THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

DLA Piper LLP (US) 203 North LaSalle Street Suite 1900 Chicago, Illinois 60601 Attn: David V. Hall, Esq.



Doc#: 1122933127 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/17/2011 02:08 PM Pg: 1 of 13

Recorder's use only.

### FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Agreement") is dated as of the 2011, between ASCENT CH2, LLC, a Delaware limited liability company ("Borrower"), and EAST ROCK CAPITAL, LLC, a Delaware limited liability company, as agent for EREF Special Situations, LLC, a Delaware limited liability company, East Rock Simco Endowment Fund, LP, a Delaware in nited partnership, Steven Shore, an individual, and LaM Financial Holdings, Ltd., LLLP, a Colora do limited liability limited partnership (collectively, the "Lender").

### RECITALS

- A. Borrower previously executed and delivered to Lender that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 5, 2010 and recorded September 13, 2010 with the Cook County Recorder of Deeds as Document No. 1025633015 (the "Mortgage"), which Mortgage encumbers the real property legally described on Exhibit A hereto and the "Premises" (as defined in the Mortgage), and (ii) the other "Loan Documents", as defined in the Mortgage.
- B. By scrivener's error, the Mortgage incorrectly referenced in Recital A of the Mortgage the "Maturity Date" as May 17, 2012, subject to extension as provided in the Note, rather than the correct date of November 18, 2012.
  - C. The parties desire to amend the Mortgage to correct such error.

#### **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are hereby incorporated into and made a part of this Agreement) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree and amend the Mortgage as follows:

Box 400-CTCC

1122933127 Page: 2 of 13

# **UNOFFICIAL COPY**

1. <u>Amendment of Mortgage</u>. The reference in Recital A of the Mortgage to the "Maturity Date" as "May 17, 2012, subject to the extension as provided in the Note" is hereby amended to read: "November 18, 2012, subject to extension as provided in the Note."

### 2. <u>Miscellaneous</u>.

- (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- (b) Except as expressly modified hereby, the terms of the Mortgage and other Loan Documents are and remain unmodified and in full force and effect.
- (c) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (d) 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.
- (e) This Agreement may be executed in counterparts and it is the intention of the parties hereto that any executed counterpart shall constitute the agreement of the parties and that all of the counterparts shall together constitute one and the same agreement of the parties.

1122933127 Page: 3 of 13

# **UNOFFICIAL COP**

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

### **BORROWER:**

ASCENT CH2, LLC, a Delaware limited liability company

By: Grande Property Holdings, LLC, a Missouri limited liability company,

its manager

### **LENDER:**

EAST ROCK CAPITAL, LLC, a Delaware limited liability company, as agent for Lender

By:\_ Name:\_\_\_\_\_ Or Cook County Clerk's Office Title:\_\_\_\_\_

1122933127 Page: 4 of 13

# **UNOFFICIAL CC**

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

#### **BORROWER:**

ASCENT CH2, LLC, a Delaware limited liability company

By: Grande Property Holdings, LLC, a Missouri limited liability company, its manager

> By:\_ Of Coot County Clert's Office Name: Title:

### **LENDER:**

EAST ROCK CAPITAL, LLC, a Delaware limited liability company, as agent for Lender

By: Name: ADAH SHAPIRO

Title: MANAGING PRINCIPAL

1122933127 Page: 5 of 13

# **UNOFFICIAL COPY**

STATE OF Missing	)
COUNTY OF COOK St. Luis	) SS. )
of GRANDE PROPERTY HOLDINGS, LL of Ascent CH2, LLC, a Delaware limited person and acknowledged that as such delivered the said instrument as his/her own act of said extities, for the uses and purposes	seal, this _30 <sup>th</sup> day of March, 2011.
STATE OF MIS 30L RI St. Louis County 08487514 My Commission Expires 2 / 21 / 2/12	Notary Public  My Commission Expires: 2 /24/2012
STATE OFCOUNTY OF COOK	) SS.
HEREBY CERTIFY, that  Delaware limited liability company, as agent and acknowledged that as such	, in and for the County and State aforesaid, <b>DO</b> , as of East Rock Capital, LLC, a t for Lender, appeared before me this day in person that he signed and delivered the said and as the free and voluntary act of said entities, for
GIVEN under my hand and notarial se	eal, this day of March, 2011.
	Notary Public
	My Commission Expires: / /

1122933127 Page: 6 of 13

## **UNOFFICIAL COPY**

STATE OF	)	
COUNTY OF	) (	SS.
COUNTY OF	)	
I, the undersigned, a Not	ary Public, in	n and for the County and State aforesaid, DO
HEREBY CERTIFY, that		, as
of GRANDE PROPERTY HOLD	INGS, LLC, a	, as, as, as manager
of Ascent CH2, LLC, a Delawar	e limited liab	pility company, appeared before me this day in
person and acknowledged that a	s such	that he/she signed and e and voluntary act and as the free and voluntary
act of said criticis, for the uses and	.s/ner own ired I nurnoses the	e and voluntary act and as the free and voluntary
	-	
GIVEN under my hand and	l notarial seal,	this day of March, 2011.
		· · · · · ·
Ox		
		Notary Public
		Notary 1 done
	4	My Commission Expires:/_/
	'	
	0	Notary Public  My Commission Expires:/_/
	Ç	10 ··
STATE OF NEW YORK	)	
	) SS.	
COUNTY OF NEW YORK	)	

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ADAM SUAPPO, as MANNAY Purff of East Rock Capital, LLC, a Delaware limited liability company, as agent for Lender, appeared before me this day in person and acknowledged that as such Mannay at and as the free and voluntary act of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of April, 2011.

Notary Public

My Commission Expires: 4/11/15

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01M06153440
Qualified in New York County
Commission Expires 9-1.2.2940
4/11/15

1122933127 Page: 7 of 13

## **UNOFFICIAL COPY**

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

LOTS 1 AND 3 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE CHIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-FXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ACCESS AND SIGNAGE EASEMENT AGREEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614059 AND AMENDED BY DOCUMENT 0810022023 FOR INGRESS AND EGRESS OVER AND UPON AN EASEMENT AREA ALONG THE SOUTH LINE OF LOT 2 IN AFORESAID NORTHLAKE BUSINESS PARK SUBDIVISION AND OVER AND UPON AN EASEMENT AREA ALONG THE EAST LINE OF LOT 4 AND THE SOUTH LINE OF LOT 3 IN NORTHLAKE BUSINESS CAMPUS RESUBDIVISION, AS SHOWN ON EXHIBITS F, H, I, J AND K ATTACHED THERETO.

#### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE UTILITY EASEMENT AGREEMENT AND OPTION FOR STORMWATER MANAGEMENT EASEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614060 AND AS AMENDED BY FIRST AMENDMENT RECORDED NOVEMBER 27, 2001 AS DOCUMENT 0011110644, FOR THE PURPOSES OF OPERATING, REPAIRING, MAINTAINING AND REPLACING; A SINGLE EXISTING WATER LINE, STORMWATER DRAINAGE LINES, ELECTRIC LINES, AND PUBLIC UTILITIES AND RELATED APPURTENANCES, OVER AND UPON THAT PART OF LOT 2 IN NORTHLAKE BUSINESS PARK SUBDIVISION AFORESAID AND LOTS 3 AND 4 LV NORTHLAKE BUSINESS CAMPUS SUBDIVISION AS SHOWN ON EXHIBITS D, E, F, C, Y, I, J AND K ATTACHED THERETO.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE FINAL PLAT OF RESUBDIVISION FOR NORTHLAKE BUSINESS PARK RECORDED AS DOCUMENT 0010613545 FOR INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF LOT 2 IN AFORES AID SUBDIVISION.

#### PARCEL 5 (RAILROAD AVENUE):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PORTION OF THE LAND LOCATED OUTSIDE OF AND ABUTTING LOT 1, PARCEL 1 BOUNDARY DESCRIBED ABOVE, FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST 1/4, 1064.15 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE EAST AT RIGIT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 849.69 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 806.69 FEET TO A POINT 43.00 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 913.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 956.00 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS 26094902, 26099442 AND 09066007, AS AMENDED BY ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED APIJI 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

PARCEL 6 (PALMER EXTENSION):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEMDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 320.33 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 66.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 372.33 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 411.98 FEET; THENCE EAST AT A RIGHT ANGLE TO THE EAST LINE OF SAID SECTION A DISTANCE OF 52.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 346.37 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS NO. 26099443, 26094902, 97499117 AND 09066007, AS AMENDED BY ACCESS AND

SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED APRIL 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

#### PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT 21332145 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAS. 1/4 OF AFORESAID SECTION 31, 541 FEET WEST OF THE EAST LINE OF SECTION 31; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 100 DEGREES 03 MINUTUS WITH THE LAST DESCRIBED NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 TO A POINT ON THE SOUTHERLY BOUNDARY OF PALMER AVENUE, A DISTANCE OF 17 FEET, MORE OR LESS; THENCE WEST ALONG SAID SOUTHERLY BOUNDARY OF PALMER AVENUE TO A POINT ON THE SOUTHERLY BOUNDARY OF THE PRIVATE ASPHALT EXTENSION OF PALMER AVENUE, WHICH IS 56 FEET SOUTH OF SAID NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST. 1/4 AND 1001 FEET WEST OF THE EAST LINE OF SECTION 31; THENCE NORTH TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 460 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 8:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRIVEWAY PURPOSES OVER THE EAST 75 FEET OF THE FOLLOWING DESCRIBED LAND AND EASEMENT OVER, UPON AND UNDER A STRIP OF LAND OF SUFFICIENT WIDTH TO RECONSTRUCT, RENEW, MAINTAIN AND OPERATE AN EIGHT-INCH CAST IRON PIPE WATER MAIN EXTENDING NORTHERLY AND SOUTHERLY PARALLEL WITH AND A DISTANT OF 66 FEET FROM THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 AS CONTAINED IN THE QUIT CLAIM DEEDS FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO WILLIAM R. SCHOLLE AND SARAH R. SCHOLLE, HIS WIFE, DATED JANUARY 2, 1953 AND JANUARY 12, 1953 AND RECORDED FEBRUARY 24, 1953 AS DOCUMENT NUMBERS 15552236 AND 15552237 AND IN THE AFFIDAVIT RECORDED AS DOCUMENT 16947034, THE CONTRACT CONCERNING EASEMENT RECORDED AS DOCUMENT 16947035 AND THE AGREEMENT FOR EASEMENT RECORDED AS DOCUMENT 16947036, OVER THE FOLLOWING DESCRIBED TRACT OF LAND:

1122933127 Page: 10 of 13

### **UNOFFICIAL COPY**

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TOWIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 300 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDIC / TION RECORDED AS DOCUMENT NUMBER 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 510.37 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BECONNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 510.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

**ALSO** 

THE EASTERLY 75 FEET OF THE WEST FRACTIONAL HALF OF AFORESAID SECTION 31, LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY ABOVE DESCRIBED AND NORTH OF THE NORTH LINE OF NORTH AVENUE.

#### PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM IMPERIAL FLOORING AND WATERPROOFING COMPANY, AN ILLINOIS CORPORATION, TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906687 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

1122933127 Page: 11 of 13

# **UNOFFICIAL COPY**

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 900 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 384 FEET; THENCE WEST PAR ALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 414.50 TEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACT OF THE CAICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 451.92 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM S. N. NIELSEN COMPANY, AN ILLINOIS CORPORATION, TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906688 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 1500 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION, RECORDED AS DOCUMENT NO. 10298762, IN BOOK 272 OF PLATS ON PAGES 22 AND 23, IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE A DISTANCE OF 320 FEET; MORE OR LESS, TO A POINT DISTANT, 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST EASTERLY

MAIN TRACK, OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY, PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 393.47 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET, TO THE POINT OF BEGINNING.

#### AND ALSO

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PART CULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNIN'S AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 1284 FEET, NORTH AS MEASURED ALONG SUCH EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED AND SHOWN ON PLAT OF DEDICATION RECORDED AS COCUMENT 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 216 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET TO A POINT DISTANT 100 FFET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE POINT OF INTERSECTION WITH A LINE WHICH INTERSECTS THE PLACE OF BEGINNING AND IS PARALLEL TO THE NORTH LINE OF SAID NORTH AVENUE, THENCE EAST ALONG SAID LINE WHICH IS PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED MARCH 26, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906686 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL

1122933127 Page: 13 of 13

### **UNOFFICIAL COPY**

MERIDIAN, WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT 2,200 FEET AND 3,330 FEET, RESPECTIVELY, NORTHERLY FROM THE SOUTH LINE OF SAID SECTION 31, EXCEPTING THEREFROM, HOWEVER, SO MUCH OF THE AFORESAID EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31 WHICH LIES NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 50 FEET SOUTHEASTERLY FROM THE MOST EASTERLY MAIN TRACK OF SAID RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED. THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL OF LAND BEING A PART OF THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY QUIT-CLAIM DEED DATED APRIL 25, 1955 TO S. N. NIELSEN COMPANY BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY.

PARCEU 12:

TWO 33 FOOT EASEMENTS CREATED BY DOCUMENT 14463284 RECORDED DECEMBER 16, 1948 FOR THE BENEFIT OF PARCEL 1 CONNECTING INSURED PARCEL TO WOLF ROAD AND EXCEPTING THEREFROM ANY PART OF EASEMENT FALLING WITHIN PARCEL! AFORESAID.

venu. Common Address: 505 Railroa' Avenue, Northlake, Illinois