

Doc#: 1003618097 Fee: \$66.00 Eugene "Gene" Moore BHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 02/05/2010 03:53 PM Pg: 1 of 16

### After Recording, Return to:

90-120868 8

Hinckley, Allen & Snyder LLP 50 Kennedy Plaza, Suite 1500 Providence RI 02903 Telephone (401) 274-2000 Attn: Matthew T Marcello, III, Esq.

(Space above this line for Recorder's use)

### FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

(Schau'nt urg, Cook County, Illinois)

RE: Mortgage, Security Agreement Assignment of Leases and Rents and Fixture Filing recorded with the Cook County Recorder on February 1, 2006 as Document No. 0603232046

### RECITALS

WHEREAS, Mortgagee is the holder of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 27, 2006 executed by Mortgagor in favor of the Mortgagee's predecessor in interest, LaSalle Bank National Association (the "Mortgage"), which Mortgage was recorded with the Cook County Recorder, on February 1, 2006, as Document No. 0603232046; and

WHEREAS, the Mortgage encumbers certain property located in the Village of Schaumburg, County of Cook, State of Illinois which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

WHEREAS, the Mortgage secures, inter alia, the payment by Mortgagor of that certain \$15,757,000 Promissory Note dated January 26, 2006, (the "Existing Note"); and

White EAS, the Mortgage also secures the payment and performance by Mortgagor of its obligations under that certain Loan Agreement dated as of January 27, 2006 by and among Mortgagor and Mortgagee (the "Existing Loan Agreement"); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Existing Loan Agreement; and

WHEREAS, Mortgage: has requested and the Mortgagee has agreed to (i) extend the Maturity Date of the Existir g Note, (ii) increase the interest rate(s) payable under the Existing Note and (iii) make certain other changes to the terms of the Loan; and

WHEREAS, in connection with such modifications, Mortgagor has entered into that certain First Amendment to Loan Agreement (and Amendment to Certain Other Loan Documents) with the Mortgagee of even cate herewith (the "Loan Agreement Amendment") pursuant to which the Existing Loan Agreement has been further amended to (i) extend the Maturity Date of the Loan, (ii) increase the interest rate(s) payable thereunder and (iii) modify various other provisions thereof; and

WHEREAS, it is the desire of the parties hereto that the Mortgage be amended to, inter alia, confirm that it secures (a) the Existing Loan Agreement, as amended by the Loan Agreement Amendment, and (b) the Existing Note, as amended by the Loan Agreement Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable consideration, receipt whereof is hereby acknowledged, it is hereby agreed as follows:

- 1. The Mortgage is hereby amended as hereinafter set forth:
- 1.1 All references in the Mortgage to the "Loan Agreement" are hereby amended to refer to the Existing Loan Agreement, as amended by the Loan Agreement Amendment.
- 1.2 All references in the Mortgage to the "Note" or the "Promissory Note" are hereby amended to refer to the Existing Note, as amended by the Loan Agreement Amendment.

- 1.3 All references in the Mortgage to the "Loan Documents" are hereby amended to refer to such Loan Documents, as amended by the Loan Agreement Amendment, by this Agreement and by various other amendment agreements of even date herewith by and between the Mortgagor and the Mortgagee (singly and collectively, the "Other Amendments").
- 1.4 All references in the Mortgage to "LaSalle Bank National Association" are hereby amended to refer to "Bank of America, N.A. (successor by merger to LaSalle Bank National Association)".
- The first paragraph of the recitals is hereby deleted in its entirety and the following is suggestituted therefor:
  - (A) Pursuant to the terms and conditions of a Loan Agreement dated as of January 27, 2006, as amended by that certain First Amendment to Loan Agreement (and Amendment to Certain Other Loan Documents) dated as of February 5, 2010 (which Loan Agreement as so amended and as the same may be further amended, restated or replaced from time to time, is herein referred to as the "Loan Agreement") by and among Mortgagor, Bank of America, N.A. (successor by merger to LaSalle Bank National Association) as Lender, Mortgagee has agreed to loan to Mortgagor the principal amount of Fifteen Million Seven Hundred Fifty-Seven Thousand Dollars (\$15,757,005) ("Loan"). The Loan is evidenced by a certain Promissory Note (and is effective as of the 26th day of January, 2010) made by Mortgagor payable to Mortgagee (the "Note") in the aggregate principal amount of the Loan and (ue on January 26, 2011 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note, the Loan Agreement or any other Loan Document (as defined in the Loan Agreement). Capitalized terms used but not defined herein shall have the same meaning given them in Loar Agreement.
- 1.6 The fifteenth paragraph of the recitals set forth in the workgage (commencing at the bottom of page 3) is hereby amended by adding the following paragraph immediately thereafter:

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note), prepayment premium (if any) exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents or any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee or any affiliate of Mortgagee and any application for letters

of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, Loan Agreement, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other loan Documents, any interest rate swap or hedge agreement now or here: fter entered into between Mortgagor and Mortgagee or any affiliate of Mortgagee or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, "Indebtedress").

In addition, the term "Indebtedness" shall include interest and other obligations accruing or arising after commencement of any case under bankruptcy or similar avis by or against Mortgagor of any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Indebtedness. The Indebtedness also includes all reasonable attorneys' fees and any other expenses incurred by Mortgagee in enforcing its rights under any of the Loan Documents.

1.7 The addresses of the following parties to whom copies of notices that are sent by Mortgagor are to be sent, as set forth in Section 26 of the Mortgage, are 16/6/4'S Office hereby amended to provide as follows:

### To Mortgagee:

Bank of America, N.A. Suite 1200 Mail Stop: RI 1 102 12 06 111 Westminster Street Providence, RI 02903

Attn: Commercial Real Estate Loan Administration

### with a copy to:

Hinckley, Allen & Snyder LLP 50 Kennedy Plaza, Suite 1500 Providence, RI 02903

Attn: Matthew T. Marcello, III, Esq.

1.8 <u>Section 39(b)</u> of the Mortgage is hereby amended by adding the following immediately thereafter:

It is expressly agreed that in no case or event shall the aggregate of any amounts accrued or paid pursuant to this Mortgage exceed the highest non-usurious rate of interest permitted by applicable law on any day, computed on the basis of the actual number of days elapsed over a year of 360 days. If from any circumstances whatsoever fulfillment of any provision of the Note, this Mortgage, or any other Loan Documents at the time performance of such provision shall be due, shall involve क्रिकाscending the limit of validity presently prescribed by any applicable usury statute or any other law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under the Loan Documents that is in excess of the limit of such validity. In no event shall Mortgagor be bound to pay for the use, forbearance or detention of the money loaned pursuant to the Loan Documents, interest of more than the current legal limit, the right to demand any such excess being hereby expressly waived by Mortgagee.

- 2. All references to the Mortgage in any of the other Loan Documents are hereby amended to refer to the Mortgage, as amended by this Agreement.
- 3. All of the terms and provisions of this Agreement are hereby incorporated in the Mortgage and the Mortgage is amended accordingly. Solely in the event that any term or condition contained in this Agreement conflicts with, or is inconsistent with, any provision of the Mortgage, the terms and conditions of this Agreement shall supersede and control. In all other respects, the provisions of the Mortgage shall remain in full force and effect, including, without limitation, any and all additional terms and conditions therein which are not in conflict with the provisions of this Agreement.
- 4. The Mortgagor hereby confirms that (a) all Indebtedness of the Mortgagor to the Mortgagee under the Loan Documents, as amended by the Loan Agreement Amendment, by this Agreement and by the Other Amendments, is and shall continue to be secured by the Mortgage and (b) the Mortgage, as amended thereby and herety, constitutes a valid first priority mortgage on and first priority security interest in all of the "Premises" (as defined therein). All of the "Premises" (as defined in the Mortgage) shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage (as so amended), and nothing contained in the Loan Agreement Amendment, this Agreement or any of the Other Amendments shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage or the priority thereof.
- 5. The Mortgagor hereby restates and repeats all of the representations, warranties and covenants of the Mortgagor set forth in the Mortgage to the same extent

as if fully set forth herein and the Mortgagor hereby certifies that all such representations and warranties are true and accurate as of date hereof.

- 6. The Mortgagor acknowledges and agrees that Mortgagee has not waived any of its rights or powers under the Mortgage or any default(s) that may now or hereafter exist thereunder and Mortgagor acknowledges that there does not exist (a) any offset or defense against the payment or performance of any of the Indebtedness or obligations of the Mortgagor evidenced or secured thereby or (b) any claim, counterclaim or cause of action of any kind which may be asserted by Mortgagor against Mortgagee.
- 7. The Mortgagor shall execute, acknowledge and deliver any and all further documents reasonably requested by Mortgagee to evidence or confirm the agreements set forth herein.
- 8. In the event that any term or provision of this Agreement or any document executed in connection herewith, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and all such othe documents, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any such invalidity or unenforceability shall not affect in any way the validity or enforceability of the Mortgage.
- 9. This Agreement may be executed in counterpart signature pages which, when taken together, shall constitute a single integrated instrument.
- 10. The Mortgagor and the Mortgagee hereby ratify, confirm and approve the Mortgage, amended as set forth above, as a binding document enforceable in accordance with its terms.

[Signatures on following page(s).]

Office

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# **UNOFFICIAL COPY**

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

WITNESS:	MORTGAGOR:				
	1000 EAST WOODFIELD ASSOCIATES, LLC, a Delaware limited liability company				
Den Summ Print Name: David Grisson	Ву:	Alliance Real Estate Value Fund II, LLC, a Delaware limited liability company, its Manager			
		By:	AVF Management, LLC, a Colorado limited liability company, its Managery Member By:		
	f C	20	Name: J. BRIDTON DAMS Title: WTNS MEMBEL		
	MORT	MORTGAGLE:			
	BANK OF AMERICA, N.A. (successor by merger to LaSalle Bank National Association)				
	Ву:		\(\sigma\)		
Print Name:	Name Title:	•			

[Acknowledgements appear on following page(s).]

#1028348 (Amendment to Mortgage)

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# **UNOFFICIAL COPY**

TATE OF <u>(alokato</u> ) ) SS.	
OUNTY OF JEFFERSON)	
I, MEAL CLARKSON, a Notary Public in and for said County, in the State foresaid, do hereby certify that BRUNDN DAVIS, the VOIND MEMBER of AVF members an agement, LLC, a Colorado limited liability company, the Manager of 1000 East Voodfield Associates, LLC, a Delaware limited liability company, who is personally known me to be the same person whose name is subscribed to the foregoing instrument as such Volume Members, appeared before me this day in person and acknowledged that eashe signed and delivered to said instrument as his/her own free and voluntary act and is the free and voluntary act of said company, for the uses and purposes therein set forth.	Lr
Given under my hand and notarial seal, this 3th day of FEBLUARY	
Motary Public  Notary Public  SS.	A STATE OF
My Commission Expires 02/29/201	2
I,, a Notary Public in and for said County, in the State	
foresaid, do hereby certify that, the of Bank f America, N.A., a national banking association, who is personally known to me to be the ame person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she	
gned and delivered to said instrument as his/her own free and voluntary act and as the ee and voluntary act of said company, for the uses and purposes therein set forth.	
Given under my hand and notarial seal, this day of, 010.	
Notary Public	

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# **UNOFFICIAL COPY**

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

WITNESS:	MORTGAGOR:				
	1000 EAST WOODFIELD ASSOCIATES, LLC, a Delaware limited liability company				
DOO TO	By: Alliance Real Estate Value Fund II, LLC, a Delaware limited liability company, its Manager				
		Ву:	AVF Management, LLC, a Colorado limited liability company, its Manager		
Print Name:			By:		
Print Name:			Name:		
C	1		Title:		
		04/			
	MORT	<u>rgagf</u>			
			MERICA, N.A. (successor by merger ank National Association)		
A Alleha Print Name: heistyn Kellihar	By: Name Title:	Dele :_Od -S	borah T. Jenning Vice Praxident		

[Acknowledgements appear on following page(s).]

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# **UNOFFICIAL COPY**

STATE OF )
STATE OF )
I,
Given under my hand and notarial seal, this day of
Notary Public
STATE OF Chode Skins  COUNTY OF fruidance)  SS.
I, Lynn 15 Chene I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>Debot Ah T. Jamine Sthe South Control</u> of Bank of America, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such control of the said instrument as his her own free and voluntary as and as the
Given under my hand and notarial seal, this day of <u>February</u> , 2010.
Notary Public  MCF: 8/27/2013

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### EXHIBIT A LEGAL DESCRIPTION

07-14-200-037

CEL 1

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIR' PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS LAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 927.60 FEET; THENCE NOR H 3 DEGREES 56 MINUTES 18 SECONDS, WEST, A DISTANCE OF 50.00 FRET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEF; 14ENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FE T NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE O' 556.00 FRET; THENCE SOUTH 08 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 2,6.3 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST A DISTANCE OF 278.64 PEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST A DISTANCE OF 254.50 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO A POINT OF 1.78 NORTHERLY RIGHT OF WAY LINE OF WOODPIELD ROAD: THENCE SOUTH 86 DEGR ES 01 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 823.50 PFT. TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 "OF.", RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: COMMINCIAN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH O PAGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4. A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS "AST ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924."6 FEET TO A POINT; THENCE NORTH 03 DEGREES 55 MINUTES 18 SECONDS WEST A DISTANCE OF 229 00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 96 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND

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SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN Q TRUST #100103, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100104, AND THE FIRST NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUST #101014, AND THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARIN; TRUSTS, PUND \*F\*, UNDER DECLARATION OF TRUST DATED DECEMBER 1, 1972, AND RECORD OCTOBER 17, 1979 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINO15 74 OCCUMENT #25196718, OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL "A":

THAT PART OF THE NOTTH: AST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERILA", DESCRIBED AS POLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAY, 551.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT #10486004 WITH THE WEST LINE OF THE AFORESAID ... P. I. TAST 1/4; THENCE SOUTH 530.00 FRET ALONG SAID WEST LINE TO A POINT; THENCE NORTH 87 PUGREES 19 MINUTES 50 SECONDS EAST, 482.00 FEET ALONG A LINE PARALLEL WITH THE SIUT! I INE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS RAST, .....178 FEET THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FRET; THENC! NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, 38.33 FEET; THENCE SOUTH 79 DEGREES 22 M (NUT) S 49 SECONDS EAST, 162.788 FEET; THENCE MORTH 87 DEGREES 19 MINUTES 50 SECONDS ELST, 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, 155.694 FRET; THEN E PORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 175.00 FEET; THENCE NORTH 02 DEGREES 40 YANGTES 10 SECONDS BAST, 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 34 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY LEI G 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN THAMIN IS AND WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CL9E # .8-"L"-13469, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANC' LORESAID); THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, 171.24 FEET ALONG THE PROFESAID WESTERLY EXTENSION OF THE SOUTHERN TERMINUS OF MEACHAM ROAD; THENCE NORTH 2 DEFREES 40 MINUTES 10 SECONDS WEST, 66.072 FEET; THENCE NORTHWESTERLY 84.054 FEET ALONG THE ARC OF A CIRCLE OF 84.00 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEALS NORTH 61 DEGREES 20 MINUTES 11 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 2 DEGREES 40 MINUTES 10 SECONDS WEST, 256.717 PERT ALONG A LINE TANGENT TO THE LAST DE CRIEBD ARC TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 157.079 FEET ALONG THE ARC OF CIRCLE OF 150.00 FEET RADIUS, WHICH ARC IS TANGENT TO THE AFORESAID 561.22 FEET PARALLEL LINE AT A POINT 1404.175 FEET (AS MEASURED ALONG SAID PARALLEL LINE). EASTERLY OF THE POINT OF BEGINNING, CONVEX TO THE NORTHEAST AND HAS A CHORD BEARING OF NORTH 62 DEGREES 40 MINUTES 10 SECONDS WEST. TO SAID PARALLEL LINE; THENCE SOUTH 87 DEGREES 19 MINUTES 50 SECONDS WEST, 1404.175 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE AFORESAID PARCEL PALLING WITHIN DEDICATED STREETS AND HIGHWAYS AS SHOWN ON DOCUMENT # 22935012 RECORDED DECEMBER 16, 1974) IN COOK COUNTY, ILLINOIS;

PARCEL "B".

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## **UNOFFICIAL COPY**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 PEET (M) ASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PEP TOCUMENT # 10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTUNCE OF 530,00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING APPALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 67 DEGREES 19 MINUTY, 5' SECONDS EAST, A DISTANCE OF 482.00 FEST; THENCE SOUTH 14 DEGREES 43 MINUTES 4' SI CONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECURE EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECCAD; RAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, > DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANC. OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS RAST, A DISTANCE OF 95.78 FET, THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEST; THENGS SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES OF MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE LOW, 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FRET TO A POINT ON THE JOU'H LINE OF THE MORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SCUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET 10 THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT (F PAGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE FUF GOING PARCEL DESCRIBED AS POLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 PART RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING / THE SOUTHWEST CORNER OF THE MORTHEAST 1/4 APORESAID; THENCE NORTH 86 DEGREES 1. PINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 927.60 FEBT; THENCE .OPIH 03 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEBT TO THE PLACE OF BEGINNING; THENCE CONTINUING MORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEBT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEBT NORTH OF AND PARALLEL VITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 566.00 FEBT; THENCE SOUTH 8 DEGREES 26 MINUTES 11 LECONDS WEST 256.03 FEBT; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 WEST THENCE SOUTH 47 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEBT TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 823.58 FEBT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 APORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE MORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE

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## **UNOFFICIAL COPY**

NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 PERT TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 PERT TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 21.00 PERT TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS RAST A DISTANCE OF 59.00 PERT TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 PERT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

#### PARCEJ •C

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FRET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83. 25 PRET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; TANC. NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THANGS FORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE WEST, 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE FOR H 17 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORT, 12 DEGREES 27 MINUTES D8 SECONDS EAST, A DISTANCE OF 54.06 FERT; THENCE SOUTH 49 PLANTES 05 MINUTES 46 SECONDS BAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGLERS 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEBT; THENCE SOUTH 5 DECREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DECRE'S 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE MORTHEAU. LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF ABGINING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DC.1 48. T NUMBER 22935012, ALL IN COOK COUNTY, ILLINOIS

#### PARCEL "D";

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, B GST CF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT CP INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF ANT PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING OF THE HERRIN DESCRIBED PROPERTY; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS BAST 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE BOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS RAST 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS BAST 175.00 FEET; THENCE

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NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST 70.00 FEET; THENCE NORTHEASTERLY 617.352 FRET ALONG THE ARC OF A CIRCLE OF 500.00 FRET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, ID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE MAST LINE OF THE AFORESAID NOF THEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARTILLEL WITH THE SOUTHERN TERMINUS AND THE WESTERLY EXTENSION THEREOF OF MEACHAM RUAD AS DESCRIBED PER COURT CASE # 68-"L"-13469 IN THE WEST 1/2 OF THE MORTHWEST 1/4 OF JEC. JON 13, TOWNSHIP AND RANGE APORESAID); THENCE NORTH 89 DEGREES 59 MINUTES 52 SECOND , ELST 771.913 FEET ALONG SAID EXTENSION TO THE EAST LINE OF THE AFORESAID NORTHEAST . / OF SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST 1506.436 1931 ALONG SAID EAST LINE OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER THEREOF; THEACF SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST 2699.57 PRET ALONG THE SOUTH LINE OF 3A D NORTHEAST 1/4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1486.043 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXTRAPTING THEREFROM THOSE PARTS OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS: TLAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF TH' THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FFAT (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAT, .SR DOCUMENT #10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4. DISTANCE OF 530.00 FEBT TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING JA GALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 32 CONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SF COND. EAST, A DISTANCE OF 112.178 FEET; THENCE printpolsouth 87 DEGREES 22 MINUTES 2" SECONDS EAST, A DISTANCE OF 218.229 PEBT; THENCE NORTH 74 DEGREES 52 MINUTES 3 STOOMDS RAST, A DISTANCE OF 38.33 FEBT; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS FAST, A DISTANCE OF 162.788 FEST; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS BAJT A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS RAST, A DISTRAC. OF 97.198 FRET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95 7 FEET. THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THEN CE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DF JP ... 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREE. 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 5, M'NUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 9: DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FRET TO THE SOUTHWEST WENEF OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SA D NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN CO. COUNTY, ILLINOIS,

AND ALSO EXCEPT THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OP SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST. A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 PEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 PEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 PEET; THENCE NORTH 24 DEGREES 50 MINUTES 51 SECONDS WEST, A

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DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS MEST, A
DISTANCE OF 95.76 FEET; THENCE NORTH 6 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE
OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF
75.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00
FE T, THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET;
THFICE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE
SOUT, 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON
THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT # 22935012; THENCE
SOUTH 13 JEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON
THE SOUTH 1 IE OF SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG SAID SOUTH
LINE, SOUTH 9, DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE
FOINT OF BEGIN 185, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT
OF DEDICATION FOR TUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS
DOCUMENT 22935012, ALL IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

EASEMENT APPURTENANT TO AND FOR 19TH BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN EASEMENT GRANT DATED JUJE . 1980 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST LUMBE . 10103, GRANTOR, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, LOT PLRSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, GRANTEE, AND RECORDED JULY 14, 1980 IN THE OFFICE OF THE RESONDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25513407 FOR PARKING OF M TOP VEHICLES AND FOR ACCESS AND INGRESS OVER THE FOLLOWING DESCRIBED REAL PROPERTY.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14. TOWNSH P 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 00 DECREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 , A DISTANCE OF 50.12 PEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIBLD ROAD, AND ITS WESTERLY EXTENSION THAF OF, A DISTANCE OF 924.16 FEBT TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SACCIOS WEST A DISTANCE OF 229.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUT'S 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 12 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 72.00 FRET TO THE HEREIN ABOVE POINT OF BEGINNING, ALL IN COOK COUNTY,