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Doc#: 1235339068 Fee: \$60.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 12/18/2012 03:32 PM Pg: 1 of 12

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Nutter, McClennen & Fish, LLP Seaport West 155 Seaport Boulevard Boston, MA 02210-2604 Attn: Paul J. Ayoub, Esq.

Reference: 12 Oaks at Woodfield

FIRST AMENDMENT TO (A) COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND OTHER LG AN DOCUMENTS, AND (B) SUBORDINATION OF RECORD DOCUMENTS

THIS FIRST AMENDMENT TO (A) COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMELY. ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND OTHER LOAN DOCUMENTS, AND (B) SUBORDINATION OF RECORD DOCUMENTS (this "Amendment") is made and entered into as of this 17 day of December, 2012 (the "Effective Date"), by and between DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company (the "Assignor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee"), 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 "Tank" and collectively referred to as the "Banks").

BACKGROUND

A. On March 17, 2011, Banks made a loan to DIV Woodfield Gardens Property, LLC, a Massachusetts limited liability company (the "Borrower"), 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 Borrower, Assignor, 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 Borrower, Assignor, 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 Borrower, Assignor, 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 Borrower to Assignee and made payable to the order of Assignee (as the same may be hereafter further amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the "Original Note").

- The Original Note is secured by, among other things, a certain (i) В. Mortgage, Assignment of Rents and Security Agreement dated as of March 17, 2011, from Borrower for the benefit of Assignee, 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, he "Original Mortgage"), encumbering certain real property and the improvements are eon, having an address of 4700 Arbor Drive, Rolling Meadows, Cook County, Illinois, as more particularly described in Exhibit A attached hereto (the "Real Property"), (ii) Assignment of Leases and Rents dated as of March 17, 2011, from Borrower for the benefit of Assignee, recorded with the Pecorder's Office as Document No. 1107744054, encumbering the Real Property (as the same mey be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the "Original Assignment of Leases and Rents"), and (iii) Collateral Assignment of Mortgage and Security Agreement, Assignment of Leases and Rents, Financing Stater ier t and Other Loan Documents dated as of March 17, 2011, from Assignor for the benefit of Assignee, recorded with the Recorder's Office as Document No. 1107744056, pursuant to which Assignor collaterally assigned to Assignee all of Assignor's right, title and interest in and to the Assigned Loan Documents (as defined therein) as additional collateral for the Loan (as the same may be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the "Original Collateral Assignment").
- C. The Original Loan Agreement, the Original Note, the Original Mortgage, the Original Assignment of Leases and Rents, the Original Collateral Assignment and any other instrument or agreement evidencing, securing or pertaining to the Original Loan by Banks to Borrower, 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. Pursuant to the Subordination of Record Documents dated as of March 17, 2011, by and between Assignor and Assignee, recorded with the Recorder's Office as Document No. 1107744060, Assignor fully subordinated the Assigned Loan Documents to the Original Loan Documents, as more particularly set forth therein (as the same may be hereafter amended, modified, supplemented, substituted, extended, restated, renewed or replaced from time to time, the "Original Subordination Agreement").
- E. 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 Borrower, Assignor, 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 Borrower and made payable to the order of Assignee (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 Borrower by Eight Million and No/100 Dollars (\$8,000,000) (the "Additional Loan"), bringing the total original aggregate principal sum of the loan to Borrower 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").

- F. As evidenced by the First Amendment to Mortgage, Assignment of Rents and Security Agreement, and Assignment of Leases and Rents of even date and record herewith, by and between Borrower and Assignee (the "First Amendment to Mortgage and Assignment of Leases and Rents") (the Original Mortgage, as amended by the First Amendment to Mortgage and Assignment of Leases and Rents, 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 herounder as, the "Mortgage," and the Original Assignment of Leases and Rents, as amended by the First Amendment to Mortgage and Assignment of Leases and Rents, 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 "Assignment of Leases and Rents," and together with the Mortgage, the "Senior Record Documents"), the Senior Record Documents were both amended to evidence that the Loan Agreement, the Note and the Obligations (as defined in the Loan Agreement) are secured by the Senior Record Documents.
- G. As evidenced by this Amendment (the Original Collateral Assignment, 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 "Collateral Assignment," and the Original School dination Agreement, 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 "Subordination Agreement"), the (i) Loan Agreement t, the Note and the Obligations are secured, in part, by the Collateral Assignment, and (ii) Assigned Loan Documents are fully subordinate to the Loan Documents (as defined below).
- H. The Loan Agreement, the Note, the Mortgage, the Assignment of Leases and Rents, the Collateral Assignment and any other instrument or agreement evidencing, securing or pertaining to the Loan by Banks to Borrower, 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 Borrower 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, the Collateral Assignment, the Subordination Agreement or any other of the Loan Documents, Assignor and Assignee hereby amend the Original Collateral Assignment and the Original Subordination Agreement as more particularly set forth below.

AMENDMENT

- 1. <u>Capitalized Terms</u>. Each capitalized term appearing but not defined herein shall have the meaning ascribed to such term in the Original Collateral Assignment.
- 2. <u>Recitals</u>. The recitals above set forth are true and correct and are incorporated herein by reference.
- 3. <u>Amendarents to Original Collateral Assignment</u>. As of the Effective Date, the Original Collateral Assignment is hereby amended as follows:
 - a. Defined Terms. The (i) terms "Loan Agreement" and "Loan," as such terms are defined in and used throughout the Original Collateral Assignment, are hereby deleted and replaced with the terms "Loan Agreement" and "1 oan," respectively, as such terms are defined in and used in this Amendment, and (ii) term "Guaranties," as such term is defined and used throughout the Original Collateral Assignment, is hereby deleted and replaced with the term "Guaranties," as such term is defined in and used in the Third Amendment to Loan Agreement.
- 4. <u>Amendments to Original Subordination Agreement</u>. As of the Effective Date, the Original Subordination Agreement is hereby amended as follows:
 - a. <u>Defined Terms</u>. The terms "Senior Loan," "Senior Loan Agreement," "Senior Mortgage," "Senior Assignment of Ren's "Senior Record Documents" and "Loan Documents," as such terms are defined in and used throughout the Original Subordination Agreement, are hereby deleted and replaced with the terms "Loan," "Loan Agreement," "Mortgage," "Assignment of Leases and Rents," "Senior Record Documents," and "Loan Documents," respectively, as such terms are defined in and used in this Amendment.
- 5. <u>Confirmation and Ratification of Subordination</u>. Assignor hereby agrees that the Assigned Loan Documents (which Assigned Loan Documents are referred to as the "Subordinated Loan Documents" in the Original Subordination Agreement) are hereby subject to and are subordinated to the Senior Record Documents as fully and effectually and to all intents and purposes as if the Assigned Loan Documents had been executed, delivered, recorded and filed after the recording of the Senior Record Documents.

- 6. Effective Date. Assignor and Assignee 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 Collateral Assignment and/or the Original Subordination Agreement 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.
- Agreement Provisions. Except as otherwise expressly amended, modified and provided for in this Amendment, (a) Assignor hereby (i) ratifies all of the provisions, covenants and conditions of the Original Collateral Assignment and the Original Subordination Agreement, and (ii) remakes all representations and warranties in the Original Collateral Assignment effective as of the Effective Dale, and (b) all representations, warranties, covenants, conditions and other provisions of the Original Collateral Assignment and the Original Subordination Agreement (to the extent applicable) shall be deemed to be incorporated herein and made a part hereof and shall continue in full force and effect as amended hereby.
- 8. <u>No Novation</u>. Notwithstanding anything to the contrary contained in this Amendment, the execution, delivery and acceptance of this Amendment shall not constitute a satisfaction or a novation with respect to the indebtedness secured, in part, by the Original Collateral Assignment, as modified by this Amendment.
- 9. <u>Binding Amendment</u>. This Amendment shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- 10. <u>Severability</u>. 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.
- 11. <u>Counterparts</u>. This Amendment may be executed simultaneously 1.1 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.

ASSIGNOR:

DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company

WOODFIELD GARDENS MANAGER By: L. natio.

Of Its.

Of Control of CORP., a Massachusetts corporation, its

U.S. BANK NATIONAL ASSOCIATION, a

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

ASSIGNOR:

DIV WOODFIELD GARDENS, LLC, a Massachusetts limited liability company

na. WOODFIELD GARDENS MANAGER CORP., a Massachusetts corporation, its Manager

By: Name: Jonathan G. Davis Title: President

ASSIGNEE:

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

C/O/X/S O/X/CO

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COMMONWEALTH OF MASSACHUSETTS :
COUNTY OF SUFFOLK : SS
On the 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, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument. WITNESS THY hand and seal the day and year aforesaid. WITNESS THY hand and seal the day and year aforesaid. 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 COUNTY OF SUFFOLK	: : SS :
On theday of November, in the year appeared Jonathan G. Davis, personally known to evidence to be the individual whose name is acknowledged to me that he executed the sam Garder. Manager Corp., in its capacity as manage by his signature on the instrument, the individual actod executed the instrument. WITNESS my hand and seal the day and y	s subscribed to the within instrument and e in his capacity as President of Woodfield ger of DIV Woodfield Gardens, LLC, and that lual or the entity upon behalf of which the
Ox	
Coop	Notary Public My Commission Expires:
COMMONWEALTH OF MASSACHUSETTS	:) _* : SS
COUNTY OF SUFFOLK	45.

On the Add 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 Publ

My C

NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS My Cornm. Expires July 27, 2018 1235339068 Page: 10 of 12

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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 NORTH WARD, 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 DE PREES 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; THE VCF 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 35 FEET; THENCE SOUTH 81DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 490 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 MORTHEAST 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 FASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDY SION 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 PRNICIPAL 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 RAMEN 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 LENGT 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 89 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 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF PLGINNING, IN COOK COUNTY, ILLINOIS.

4700 Arbor Drive, Rolling Meadows, Illinois th.

The opening of the contract of the contra Property Address:

07-12-203-007-0000 Permanent Index Numbers:

07-12-203-008-0000 07-12-203-011-0000 08-07-203-012-0000

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