THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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Doc#: 0816409071 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/12/2008 11:01 AM Pg: 1 of 12

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FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS FIF P MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 8th day of February, 2008, by and among PREFERRED-HALSTED LLC, an Illinois limited liability company ("Borrower"), THOMAS MORABITO and EVAN OLIFF (individually and collectively, "Guarantor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

- A. Lender has heretofore made a construction loan ("Loan") to Borrower in the principal amount of Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) pursuant to the terms and conditions of a Construction Loan Agreement dated as of April 8, 2004 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 Note dated April 8, 2004, 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, (i) that certain Mortgage, Security Agreement and Fixture Filing dated April 8, 2004 from Borrower to Lender recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on April 12, 2004, as Document No. 0410319002 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Land"), (ii) that certain Assignment of Rents and Leases dated April 8, 2004 from Borrower to Lender and recorded in the Recorder's Office with the Mortgage (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated April 8, 2004 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, 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 Payment Guaranty and a Completion Guaranty, both dated April 8, 2004 from Guarantor to Lender (collectively, the "Guaranties").
- D. Lender, Borrower and Guarantor entered into a Modification of Loan Documents, dated as of August 19, 2005, and recorded on October 19, 2005 with the Recorder's Office as

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Document No. 0529245080, which, among other things, increased the Loan Amount to TEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$10,750,000) and extended the Maturity Date; a Partial Release and Second Modification of Loan Documents dated as of August 31, 2006 and recorded on October 27, 2006, with the Recorder's Office as Document No. 0630031087, which, among other things, decreased the Loan Amount to FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$5,850,000) and released certain portions of the original collateral given to Lender as security for the Loan; a Third Modification of Loan Documents dated as of January 19, 2007 and recorded on January 30, 2007 with the Recorder's Office as Document No. 0703044093, which, among other things, increased the Loan Amount to SIX MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$6,838,335); and a Fourth Modification of Loan Documents dated as of December 8, 2007 and recorded on January 30, 2008 with the Recorder's Office as Document No. 0803018047, which, among other things extended the Maturity Date and obligated Borrover to establish an interest reserve pledge account to be held by the Lender pursuant to the terms of an Interest Reserve Pledge Agreement dated December 8, 2007 between Borrower and Lender (the "Pledge Agreement").

E. Borrower, Lender and Guarantor desire to further extend the Maturity Date and to make certain other amendments to the Loan Agreement, the Mortgage, the Note, the Assignment of Leases, the Pledge Agreement and certain of the other Loan Documents, on the terms and conditions set forth in this Amendment

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (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. Decrease of Principal Amount of the Loan. The Loan Amount is decreased by FIVE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$557,835.00) to SIX MILLION TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$6,280,500.00). All references in this Agreement, the Note, the Mortgage, the Assignment of Leases, the Guaranties and the other Loan Documents to the Loan or to the Loan Amount shall be deemed references to the Loan in the maximum principal amount of \$6,280,500.00.
- 2. Amendment to Loan Agreement. The Loan Agreement is hereby amended as follows:
- (a) In Section 1.1, the definitions of "Extended Maturity Date", "Initial Maturity Date", "Loan, Loan Amount" and "Loan Maturity Date" are deleted, and the following substituted in their place:

"Extended Maturity Date. February 8, 2009, subject to acceleration as provided in the Loan Documents."

"Initial Maturity Date. August 8, 2008, subject to acceleration as provided in the Loan Documents."

"Loan, Loan Amount. The loan in the amount of \$6,280,500 made by Lender to Borrower pursuant to the terms of this Agreement."

"Loan Maturity Date. The Initial Maturity Date, or, if Borrower has exercised the Extension Option (as defined in the Note) in accordance with the terms and conditions of paragraph 2(c) of the Note, the Extended Maturity Date."

(b) By deleting Section 2.2(c) and replacing it with the following:

"Borrower shall deposit in the account pledged to Lender (the "Interest Reserve Pledged Account") under the provisions of that certain Amended and Restated Interest Reserve Pledge Agreement dated as of February 8, 2008 by and between Borrower and Lender (the "Interest Reserve Pledge Agreement") the sum equal to three months of monthly payments of interest due on the principal balance of the Loan as a reserve for the payment of monthly payments of interest due on the principal balance of the Loan outstanding from time to time (the "Interest Reserve Pledged Funds"). Provided no Event of Default has occurred and is continuing, Borrower shall be entitled to withdraw Interest Reserve Pledged Funds from the Interest Reserve Pledged Account solely as set forth in the Interest Reserve Pledge Agreement, and for no other purpose."

- (c) By deleting Section 4.12 in its entirety and inserting the following new Section 4.12:
- "4.12 Redevelopment Agreement. Forrower is currently negotiating a Redevelopment Agreement (the "Redevelopment Agreement") with the City, pursuant to which, among other things, Borrower shall receive tax-increment financing funds from the City in the amount of approximately \$3,000,000 for the Development. Prior to executing the Redevelopment Agreement, Borrower shall provide a copy of the Redevelopment Agreement for Lender's review. Provided that Lender has reviewed the form of Redevelopment Agreement, Borrower shall execute the Redevelopment Agreement and shall pledge its rights to receive payments on any promissory note issued by the City (or pledge its rights to any other payments) pursuant to the Redevelopment Agreement to the Lender in a marner and on a form satisfactory to Lender in its sole discretion. It shall be an Event of Defaut hereunder if Borrower fails to fulfill any covenant set forth in this Section 4.12."
 - 3. <u>Amendment to Note</u>. The Note is hereby amended as follows:
- (a) by decreasing the principal amount thereof to SIX MILLION TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$6,280,500.00).
 - (b) Section 2(a) is deleted and the following is substituted in its place:
- "(a) The outstanding balance of the Funds Amount, if not sooner paid, shall be due and payable in full on the Maturity Date (as hereinafter defined), except (i) where earlier required in case of a failure to timely make payments hereunder, or (ii) in case an

acceleration of the Maturity Date shall occur hereunder. "Maturity Date" means the Initial Maturity Date, or, if Borrower has exercised the Extension Option and has satisfied all of the conditions set forth in paragraph 2(c) below, the Extended Maturity Date. "Initial Maturity Date" means August 8, 2008. "Extended Maturity Date" means February 8, 2009."

- (c) By inserting the following new Section 2(c):
- "(c) Borrower may at its option (the "Extension Option") extend the Maturity Date to the Extended Maturity Date upon satisfaction of all of the following conditions precedent as of the Initial Maturity Date: (i) Borrower shall exercise the Extension Option by giving written notice thereof to Lender no more than thirty (30) and no less than twenty (2°, business days prior to the Initial Maturity Date (the "Extension Notice"); (ii) Borrower shall have satisfied all conditions set forth in Section 2(d) below; (iii) Borrower shall have paid to Lender a \$15,701 extension fee; and (iv) as of the date of Borrower's exercise of the Extension Option and as of the Initial Maturity Date, no Event of Default or event which, with the passage of time, the giving of notice, or both, would constitute a Event of Default, shall have occured and be continuing.

Provided all of the foregoing conditions have been satisfied, the Maturity Date shall be extended to the Extended Maturity Date, and all references in this Note and the other Loan Documents to the Maturity Pale shall be deemed references to the Extended Maturity Date. The extension of the Maturity Dale shall not impair Lender's ability to accelerate the maturity of the Loan in accordance with this Note, the Loan Agreement, or any one or more of the other Loan Documents. If all of the foregoing conditions have not been satisfied within the applicable time periods set forth above, then the Extension Option shall terminate and Borrower's election to exercise the Extension Option, shall be null and void."

- (d) By inserting the following new Section 2(a):
- "(d) Promptly following receipt of an Exersion Notice, Lender shall calculate the DSCR (as defined below) for the Development as of the date Lender's receipt of the Extension Notice. Borrower shall provide Lender such financial information as may be available to Borrower that Lender may request in order to complete it, calculation of the DSCR for such time period. It shall be a condition precedent to the extension of the Maturity Date pursuant to the Extension Option that the ratio of the estimated net operating income of the Development, based on fully executed, Lender-approved Leases for the Development and stabilized expenses for the Development, as determined by Lender in its sole discretion, on an annualized basis, bears to annual debt service (interest-only payments) on a hypothetical loan in the principal amount of the Loan Amount with interest equal to the then current Interest Rate ("DSCR"), be 1.00 or greater. Lender shall promptly notify Borrower of the DSCR calculation, and if the DSCR is less than 1.00, then the Borrower may, at its option and within five (5) days following receipt of notice from Lender that the DSCR is less than 1.00, make a payment on the principal amount of the Loan Amount sufficient to cause the DSCR to be 1.00 or greater."

- 4. **Amendment to Mortgage**. The Mortgage is hereby amended as follows:
- (a) In Paragraph B of the Recitals, the phrase "SIX MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$6,838,335)" is deleted and replaced with the phrase "SIX MILLION TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$6,280,500.00)".
- (b) In Paragraph C of the Recitals the date "February 8, 2008" is deleted, and the phrase "August 8, 2008, subject to extension to February 8, 2009, as provided in the Note" is substituted in its place.
- 5. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
- (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.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 6. <u>Title Policy</u>. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause First American Title Insurance Company to issue a date down endorsement to Lender's title insurance policy LP 375795 (the "<u>Title Policy</u>"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage on the Land, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

- 7. Reaffirmation of Guaranties. Guarantor ratifies and affirms the Guaranties and agrees that the Guaranties are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranties are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranties continue to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranties.
- 8. <u>Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, a \$15,701 loan fee, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- (c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower, Guarantor 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 Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) 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. The paragraph and section headings used herein

are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. 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.

- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- Time is of the essence of each of Borrower's obligations under this (h) Agreement. Property of Cook County Clerk's Office

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

BORROWER:	LENDER:
PREFERRED-HALSTED LLC, an Illinois limited liability company	LASALLE BANK NATIONAL ASSOCIATION, a national banking association
By: One of its Managers	By:
GUARANTORS	·
Thomas/Morabito, individually	
Evan Oliff, individually	
	Office Office

STATE OF ILLINOIS)
COUNTY OF COOK) ~
I Association, 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.
GIVE) I under my hand and Notarial Seal this day of Mee 2008
Official Seal Ckeotre 'Ro:a-Dawson Notary Public Sizite of Illinois My Commission Expires v3/29/2009 Notary Public
My Commission Expires: 2/2/1/980
COUNTY CLOPA'S OFF

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STATE OF ILLINOIS)
COUNTY OF (CO) ss.
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that May of Preferred Halsted LLC, 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
"OFRICIAL SEAT." Deborati M. Woodillotary Rublic My Commission Expires 10/30/11
My Commission Expires:
STATE OF ILLINOIS COUNTY OF (VOL.) ss.
I Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Morabi and Evan Oliff are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal this day of Way, 2008.
My Commission Expires: Deborah M. Woodrillin Notary Public My Commission Expires 10/30/33

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EXHIBIT A

LAND

PARCEL 1:

THAT PART OF HILDRUP'S RESUBDIVISION, RECORDED AS DOCUMENT NUMBER 1032530, AND ALSO PART OF PLACERDALE SUBDIVISION RECORDED AS DOCUMENT NUMBER 383570, BOTH BEING SUBDIVISIONS IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8 IN SAID HILDRUP'S RESUBDIVISION: THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF, 200.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 14 SECONDS WEST 266.79 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS WEST 200.17 FEET TO THE NORTH LINE OF SAID HILDRUP'S RESUBDIVISION; THENCE SOUTH 89 DEGREES 43 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, 41.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 32 SI CONDS EAST, 200.19 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 14 SECONDS WEST, 153.02 FEET; THENCE NORTH 46 DEGREES 12 MINUTES 27 SECONDS WFST, 10.16 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF THE PENNSYLVANIA PAILROAD; THENCE NORTH 20 DEGREES 02 MINUTES 03 SECONDS WEST ALONG SAID PARALLEL LINE, 181.23 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS WEST, 22.61 FEET TO THE NORTH LINE OF SAID PLACERDALE SUBDIVISION; THENCE SOUTH 89 DEGREES 43 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, 40.00 FEET TO THE EASTERLY LINE OF SAID PENNSYLVANIA RAILKOAD; THENCE SOUTH 20 DEGREES 02 MINUTES 03 SECONDS EAST ALONG SAID FASTERLY LINE, 634.25 FEET TO THE NORTH LINE OF WEST 116TH STREET; THENCE NORTH 89 DEGREES 40 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE, 377.98 FEET TO THE EAST LINE OF THE PUBLIC ALLEY AS VACATED PER DOCUMENT NUMBER THENCE NORTH 00 DEGREES 42 MINUTES 40 SECOND WFST, ALONG 17407475: SAID EAST LINE 275.49 FEET TO THE NORTHEAST CORNER OF SAID PUBLIC ALLEY AS VACATED; THENCE SOUTH 89 DEGREES 42 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID PUBLIC ALLEY AS VACATED, 20.00 FEET TO THE NORTHWEST CORNER OF SAID PUBLIC ALLEY AS VACATED, SAID CORNER ALSO BEING ON THE EAST LINE OF LOT 14 IN BLOCK 1 OF SAID PLACERDALE SUBDIVISION; THENCE NORTH 00 DEGREES 42 MINUTES 40 SECONDS WEST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF LOTS 11 AND 10 IN SAID BLOCK 1, A DISTANCE OF 121.01 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH SOUTH PUBLIC ALLEY IN BLOCK 1 OF PLACERDALE SUBDIVISION, VACATED PER DOCUMENT NUMBER 17407475;

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THENCE NORTH 00 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID ALLEY, 35.23 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 34.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 17 SECONDS WEST, 170.00 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 43 SECONDS WEST, 170.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 17 SECONDS EAST, 170.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 43 SECONDS EAST, 170.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8 IN SAID HILDRUP'S RESUBDIVISION; THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF, 200.08 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 14 SECONDS WEST 266.79 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS WEST 200.1/ FEET TO THE NORTH LINE OF SAID HILDRUP'S RESUBDIVISION; THENCE SOUTH 89 DEGREES 43 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, 41.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 32 SECONDS EAST, 200.19 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 14 SECONDS WEST, 153.02 FEET; THENCE NORTH 46 DEGREES 12 MINUTES 27 SECONDS WEST, 10.16 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF THE PENNSYLVANIA RAILROAD; THENCE NORTH 20 DEGREES 02 MINUTES 03 SECONDS WEST ALONG SAID PARALLEL LINE, 181.23 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS WEST, 22.61 FEET TO THE NORTH LINE OF SAID PLACERDALE SUBDIVISION; THENCE NORTH 89 DEGREES 43 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID HILDRUP'S RESUBDIVISION, 221.59 FEFT TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 9 AND THAT PART OF THE NORTH HALF OF LOT 12, BOTH IN BLOCK 1, LYING WEST OF THE WEST LINE OF SOUTH HALSTEL STREET AS MONUMENTED, ALL IN PLACERDALE SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 383570, IN COOK COUNTY. ILLINOIS.

1154h & HALSTEL 25-20-404-007, 2520 404 107, 2520 404 120, 2520 404 043, 044, 045 2520 404 108