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This Document Prepared by
and after recording mail to:

Cynthia Jared, Esq.
Sachnoff & Weaver, Ltd.
30 S. Wacker Drive
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Chicago, Illinois 60606



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Cook County Recorder 51.50



ASSUMPTION OF MORTGAGE AND OF ASSIGNMENT OF RENTS AND SUBORDINATION AGREEMENT

THIS ASSUMPTION OF MORTGAGE AND OF ASSIGNMENT OF RENTS AND SUBORDINATION AGREEMENT (this "Agreement") is dated for reference purposes only as of December 23, 1999, by and between LaSalle Bank National Association, a national banking association, with its principal place of business at 135 South LaSalle Street, Chicago, Illinois ("Bank"), and DBF Owner II, LLC, an Ohio limited liability company, with its principal place of business at 723 Electronic Drive, Horsham, PA 19044 ("New Borrower").

DEC NA 26986/RKS

RECITALS

A. GMS Associates, III ("Issuer") and Amalgamated Bank of Chicago ("Bond Trustee"), entered into that certain Bond Trust Indenture dated as of November 10, 1995, (the "Indenture") pursuant to which \$15,900,000 of Taxable Adjustable Demand Revenue Bonds, Series 1995 (GMS Associates, III Project) (the "Bonds") were issued to provide funds to the Benchmark of Hoffman Estates Limited Partnership, an Illinois limited partnership (the "Original Borrower").

B. To induce Bank to issue its letter of credit in connection with the issuance of the Bonds, Original Borrower, Issuer and Bank (formerly known as LaSalle National Bank) entered into that certain reimbursement and security agreement dated as of November 10, 1995 (the "Original Reimbursement Agreement").

C. Original Borrower is the sole beneficiary under that certain trust agreement dated June 6, 1985 and known as Trust No. 27-498-000 with LaSalle National Trust, N.A. as trustee (the "Land Trustee").

D. To secure payment and performance of all obligations of Original Borrower under the terms of the Original Reimbursement Agreement, Original Borrower and Land Trustee executed and delivered that certain mortgage and security agreement dated as of November 10, 1995 (the "Mortgage"), recorded in the office of the Cook County Recorder of Deeds, as Document Number 95796987 and that certain Assignment of Rents and Leases (the "Assignment of Rents"), recorded in the Cook County Recorder of Deeds, as Document Number 9576988, each of which is a lien on the property commonly known

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as 1515 Barrington Road, Hoffman Estates, Illinois 60172 and legally described on Exhibit A (the "Real Estate").

E. Pursuant to the terms of a purchase and sale agreement dated as of October 21, 1999 (the "**Purchase Agreement**"), Original Borrower and Land Trustee will convey or has conveyed to New Borrower the Real Estate, and all improvements, fixtures and tangible personal property used or useful in connection therewith (the "**Property**"). The date on which the Property is conveyed to New Borrower shall be referred to herein as the "**Closing Date**".

F. The Property is being conveyed subject to a security interest, lien and mortgage in favor of Bank which secures all liabilities and obligations of Original Borrower to Bank under the Reimbursement Agreement and the other Credit Agreements.

G. Concurrently herewith New Borrower and Bank have entered into an Assumption and Modification Agreement, pursuant to which Bank has agreed to consent to the sale of the Property to New Borrower and New Borrower and Bank have modified the Original Reimbursement Agreement and New Borrower has assumed certain obligations of Original Borrower hereunder (the "**Assumption Agreement**;" the Original Reimbursement Agreement together with the Assumption Agreement are collectively referred to herein as the "**Reimbursement Agreement**"). Any capitalized term not expressly defined herein shall have the meaning set forth in the Reimbursement Agreement, which definitions are incorporated by reference as if fully set forth herein.

H. In connection with the transfer of the Property, New Borrower has agreed to assume all liabilities for the payment of principal, interest, fees, costs and penalties due and payable after the Closing Date and performance of all covenants and obligations of mortgagor to be performed under the Mortgage and the Assignment of Rents after the Closing Date.

I. Concurrently with the transfer of the Property, New Borrower will lease the Property to Brookdale Living Communities of Illinois – Hoffman Estates, LLC ("**Tenant**") pursuant to the terms of a lease (the "**Operating Lease**"), a memorandum of which is recorded in the office of the Cook County Recorder of Deeds.

J. The Operating Lease contains a grant by Tenant to New Borrower of a security interest in Tenant's interest under the Operating Lease and all rights in the Property to secure payment of Tenant's obligations under the Operating Lease (the "**Borrower's Security Interest**").

K. Concurrently herewith, Tenant has guaranteed payment of all obligations of New Borrower to Bank and has secured such guaranty by a Leasehold Mortgage and Security Agreement (the "**Leasehold Mortgage**") and a Leasehold Assignment of Rents and Leases (the "**Leasehold Assignment of Rents**"), each recorded in the office of the Recorder of Deeds, Cook County, Illinois.

L. Bank requires and New Borrower has agreed to subordinate the lien of the Borrower's Security Interest to the lien of the Mortgage, the Leasehold Mortgage and the Leasehold Assignment of Rents.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assumption of Obligations. New Borrower does hereby assume all of the liabilities for payment of principal, interest, costs, expenses, fees and all other amounts due and payable under the Mortgage after the Closing Date (including but not limited to interest which is accrued but unpaid on the date hereof) and performance of all obligations, representations, warranties and covenants of Original Borrower to be performed after the Closing Date and agrees to be bound by the restrictions and agreements set forth or imposed upon Original Borrower under the Mortgage and the Assignment of Rents, whether imposed prior to or after the date hereof, including but not limited to the obligation to pay principal, interest, late charges, fees and penalties when and as due thereunder. New Borrower hereby agrees to perform all obligations of Original Borrower under the Mortgage and the Assignment of Rents arising after the Closing Date and to be bound by all provisions and of the Mortgage and the Assignment of Rents relating to covenants to be performed after the Closing Date, all as if New Borrower had originally executed the Mortgage and the Assignment of Rents in Original Borrower's place and stead.

2. Grant of Mortgage Lien. To (i) secure the payment of all sums which may become due and payable under the Reimbursement Agreement, the Swap Agreement (as defined in the Reimbursement Agreement), the Mortgage or any of the other Credit Agreements, as defined in the Reimbursement Agreement (collectively, the "Loan Documents") (such sums, collectively, the "Indebtedness"); and (ii) secure the performance and observance of all the covenants, agreements and provisions contained in the Reimbursement Agreement, the Swap Agreement, the Mortgage and the other Loan Documents to be performed after the date hereof (the "Obligations"); and (iii) charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, New Borrower **DOES HEREBY MORTGAGE, GRANT, REMISE, RELEASE, ALIENATE AND CONVEY WITH MORTGAGE COVENANTS** unto Bank, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily all whether now existing or hereafter acquired or arising:

THE LAND located in the State of Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

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TOGETHER WITH all interest of New Borrower in all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by New Borrower and on, or used or intended to be used in connection with, the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of New Borrower in and to any such personal property or fixtures, together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by New Borrower or on its behalf (the "Improvements");

TOGETHER WITH all interest of New Borrower in all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of New Borrower of, in and to the same;

TOGETHER WITH all interest of New Borrower in all fixtures and articles of personal property now or hereafter owned by New Borrower and forming a part of or used in connection with the Land or the Improvements; and

TOGETHER WITH all interest of New Borrower in all proceeds of the foregoing, including, without limitation, all judgments, awards, damages and settlements hereafter made resulting from condemnation or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof, together with the right, title and interest of New Borrower whatsoever to receive the foregoing;

TO HAVE AND TO HOLD all interest of New Borrower in the Premises, unto Bank, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence and during the continuation of any Default as defined in the Mortgage; New Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois;

NEW BORROWER COVENANTS that it is lawfully seized of the Land, that the same is unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever, subject only to the Permitted Exceptions;

PROVIDED, NEVERTHELESS, that if New Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the

.Reimbursement Agreement and the other Loan Documents provided to be performed and observed by New Borrower and provided no Default or Event of Default shall have occurred and be continuing hereunder or thereunder, then the lien granted hereby and the interest of Bank in the Premises shall be released at the cost of New Borrower but shall otherwise remain in full force.

3. Grant of Assignment of Rents. New Borrower does hereby grant, transfer and assign to Bank all of New Borrower's right, title and interest in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Property (all of which, together with any all extensions, modifications and renewals, are collectively referred to for the purposes of this Section 3 only as the "Tenant Leases" or singularly as the "Tenant Lease"), and (ii) all rents, profits and other income or payments of any kind (except for accounts receivable) due or payable or to become due or payable to New Borrower as the result of any use, possession or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which are collectively referred to as "Rents"), whether the Rents accrue before or during any period of redemption or thereafter, all for the purpose of securing:

- (A) payment of all Indebtedness; and
- (B) performance and observance of the Obligations.

4. Waiver of Right of Redemption. To the full extent permitted by law, New Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, New Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, New Borrower hereby expressly waives any and all rights to redemption provided by law or equity on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under New Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of New Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, New Borrower agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Bank, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, New

Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Reimbursement Agreement and the other Loan Documents. New Borrower acknowledges that the Premises do not constitute residential real estate.

5. Amendment to Mortgage and Assignment of Rents. The Mortgage and the Assignment of Rents, are hereby amended as follows:

(a) All references in the Mortgage and the Assignment of Rents and all other Credit Documents to Borrower, Assignor or Mortgagor shall be deemed to refer to "New Borrower", as defined in this Agreement.

(b) All references in the Mortgage or the Assignment of Rents to the Reimbursement Agreement shall be deemed to be the "Reimbursement Agreement", as defined in this Agreement.

(c) Section 39 of the Mortgage and Section 22 of the Assignment of Rents are hereby deleted in their entirety and the following is inserted in lieu thereof:

Limitation of Liability. Subject to the provisions of the second sentence of this Section, nothing contained herein shall be construed as creating any liability on New Borrower personally to pay the principal or interest or any other sums that may accrue under the Reimbursement Agreement or to perform any covenant, undertaking or agreement contained herein or in any other Credit Agreement, all such personal liability of New Borrower being hereby waived by Bank. Nothing contained in this Section or any other Credit Agreement will waive any of the Bank's rights to reimbursement and payment by New Borrower for all losses, costs, damages (including without limitation reasonable attorney's fees and disbursements):

- (i) arising out of any fraud or material intentional misrepresentation, misapplication of insurance proceeds, condemnation awards, security deposits, escrow funds or trust funds (other than proceeds of the collateral pledged pursuant to that certain Certificate Pledge Agreement by Tenant favor of New Borrower, in which collateral and proceeds Bank hereby expressly disclaims any interest or right), in violation of applicable law or the provisions of the Credit Agreements and the Bond Documents,
- (ii) arising out of the failure to comply with the provisions of the Credit Agreements prohibiting the sale or further encumbering of the Property,

- (iii) arising out of willful attempts to interfere with Bank's rights under the assignment of rents set forth in the Credit Agreements,
- (iv) arising out of the failure of New Borrower to apply the proceeds of rents and other income of the Property actually received by Borrower after Default and during the continuation thereof toward the costs of maintenance and operation of the Property, and debt service under the Credit Agreements and the Bond Documents;
- (v) arising out of willful waste or the willful destruction or willful damage by New Borrower to the Property.

The foregoing limitations on personal liability with respect to the obligations hereunder shall not impair the validity of the indebtedness secured by the Property or the lien or security interest in the Property or the right of Bank as mortgagee or secured party to foreclose and/or enforce the mortgage lien or security interest or other interest in the Collateral or any part thereof after default.

Nothing herein shall be deemed to be a waiver of any right which the Bank may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to the Bank in the event the New Borrower, Guarantor or the members of New Borrower should become the subject of a petition for bankruptcy or reorganization or to require that all Property shall continue to secure all of the indebtedness owing to Bank in accordance with this Agreement or any other Credit Agreement.

6. Full Force and Effect. Except as expressly modified hereby, the Mortgage and the Assignment of Rents shall remain unmodified and in full force and effect. New Borrower hereby warrants and represents that the Mortgage and the Assignment of Rents are now and shall continue to be in full force and effect, enforceable in accordance with their respective terms (subject as to enforceability only to the effect of bankruptcy, insolvency, reorganization, readjustment of debt or other similar laws of general application relating to or affecting creditor's rights generally), and the Property remain subject to the liens and security interests granted to Bank under the Mortgage and the Assignment of Rents, which liens and security interests are hereby acknowledged and confirmed as of the date hereof. This Agreement shall not in any manner whatsoever waive any right or remedy afforded Bank under the Mortgage, the Assignment of Rents or any other Credit Agreement.

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7. Amendments and Modifications. This Agreement shall not be amended, modified or supplemented without the written agreement of New Borrower, Bank and Tenant at the time of such amendment, modification or supplement. No waiver of any provision of this Agreement or any other Credit Agreements shall be effective unless set forth in writing signed by Bank, and any such waiver shall be effective only to the extent therein set forth. Failure by Bank to insist upon full and prompt performance of any provisions of this Agreement or any other Credit Agreements, or to take action in the event of any breach of any such provision or Event of Default, shall not constitute a waiver of any rights of Bank, and Bank may at any time thereafter exercise all rights specified herein or provided by applicable law with respect to such breach or Event of Default. Receipt by Bank of any instrument or document shall not constitute or be deemed to be an approval thereof. Any approval required under any of the Credit Agreements must be in writing signed by Bank and directed to New Borrower. New Borrower expressly agrees that for purposes of this Agreement and each and every other Credit Agreement: (i) this Agreement and each and every other Credit Agreement shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et. seq. (the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Agreement and each and every other Credit Agreement; and (iii) any action on or in any way related to this Agreement and each and every other Credit Agreement shall be governed by the Act.

8. Notice. Any and all notices to be given in connection with this Mortgage shall be delivered in accordance and in compliance with the provisions of the Reimbursement Agreement.

9. Subordination.

(a) New Borrower agrees, for itself and each future holder of the Borrower's Security Interest, that: (i) the security interest and mortgage granted by Tenant to Borrower in any right, title or interest in the Property of Tenant, (including but not limited to the leasehold estate of Tenant, and any other property of Tenant) are and shall be expressly subordinate and junior to any mortgage, lien or security interest granted to Bank by the Mortgage, or any other Credit Agreement, or by Tenant in any of Tenant's property and in the proceeds thereof; and (ii) Bank has advanced funds and may from time to time advance additional funds in reliance upon the subordination of the Borrower's Security Interest to the lien of the Mortgage, the Leasehold Mortgage and the Leasehold Assignment of Rents. Notwithstanding the foregoing, Bank hereby expressly acknowledges that it has no security interest or other right, title or interest in the collateral pledged pursuant to that certain Certificate Pledge Agreement by Tenant in favor of New Borrower.

(b) At any time prior to the date the Indebtedness is paid in full, New Borrower shall not, without Bank's prior consent (which consent may be withheld in Bank's sole and absolute discretion): (i) exercise any rights or remedies it may have under any grant of Borrower's Security Interest or otherwise; (ii) commence or join with any other creditors of Tenant in commencing any bankruptcy, reorganization, receivership or insolvency proceeding against Tenant; (iii) commence any action or proceeding against

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Tenant to obtain possession of the property of Tenant, to exercise control over property of Tenant or to create, perfect or enforce any lien against any property of Tenant in which both Bank and New Borrower have a security interest; or (iv) exercise any control over or power to direct the use or distribution of insurance proceeds, condemnation proceeds, proceeds sale of other property of Tenant in which both Bank and New Borrower have a security interest.

(c) In the event Tenant defaults on its obligations to Bank and, as a result, Bank undertakes to enforce Bank's security interests, liens or interests in Tenant's assets, New Borrower agrees that New Borrower will not hinder, delay or otherwise prevent Bank from taking any and all action which Bank deems necessary to enforce Bank's security interests and liens in Tenant's assets and to realize thereon or take any action which interferes with or impairs Bank's rights and remedies, in any manner whatsoever.

(d) If any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceedings are commenced by or against Tenant or its property, if any proceedings for involuntary liquidation, dissolution or other winding up of Tenant whether or not involving insolvency or bankruptcy are commenced by or against Tenant, then Bank shall be entitled in any such proceeding to receive payment in full of all indebtedness before New Borrower is entitled in any such proceedings to receive any payment on account of liabilities owed to New Borrower by Tenant from the proceeds of any property in which both Bank and New Borrower have a security interest.

(e) Nothing in this Agreement shall restrict the ability of Bank to declare a default or accelerate all or any portion of the indebtedness.

(f) Nothing in this Agreement shall be deemed to impair New Borrower's right to enforce its lien and receive payment from the proceeds of collateral in which Bank does not have a security interest.

(g) New Borrower hereby waives any rights it has or may have in the future to require Bank to marshal Bank's collateral, and agrees that, in addition to Bank's other rights hereunder, Bank may proceed against Bank's collateral in any order that Bank deems appropriate in the exercise of Bank's absolute discretion.

(h) Upon the occurrence and during the continuance of a Default under the terms of the Mortgage or any other Loan Document and upon the request of Bank, New Borrower shall execute and deliver to Bank a release of the Borrower's Security Interest, in recordable form. In the event New Borrower shall fail to deliver said release to Bank upon demand, New Borrower hereby appoints Bank, its successors, agents and assigns, as New Borrower's lawful attorney in fact, to execute and deliver said release and to record said release in the records of the Cook County Recorder of Deeds. All persons shall have the right to rely on any such instrument executed and recorded pursuant to said power of attorney, without inquiry into or proof of the authority of Bank to bind New Borrower.

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Assumption of Mortgage and of Assignment of Rents and Subordination Agreement dated as of the date set forth above.

NEW BORROWER:

DBF Owner II, LLC, an Ohio limited liability company

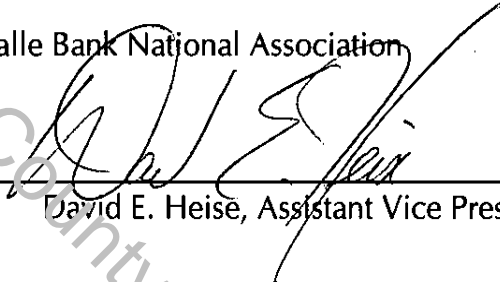
BY: DBF Member II, LLC, its Manager

By: DBF Consulting, LLC, its Manager

By: 
Title: PRESIDENT

BANK

LaSalle Bank National Association

By: 
David E. Heise, Assistant Vice President

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PA
STATE OF ~~ILLINOIS~~)
MONTGOMERY) SS.
COUNTY OF ~~COOK~~)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID B FENKEL, the PRESIDENT of DBF Consulting, LLC, the manager of DBF member II, the manger of DBF Owner II, LLC, an Ohio limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such DAVID B. FENKEL appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21st day of December, 1999.

Joseph Hilt
Notary Public

My Commission expires: 3/24/2003

Notarial Seal
Joseph Hiltwine, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Mar. 24, 2003

member, Pennsylvania Association of Notaries

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David E. Heise, the Asst. Vice-President of LaSalle Bank N.A. (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Asst. Vice-Pres appeared before me this day in person and acknowledged that the signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21st day of December, 1999.

Lynn A. Nichols
Notary Public

My Commission expires: _____



EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 7, A DISTANCE OF 48.49 FEET MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE; THENCE NORTH 86 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION A DISTANCE OF 50.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 50 FEET, MEASURED PERPENDICULARLY, OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A POINT; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG EAST LINE, A DISTANCE OF 855.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER ROBIN FARMS UNIT FOUR, RECORDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET TO A CORNER OF SAID LOT 1, THENCE SOUTH 49 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.32 FEET TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF EASEMENTS FOR OPEN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22299742; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM, THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 48.49 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE WESTERLY EXTENSION OF THE OLD NORTH LINE OF GOLF ROAD AS DEDICATED PER DOCUMENT NUMBER 10550563 RECORDED DECEMBER 10, 1929; THENCE NORTH 87 DEGREES 02 MINUTES 23 SECONDS EAST 50.07 FEET

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ALONG THE WESTERLY EXTENSION OF SAID OLD NORTH LINE OF GOLF ROAD TO THE EXISTING EAST LINE OF BARRINGTON ROAD EXTENDED; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 450.00 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD PER DOCUMENT NUMBER 11172679, RECORDED DECEMBER 7, 1932, TO THE POINT OF BEGINNING, A POINT ON A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 1444.70 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD TO THE SOUTH LINE OF LOT 1 OF PETER ROBIN FARMS UNIT FOUR, RECORDED AS DOCUMENT NUMBER 23066244 ON APRIL 30, 1975; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST (SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST RECORD BEARING) 20.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 187.71 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 160 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 540.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 10.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 410.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEET TO A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE SOUTH 87 DEGREES 02 MINUTES 23 SECONDS WEST 5.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED IN THE GRANTS OF EASEMENTS AND AGREEMENT DATED AUGUST 4, 1987 AND RECORDED SEPTEMBER 16, 1987 AS DOCUMENT NUMBER 87506866, AS AMENDED BY FIRST AMENDMENT TO GRANTS OF EASEMENT AND AGREEMENT RECORDED APRIL 8, 1991 AS DOCUMENT 91156362, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN PETER ROBIN FARMS, UNIT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED

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DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PERMANENT SANITARY SEWER AS CREATED BY AGREEMENT AND DECLARATION OF GRANT OF PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 1, 1987 AS DOCUMENT NUMBER 87481947 OVER THE FOLLOWING LAND:

A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET EACH SIDE OF THE CENTERLINE, IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 85 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1560.85 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 7, THENCE NORTH 8 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE FOR THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 25 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 107.44 FEET; THENCE NORTH 65 DEGREES 9 MINUTES 27 SECONDS WEST, A DISTANCE OF 138.44 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 75 FEET, TO AN ANGLE POINT IN THE SOUTHERLY LINE OF PARCEL "B" IN THE PLAT OF EASEMENTS FOR OPEN SPACES, RECORDED APRIL 24, 1973 AS DOCUMENT NO. 22299742; THENCE CONTINUING NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "B", A DISTANCE OF 580.48 FEET; THENCE NORTH 75 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B"; THENCE NORTH 6 DEGREES 6 MINUTES 29 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 305.13 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 350 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B",

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THENCE NORTH 24 DEGREES 10 MINUTES 9 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 410 FEET, TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID STRIP OF LAND, 20 FEET IN WIDTH, ALL IN COOK COUNTY, ILLINOIS, AS SHOWN AS DOCUMENT NUMBER 87481947 RECORDED SEPTEMBER 1, 1987.

EXCEPTING THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID.

**PINS: 07-07-300-030
07-07-300-031**

**COMMON ADDRESS: 1515 BARRINGTON ROAD
HOFFMAN ESTATES, ILLINOIS 60172**

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