documents.**

A. As used in each of the Loan Documents (including, without limitation, this Amendment), the terms “Note” and “Notes”, as applicable, from and after the Effective Date shall mean singly or collectively, as applicable, (i) that certain Promissory Note of even date herewith from Borrower to Münchener in the original principal amount of Thirty Million and 00/100 Dollars (\$30,000,000.00) (the “**Münchener Note**”), and (ii) that certain Promissory Note of even date herewith from Borrower to Initial Lender in the original principal amount of up to Thirty Million and 00/100 Dollars (\$30,000,000.00) (the “**MassMutual Note**”), together with any and all renewals, modifications, amendments, restatements, consolidations, severances, substitutions, replacements and extensions of the Münchener Note and the MassMutual Note (singly each a “**Replacement Note**” or a “**Note**” and collectively, the “**Replacement Notes**” or the “**Notes**”).

B. The definition of the term “Loan Documents” is hereby amended to include the Replacement Notes, this Amendment, that certain Ratification and Confirmation of Recourse Guaranty Agreement of even date herewith, and that certain

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Ratification and Confirmation of Environmental Indemnification Agreement of even date herewith.

4. **Lender.** As provided in the Loan Documents, "Lender" means the holder(s) from time to time of the Note. Because there are multiple holders of the Notes, the holders of the Notes have appointed, designated and authorized an administrative agent ("**Administrative Agent**") to take such action on behalf of the holders of the Notes under the Loan Documents and to exercise such powers and perform such duties as are expressly delegated to "Lender" by the terms of the Loan Documents, together with such powers as are reasonably incidental thereto. Therefore, without limiting the generality of the foregoing, (1) Borrower (a) is entitled to rely on the Administrative Agent for any waiver, amendment, approval or consent given by "Lender" under the Loan Documents, (b) shall adhere only to waivers, amendments, approvals or consents given by Administrative Agent, as "Lender", under the Loan Documents, and (c) shall make all payments under the Notes and the other Loan Documents to Administrative Agent, as set forth herein, and (2) Administrative Agent shall, on behalf of all of the holders of the Notes, be permitted to take all actions, including exercising all remedies, permitted to be taken by "Lender" under the Loan Documents (either by law or pursuant to the terms of the Loan Documents), and (3) all legal action taken respecting the Loan Documents shall be taken by the Administrative Agent on behalf of the Lenders, and all default notices under the loan Documents will be provided by the Administrative Agent. Until the Lenders notify Borrower otherwise, the Administrative Agent is Massachusetts Mutual Life Insurance Company. The use of the term "agent" in this Amendment with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. Notwithstanding anything to the contrary contained in the Replacement Notes, unless otherwise directed by Administrative Agent in writing, all payments under the Replacement Notes shall be made by wire transfer of immediately available funds or equivalent to the bank and bank account designated by Administrative Agent.

The rights and obligations between each Lender and the Administrative Agent are governed by that certain Amended and Restated Master Intercreditor and Servicing Agreement, dated as of March 31, 2008, by and among Massachusetts Mutual Life Insurance Company, as Administrative Agent and a Lender, Babson Capital Management LLC, as Servicer, and Münchener Hypothekbank eG, as a Lender.

5. **Application of Payments.** Each payment received by Administrative Agent under the Notes and the other Loan Documents shall be applied in the following order:

- A. First, to the interest due on any Advances made by Lenders under any instrument which is a Loan Document;
- B. Next, to the principal amount of any Advances made by Lenders under any instrument which is a Loan Document;

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C. Next, to Late Charges, attorney's fees or any other amount due under the Notes or under a Loan Document save for the amounts described in (D) and (E) immediately below;

D. Next, to any Prepayment Fee (as defined in the Replacement Notes) due under the Replacement Notes;

E. Next, to accrued interest due under the Replacement Notes; and

F. Finally, to the principal balance of the Replacement Notes.

All amounts to be applied to the Notes (except interest, which is to be applied based upon the applicable interest rate and the outstanding principal balance of each Replacement Note) shall be applied prorata among the Replacement Notes in accordance with the then outstanding principal balances thereof.

Notwithstanding the foregoing, in the event that Borrower does not pay the outstanding principal balance and accrued interest due under the Notes, when due, whether on the Maturity Date or on any earlier date as a result of acceleration of the Notes, Administrative Agent at its option shall apply any payments it then receives in such order as Administrative Agent deems appropriate in its sole discretion.

6. **Default Rate.** The definition of Default Rate in Article I of the Mortgage is hereby deleted and the following is substituted therefor:

“Default Rate” has the meaning defined in each of the respective Replacement Notes.

7. **Costs of Enforcement.** Section 2.13 of the Mortgage is hereby amended to add the following at the end of said Section 2.13:

“At all times when there are multiple Lenders, each holding one or more Notes or an interest therein, Borrower’s obligations under this Section 2.13 shall be limited to pay or reimburse the Administrative Agent for expenses incurred by it on behalf of all of the Lenders, and Borrower shall not be required to pay duplicate expenses incurred by multiple Lenders”.

8. **Governing Law.** This Amendment shall be construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

9. **Construction.** This Amendment shall not be construed more strictly against Administrative Agent merely by virtue of the fact that the same has been prepared by Administrative Agent or its counsel. Borrower and Administrative Agent each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Amendment.

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10. **Gender.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

11. **Entire Agreement.** Borrower and Administrative Agent each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Amendment, the Replacement Notes or the other Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Administrative Agent.

12. **Benefit.** Except as provided herein, this Amendment shall be binding upon and shall inure to the benefit of Borrower and Administrative Agent, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.

13. **Effect And Ratification.** Due execution and delivery of the Replacement Notes and this Amendment shall have the effect of superseding, replacing and canceling the Original Note. Except as herein expressly modified, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein modified, are hereby replaced, ratified and reaffirmed. The Loan Documents and all of the collateral described therein do and shall continue to secure the payment of all obligations of the Borrower under the Notes and the other Loan Documents, as amended, and nothing contained herein or therein shall be construed as a substitution or novation of the obligations of the Borrower under the Loan Documents.

14. **Priority of Mortgage.** All of the Mortgaged Property shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Assignment of Leases, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.

15. **Consent to Modification.** Borrower acknowledges that it has thoroughly read and reviewed the terms and provisions of this Amendment and is familiar with same, that the terms and provisions contained herein are clearly understood by Borrower and have been fully and unconditionally consented to by it, and that Borrower has had full benefit and advice of counsel of its own selection, or the opportunity to obtain the benefit and advice of counsel of its own selection, in regard to understanding the terms, meaning and effect of this Amendment, and that this Amendment has been entered into by Borrower, freely, voluntarily, with full knowledge, and without duress, and that in executing this Amendment, Borrower is relying on no other representations either written or oral, express or implied, made to Borrower, by any other party hereto, and that the consideration received by Borrower hereunder has been actual and adequate.

16. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Amendment, even though all of the parties hereto may not have executed the same counterpart of this Amendment.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

BORROWER:

PKY FUND CHICAGO II, LLC, a Delaware limited liability company

By: James M. Ingram

Name: James M. Ingram

Title: Executive Vice President and Chief Investment Officer

By: Roy H. Butts

Name: Roy H. Butts

Title: Senior Vice President and Treasurer

ADMINISTRATIVE AGENT:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

By: Babson Capital Management LLC, its Authorized Agent

9

By: Joseph N. Iadarola

Name: Joseph N. Iadarola

Title: Managing Director

Property of Cook County Clerk's Office

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STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

This instrument was acknowledged before me on this 8th day of May, 2008, by James M. Ingram, as Executive Vice President and Chief Investment Officer and Roy H. Butts, as Senior Vice President and Treasurer of PKY Fund ~~PKY Fund~~, LLC, a Delaware limited liability company, on behalf of said entity. Chicago II

WITNESS my hand and official seal.

[Seal]



Catherine B. Shinn

Notary Public

My Commission Expires August 28, 2009

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPDEN

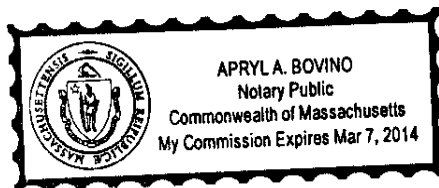
On May 13th, 2008, before me, a Notary Public in and for said Commonwealth, personally appeared Joseph F. Adarola, known to me to be the person described in and who executed such instrument as a Managing Director of Babson Capital Management LLC, and who acknowledged the execution of such instrument as such authorized agent for and on behalf of and as the act and deed of such corporation, pursuant to authority lawfully conferred upon him/her by such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first set forth above.

Apryla Bovino

Notary Public

My Commission Expires March 7, 2014



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EXHIBIT A

LEGAL DESCRIPTION

RECORD LEGAL DESCRIPTION:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.02 FEET; THENCE NORTH ALONG A LINE WHICH IS 100 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.02 FEET TO A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID PARALLEL LINE A DISTANCE OF A FURTHER 150.91 FEET; THENCE EXTENDING NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 147° 55' 45" WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST TO NORTHWEST) 253.90 FEET; THENCE EXTENDING NORTHWESTERLY ON A DEFLECTION TO THE LEFT OF 1° 17' 22" A DISTANCE OF 813.94 FEET; THENCE WESTERLY ON A DEFLECTION TO THE LEFT OF 23° 54' 20" A DISTANCE OF 143.61 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AT A POINT 97.26 FEET NORTH OF THE SOUTHWEST CORNER THEREOF) A DISTANCE OF 34.47 FEET TO A LINE 295.63 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID 295.63 FOOT LINE A DISTANCE OF 478.39 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET, AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG AFORESAID NORTH LINE TO A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER EXTENDING FROM A POINT 509.69 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID PERPENDICULAR LINE TO A LINE 50.0 FEET NORTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.02 FEET; THENCE NORTH ALONG A LINE WHICH IS 100 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 200.93 FEET; THENCE EXTENDING NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 147° 55'

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45" WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST TO NORTHWEST) 253.90 FEET; THENCE EXTENDING NORTHWESTERLY ON A DEFLECTION TO THE LEFT OF 19° 17' 22" A DISTANCE OF 133.94 FEET TO A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE (HEREINAFTER REFERRED TO AS LINE "A") A DISTANCE OF 15 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 5 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING; ALSO COMMENCING AT POINT "A" AND CONTINUING ALONG AN EXTENSION OF LINE "A" A DISTANCE OF 350 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON AN EXTENSION OF LINE "A" A DISTANCE OF 40 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 40 FEET; THENCE NORTHEASTERLY A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING; ALSO COMMENCING AT POINT "A" AND CONTINUING ALONG AN EXTENSION OF LINE "A" A DISTANCE OF 510 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON AN EXTENSION OF LINE "A" A DISTANCE OF 155 FEET; THENCE WESTERLY ON A DEFLECTION TO THE LEFT OF 23° 54' 20" ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "B"), A DISTANCE OF 143.61 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AT A POINT 974.86 FEET NORTH OF THE SOUTHWEST QUARTER THEREOF) A DISTANCE OF 24.52 FEET TO AN INTERSECTION WITH A LINE 7 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH LINE "B"; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 166.52 FEET TO AN INTERSECTION WITH A LINE 7 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH LINE "A"; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 153.54 FEET; THENCE NORTHEASTERLY A DISTANCE OF 7 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

SAID LAND ALSO BEING DESCRIBED AS FOLLOWS (SURVEYED LEGAL DESCRIPTION):

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.02 FEET; THENCE NORTH ALONG A LINE WHICH IS 100 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.02 FEET TO A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°00'00" WEST,

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150.91 FEET; THENCE NORTH 32°04'15" WEST, 253.90 FEET; THENCE NORTH 51°21'37" WEST, 133.94 FEET; THENCE SOUTH 38°38'23" WEST, 5.00 FEET; THENCE NORTH 51°21'37" WEST, 15.00 FEET; THENCE NORTH 38°38'23" EAST, 5.00 FEET; THENCE NORTH 51°21'37" WEST, 350.00 FEET; THENCE SOUTH 38°38'23" WEST, 5.00 FEET; THENCE NORTH 51°21'37" WEST, 40.00 FEET; THENCE NORTH 38°38'23" EAST, 5.00 FEET; THENCE NORTH 51°21'37" WEST, 120.00 FEET; THENCE SOUTH 38°38'23" WEST, 7.00 FEET; THENCE NORTH 51°21'37" WEST, 153.52 FEET; THENCE NORTH 75°15'57" WEST, 162.25 FEET; THENCE SOUTH 85°32'50" WEST, 13.17 FEET TO A LINE 295.63 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00° 04' 44" WEST ALONG SAID 295.63 FOOT LINE A DISTANCE OF 478.39 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET, AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°10'00" EAST ALONG SAID NORTH LINE, 196.88 FEET; THENCE SOUTH 01°50'00" EAST, 459.75 FEET TO A LINE 50.00 FEET NORTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88°10'00" EAST ALONG SAID NORTH LINE, 733.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-02-304-008

Common Address: 8410-8430 West Bryn Mawr Avenue, Chicago, Illinois 60631