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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/18/2012 03:31 PM Pg: 1 of 13

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Nutter, McClennen & Fish, LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Paul J. Avocb, Esq.
Reference: 12 Oaks at Woodfield

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") is made and entered into as of this 17th day of December, 2012 (the "**Effective Date**"), by and between **DIV WOODFIELD GARDENS PROPERTY, LLC**, a Massachusetts limited liability company (the "**Mortgagor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (the "**Mortgagee**"), as administrative bank and lead arranger (in such capacity, "**Administrative Bank**"), and as a bank (together with any other lender that may now or hereafter acquire an interest in the Loan (as hereinafter defined), individually referred to as a "**Bank**" and collectively referred to as the "**Banks**").

BACKGROUND

A. On March 17, 2011, Banks made a loan to Mortgagor in the original aggregate principal sum of **Twenty-Five Million Two Hundred Fifty Thousand and No/100 Dollars (\$25,250,000)** (the "**Original Loan**") as evidenced by (i) a Construction Loan and Security Agreement dated March 17, 2011, by and among Mortgagor, DIV Woodfield Gardens, LLC, a Massachusetts limited liability company ("**Borrower's Member**"), Administrative Bank and the Banks, as affected by the (x) First Amendment to and Ratification of Construction Loan and Security Agreement and Guaranties dated as of June 27, 2011, by and among Mortgagor, Borrower's Member, Guarantors (as defined therein), Administrative Bank and Banks, and (y) Second Amendment to and Ratification of Construction Loan and Security Agreement dated as of June 14, 2012, by and among Mortgagor, Borrower's Member, Guarantors, Administrative Bank and Banks (collectively, and as the same may be hereafter further amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the "**Original Loan Agreement**"); and (ii) Promissory Note dated March 17, 2011, given by Mortgagor to Mortgagee and made payable to the order of Mortgagee (as the same may be

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hereafter further amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the “**Original Note**”).

B. The Original Note is secured by, among other things, a certain (i) Mortgage, Assignment of Rents and Security Agreement dated as of March 17, 2011, from Mortgagor for the benefit of Mortgagee, recorded with the Cook County, Illinois Recorder of Deeds (the “**Recorder’s Office**”) as Document No. 1107744053 (as the same may be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the “**Original Mortgage**”), encumbering certain real property and the improvements thereon, having an address of 4700 Arbor Drive, Rolling Meadows, Cook County, Illinois, as more particularly described in **Exhibit A** attached hereto (the “**Real Property**”), and (ii) Assignment of Leases and Rents dated as of March 17, 2011, from Mortgagor for the benefit of Mortgagee, recorded with the Recorder’s Office as Document No. 1107744054, encumbering the Real Property (as the same may be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the “**Original Assignment of Leases and Rents**”).

C. The Original Loan Agreement, the Original Note, the Original Mortgage, the Original Assignment of Leases and Rents and any other instrument or agreement evidencing, securing or pertaining to the Original Loan by Banks to Mortgagor, as any of the same may now or hereafter be amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, are collectively referred to in this Amendment as the “**Original Loan Documents**.”

D. As evidenced by the (i) Third Amendment to and Ratification of Construction Loan and Security Agreement, Guaranties and Other Loan Documents dated of even date herewith, by and among Mortgagor, Borrower’s Member, Guarantors, Administrative Bank and Banks (the “**Third Amendment to Loan Agreement**”) (the Original Loan Agreement, as amended by the Third Amendment to Loan Agreement, and as the same may now or hereafter be amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, is referred to hereunder as, the “**Loan Agreement**”), and (ii) Amended and Restated Promissory Note made of even date herewith, but effective as of March 17, 2011, given by Mortgagor and made payable to the order of Mortgagee (as the same may be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the “**Note**”), Banks have increased the Original Loan to Mortgagor by Eight Million and No/100 Dollars (\$8,000,000) (the “**Additional Loan**”), bringing the total original aggregate principal sum of the loan to Mortgagor to Thirty-Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$33,250,000) (the Original Loan and the Additional Loan, together, the “**Loan**”).

E. As evidenced by this Amendment by and between Mortgagor and Mortgagee (the Original Mortgage, as amended by this Amendment, and as the same may now or hereafter be amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, is referred to hereunder as, the “**Mortgage**,” and the Original Assignment of Leases and Rents, as amended by this Amendment, and as the same may now or hereafter be amended, modified, supplemented, substituted, extended, restated, renewed or

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replaced from time to time, is referred to hereunder as, the “**Assignment of Leases and Rents**”), the Loan Agreement, the Note and the Obligations (as defined in the Loan Agreement) are secured by the Mortgage and the Assignment of Leases and Rents.

F. The Loan Agreement, the Note, the Mortgage, the Assignment of Leases and Rents and any other instrument or agreement evidencing, securing or pertaining to the Loan by Banks to Mortgagor, as any of the same may be amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time (including, without limitation, the Original Loan Documents, as any of the same may now or hereafter be amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time), are collectively referred to in this Amendment as the “**Loan Documents**.”

NOW, THEREFORE, for the purpose of inducing Banks to make the Additional Loan, and in consideration of Banks extending the Additional Loan to Mortgagor and for other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding any contrary provision included in the Loan Agreement, the Note, the Mortgage, the Assignment of Leases and Rents or any other of the Loan Documents, Mortgagor and Mortgagee hereby amend the Original Mortgage and the Original Assignment of Leases and Rents as more particularly set forth below.

AMENDMENT

1. Capitalized Terms. Each capitalized term appearing but not defined herein shall have the meaning ascribed to such term in the Original Mortgage.
2. Recitals. The recitals above set forth are true and correct and are incorporated herein by reference.
3. Amendments to Original Mortgage. As of the Effective Date, the Original Mortgage is hereby amended as follows:
 - a. Defined Terms. The terms “Note,” “Mortgage,” “Loan Agreement,” “Loan Document,” “Loan Documents” and “Loan,” as such terms are defined in and used throughout the Original Mortgage, are hereby deleted and replaced with the terms “Note,” “Mortgage,” “Loan Agreement,” “Loan Document,” “Loan Documents” and “Loan,” respectively, as such terms are defined in and used in this Amendment.
 - b. Maximum Principal Indebtedness. The full grammatical paragraph immediately preceding Section 1 of the Original Mortgage (beginning with the words “THIS IS A MORTGAGE and secures . . .” and ending with the words “. . . (as such term is defined in the Loan Agreement)”) is hereby amended by deleting the words “Fifty Million Five Hundred Thousand and No/100 Dollars (\$50,500,000)” therefrom and replacing them with the words “Sixty-Six Million Five Hundred Thousand and No/100 Dollars (\$66,500,000).”

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- c. Notices. Section 23 of the Original Mortgage is hereby amended by deleting the notice address for the Mortgagee therein and replacing it with the following:

“Mortgagee: U.S. Bank National Association
One Federal Street, 9th Floor
Boston, MA 02110-2012
Attention: Gordon Clough, Vice President”

- d. Interest Rate. Effective as of March 17, 2011, the Original Mortgage is hereby amended by adding the following as Section 33(n) thereof:

“(n) Mortgagor shall pay to Administrative Bank (as defined in the Loan Agreement) interest on the Notes computed at the Loan Rate (as defined below). As used herein, the following terms shall have the following meanings:

‘**LIBOR**’: Means the so-called ‘London Interbank Offered Rate.’

‘**LIBOR Based Rate**’: Means for any day, a rate of interest per annum equal to the sum of (a) the LIBOR Rate in effect on such day, plus (b) the LIBOR Margin.

‘**LIBOR Margin**’: Means two hundred seventy-five (275) basis points (or, 2.75%).

‘**LIBOR Rate**’: Means for each calendar month during the term of the Loan Agreement, the one-month LIBOR Rate quoted by Administrative Bank from Reuters Screen LIBOR01 Page or any successor thereto designated by Administrative Bank, which shall be that one-month LIBOR Rate in effect two (2) New York Banking Days prior to the Reprice Date adjusted for any reserve requirement and any subsequent costs arising from a change in government regulations, such rate rounded up to the nearest one-sixteenth percent (1/16%) and such rate to be reset monthly on each Reprice Date. The term “**New York Banking Day**” means any day (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York. The term “**Reprice Date**” means the first (1st) day of each month. If the initial Advance (as defined in the Loan Agreement) occurs other than on a Reprice Date, then the initial one-month LIBOR Rate shall be that one-month LIBOR rate quoted by Administrative Bank two (2) New York Banking Days prior to the date of the initial Advance, which rate plus the percentage described above shall be in effect until the next Reprice Date. Administrative Bank’s internal records of applicable interest rates shall be determinative in the absence of manifest error.

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'Loan Rate': Means the LIBOR Based Rate, unless the Loan must bear interest at a rate that is determined other than by LIBOR, in which event the Loan Rate shall, at Administrative Bank's election, be based on an alternate index reasonably comparable to that of LIBOR sufficient to generate a return substantially the same as that contemplated hereby."

4. Amendments to Original Assignment of Leases and Rents. As of the Effective Date, the Original Assignment of Leases and Rents is hereby amended as follows:

- a. Defined Terms. The terms "Note," "Mortgage," "Loan Agreement," "Loan Document," "Loan Documents" and "Loan," as such terms are defined in and used throughout the Original Assignment of Leases and Rents, are hereby deleted and replaced with the terms "Note," "Mortgage," "Loan Agreement," "Loan Document," "Loan Documents" and "Loan," respectively, as such terms are defined in and used in this Amendment.
- b. Notices. Section 14 of the Original Assignment of Leases and Rents is hereby amended by deleting the notice address for the Assignee therein and replacing it with the following:

"Assignee: U.S. Bank National Association
One Federal Street, 9th Floor
Boston, MA 02110-2012
Attention: Gordon Clough, Vice President"

5. Effective Date. Mortgagor and Mortgagee hereby acknowledge and agree that this Amendment shall be effective from and after the Effective Date and not to any period of time prior thereto. To the extent this Amendment contains language which purports to amend the Original Mortgage with respect to periods of time prior to the Effective Date, such language is for clarification purposes only and shall not be deemed to change the obligations of the parties with respect thereto.

6. Ratification of Original Mortgage and Original Assignment of Leases and Rents Provisions. Except as otherwise expressly amended, modified and provided for in this Amendment, (a) Mortgagor hereby (i) ratifies all of the provisions, covenants and conditions of the Original Mortgage and the Original Assignment of Leases and Rents, and (ii) remakes all representations and warranties in the Original Mortgage and the Original Assignment of Leases and Rents effective as of the Effective Date, and (b) all representations, warranties, covenants, conditions and other provisions of the Original Mortgage and the Original Assignment of Leases and Rents shall be deemed to be incorporated herein and made a part hereof and shall continue in full force and effect as amended hereby.

7. No Novation. Notwithstanding anything to the contrary contained in this Amendment, the execution, delivery and acceptance of this Amendment shall not constitute a

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satisfaction or a novation with respect to the indebtedness secured by the Original Mortgage, as modified by this Amendment.

8. Binding Amendment. This Amendment shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

9. Severability. If any clause or provision of this Amendment is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby, and that in lieu of each such clause or provision of this Amendment that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

10. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

MORTGAGOR:

DIV WOODFIELD GARDENS PROPERTY, LLC, a Massachusetts limited liability company

By: DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company, its Sole Member

By: WOODFIELD GARDENS MANAGER CORP., a Massachusetts corporation, its Manager

By: _____
Name: Jonathan G. Davis
Title: President

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Its: _____

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

MORTGAGOR:

DIV WOODFIELD GARDENS PROPERTY, LLC, a Massachusetts limited liability company


By: DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company, its Sole Member

By: WOODFIELD GARDENS MANAGER CORP., a Massachusetts corporation, its Manager

By: _____
Name: Jonathan G. Davis
Title: President

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: 
Its: _____

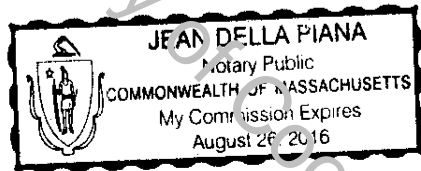
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COMMONWEALTH OF MASSACHUSETTS :
: SS
COUNTY OF SUFFOLK :

On the 7th day of December, in the year 2012, before me, the undersigned, personally appeared Jonathan G. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of Woodfield Gardens Manager Corp., in its capacity as manager of DIV Woodfield Gardens, LLC, in its capacity as sole member of DIV Woodfield Gardens Property, LLC, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument

WITNESS my hand and seal the day and year aforesaid.



Jean Della Piana

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS :
: SS
COUNTY OF SUFFOLK :

On the ____ day of November, in the year 2012, before me, the undersigned, personally appeared Gordon J. Clough, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of U.S. Bank National Association, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal the day and year aforesaid.

Notary Public
My Commission Expires:

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COMMONWEALTH OF MASSACHUSETTS :
 : SS
COUNTY OF SUFFOLK :

On the ____ day of November, in the year 2012, before me, the undersigned, personally appeared Jonathan G. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of Woodfield Gardens Manager Corp., in its capacity as manager of DIV Woodfield Gardens, LLC, in its capacity as sole member of DIV Woodfield Gardens Property, LLC, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal the day and year aforesaid.

Notary Public
My Commission Expires:

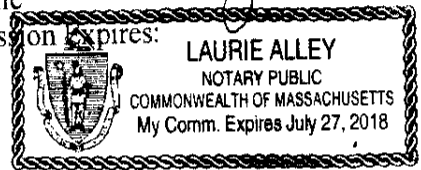
COMMONWEALTH OF MASSACHUSETTS :
 : SS
COUNTY OF SUFFOLK :

On the 29th day of November, in the year 2012, before me, the undersigned, personally appeared Gordon J. Clough, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of U.S. Bank National Association, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal the day and year aforesaid.

Laurie Alley

Notary Public
My Commission Expires:



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EXHIBIT A

Legal Description of Real Property

Real property in the City of Rolling Meadows, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 40 RODS; THENCE NORTHWARD, ALONG THE WEST LINE OF SAID EAST 40 RODS, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 406.18 FEET; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 408.93 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 55 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 190 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 124.05 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 23 MINUTES, 00 SECONDS WEST, A DISTANCE OF 810.93 FEET; THENCE EASTWARD ALONG A LINE, BEING 66 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 673.65 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 445.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 1 OF RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 2:

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THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 180 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 38 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 2 (EXCEPTING THE EASTERLY 22.00 FEET OF SAID LOT 2, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 3

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO. 1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394686; THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE SOUTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12

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DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARCH LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 39 DEGREES 06 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 4700 Arbor Drive, Rolling Meadows, Illinois

Permanent Index Numbers: 07-12-203-007-0000
 07-12-203-008-0000
 07-12-203-011-0000
 08-07-203-012-0000

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