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RECORDING REQUESTED BY AND AFTER RECORDING, RETURN TO:

Career Education Corporation 231 N. Martingale Road Schaumburg, IL 60173 Attn: Sofia Goebel, Legal Dept.



Doc#: 1335344026 Fee: \$60.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 12/19/2013 11:30 AM Pg: 1 of 11

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATION, NON DISTURBANCE, AND ATTORNMENT AGREEMENT

Parties and Defined Terms

Date of this Agreement (for reference):	October 1, 2013
Landlord:	Boxer F2, L.P.
(Include full address and	720 N Post Oak Rd, Suite 500
contact party for notices.)	Heuston, TX 77024
Tenant:	CEC Educat onal Services, LLC
(Include full address and	c/o Career Education Corporation
contact party for notices.)	231 North Martingale Road
	Schaumburg, IL (0173
	Attn: Vice President, Rea Estate
	With a copy to:
	Career Education Corporation
	231 North Martingale Road
	Schaumburg, IL 60173
	Attn: V.P., Associate General Counsel, Real Estate
Lender:	Beal Bank USA
(Include full address and	10970 Village Center Circle, Suite 1
contact party for notices.)	Las Vegas, Nevada 89134
	Attn: Mortgage Administration
Lease:	Lease dated April 8th, 2005
(Identify by date, including	First Amendment dated September 23, 2011
any amendments.)	Assignment and Assumption of Lease dated April 10, 2012
	Second Amendment dated September 1, 2013
	124,593 rentable square feet

S P S M SC E

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Premises: (Identify by square footage, unit number, or other clear description of location.)	Suite 150, 350, 400, 500, 600, 700, 800, 900,
Real Property: (Identify by street address or other clear description. Legal description attached as Exhibit A.)	One Century Center 1750 East Golf Road Schaumburg, IL 60173
Guarantor (Include for a ddress and contact party for notices)	Career Education Corporation 231 North Martingale Road Schaumburg, IL 60173 Attn: Vice President – Real Estate

Recitals

- A. Tenant and Landlord as successor in interest to Great Lakes One Century L.L.C. entered into the Lease of the Premises.
- B. Lender has made, or intend; to make, a mortgage loan (the "Loan") to Landlord. The Loan is or will be secured by a mortgage or deed of trust encumbering the Real Property (the "Mortgage").
- C. Lender, Landlord, and Tenant, by this Agreement, desire to set forth their respective rights and obligations with respect to the Lease, Premises, and Real Property.

Agreement

- 1. <u>Subordination</u>. Subject to Paragraph 3 below the lease is and shall be subordinate to the Loan, the Mortgage, and all obligations evidenced or secured by the Loan or Mortgage (including all renewals, modifications, consolidations, extensions, and replacements thereof and rights and options therein, if any).
- 2. Attornment. Tenant's obligations and rights under the Lease shall not terminate or be excused on account of a foreclosure of the Mortgage or delivery of a deed in lieu thereof (either, a "Foreclosure"). Following a Foreclosure, Tenant shall attorn to and recognize Lender or any other party that acquires the Real Property by means of the Foreclosure (Lender and any such party are collectively referred to herein as the "Successor Landlord") as its landlord for the unexpired balance (including any extensions, if duly and timely exercised) of the term of the Lease on the same terms and conditions as set forth in the Lease.
- 3. <u>Non-Disturbance</u>. Following or in connection with the Foreclosure, Lender and Successor Landlord shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings for the purpose of terminating the Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease beyond any applicable notice and cure periods. However, neither Lender nor Successor Landlord shall be: (a) liable for the return of any security deposit unless such deposit has been delivered to Lender or Successor Landlord by

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Landlord or Tenant; (b) bound by any rent or additional rent that Tenant may have paid prior to Foreclosure more than one month before it became due, except for sums due Tenant, if any, in connection with the reconciliation of estimated operating expenses, taxes or other charges under the Lease; (c) bound by any amendment or modification of the Lease made without the prior written consent of Lender or Successor Landlord, except for amendments or modifications contemplated by the Lease, such as the exercise of renewal, expansion or rights of first refusal under the Lease, which shall not require Lender or Successor Landlord consent; (d) personally liable under the Lease (the liability of Lender and Successor Landlord, if any, shall be enforced in accordance with paragraph 31 of the Lease); (e) obligated to cure any default by Landlord under the Lease which occurred before Foreclosure except to the extent that such default continues after Foreclosure; and (f) liable for, or subject to any offset or defense relating to, any acts, omissions, covenants, representations or warranties made by Landlord before Foreclosure, except for defaults that are continuing, or for Landlord's obligations of repair and maintenance or for sums due Tenant, if any, in connection with the reconciliation of estimated operating expenses, taxes or other charges.

- 4. Notice and Opportunity to Cure. Tenant shall deliver to Lender, concurrently with its delivery of the same of Landlord, a true and complete copy of any notice of default that it may deliver to Landlord. To the extent, if any, that Tenant has a right to terminate the Lease, assert a defense, or exercise an offer right on account of the default described in that notice, it shall not exercise such right or assert such a defense or exercise such an offset right until (i) the time provided in the Lease for Landlord to core the default has expired, (ii) Tenant delivers to Lender written notice that such time has expired without a cure (the "Lender Cure Notice"), and (iii) Lender has failed to cure the default within thirty (30) days after receipt of the Lender Cure Notice (the "Lender's Cure Period"). If the default cannot reasonably be cured within the Lender's Cure Period and Lender has commenced the cure, or if the default cannot be cured by Lender without first obtaining control of the Real Property through Foreclosure, related proceedings or the appointment of a receiver, then Lender's Cure Period shall be extended for up to an additional ninety (90) days so long as Lender is making reasonable and diligent efforts to obtain control of the Real Property and to cure the default.
- 5. Assignment of Lease. This Agreement is notice to Tenant that, in connection with the Loan, Landlord has assigned the Lease and its rights thereunder to Lender. Landlord hereby notifies Tenant that Lender has the right, by written notice to Tenant, a direct Tenant to make all payments of rent and additional rent directly to Lender or its designee. I andlord hereby authorizes Tenant to accept such direction from Lender and waives all claims against Tenant for any payments made in accordance with such directions. Tenant shall have no duty to inquire as to the facts and circumstances which may underlie such direction from Lender. Unless and until Lender delivers such direction, all payments of rent and additional rent are to be made to Landlord or its designee.
- 6. <u>Notices</u>. Any notices contemplated under this Agreement shall be deemed delivered upon actual receipt or when proper delivery is refused, provided that the notice is in writing, is addressed to the address and contact party indicated above (or to any successor address duly delivered to all parties), and dispatched prepaid by certified mail, commercial courier, overnight mail, or any other delivery service which automatically generates a record of delivery.

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- 7. <u>Assignment of Guaranty</u>. By separate written agreement (the "Lease Guaranty"), Guarantor has guaranteed or will guaranty to Landlord the obligations of Tenant under the Lease. Landlord has assigned or will assign the Lease Guaranty to Lender in connection with the Loan. Guarantor hereby consents to the assignment of the Lease Guaranty and agrees that the execution, delivery and performance of this Agreement by Tenant shall in no way affect or discharge Guarantor's obligations under the Lease Guaranty.
- 8. <u>Delivery of Information</u>. Tenant shall provide directly to Lender all information and documents which Tenant is required to deliver to Landlord pursuant to the Lease, including estoppel certificates and financial information, only to the extent, as specified by the Lease; in accordance with the timing and other requirements set forth in the Lease.

9. Miscellaneous.

- a. Nothing in this Agreement is intended or shall be construed to give Tenant any termination right, offset right, or defense that it does not already have under the terms and conditions of the Lease and applicable law.
- b. This Agreement represents the entire Agreement and the Lease among Landlord, Tenant, and Lender with respect to the subject matter hereof. Oral agreements, if any, are hereby cancelled. This Agreement may be modified only by a formal written agreement signed by a duly authorized representative of the party charged with the modification.
- c. This Agreement shall be birding upon and shall inure to the benefit of the successors and assigns of the parties hereto with respect to the Real Property, Lease, and Loan; provided, however, that nothing herein shall be construed as consent to an assignment or transfer that is prohibited by the terms of the Lease.
- d. This Agreement may be executed in any number of counterparts and by telecopy.
- e. In the event of any litigation relating to this Agreement or its breach, the prevailing party shall recover its costs, including reasonable attorneys' fees and the allocated cost for services of in-house counsel.
- f. This Agreement shall be governed by the laws of the state where the Real Property is located, without regard to the choice of law rules of that state.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives.

LANDLORD:

BOXER F2, L.P.,

a Texas limited partnership

By: Boxer M2, L.L.C., a Texas limited liability company,

its general partner

By: Name: Andrew Segal

Title: Manager

CEC EDUCATIONAL SERVICES, LLC, an Illinois limited liability company

DOOP OF COOP

Name:

GUARANTOI(:

CAREER EDUCATION CORPORATION, a

Delaware corporation

Name: Colleer

LENDER:

BEAL BANK USA

By: W.T. Saurenmann Name:

Authorized Signatory Title:

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ACKNOWLEDGMENT

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before me on this the <u>U</u> day of September, 2013, by .L.C., a Texas limited liability company, as General partnership, on behalf of said limited partnership.
Notary Public in and for the State of Texas
CHASITY MARTINEZ Notary Public, State of Texas My Commission Expires February 25, 2017
§ 8
§
before me on this the Taday of September, 2013, 4of CEC EDUCATIONAL SERVICES, LLC, an of said Company.
Notary Public in and for the State of Illinois
OFF.CI,^L SEAL HEIDI H.EIF_FZ Notary Public - Sta e of Illinois My Commission Expires Mar 18, 2016
§
§
before me on this the day of September, 2013, of CAREER EDUCATION CORPORATION, a poration.
Notary Public in and for the State of Illinois OFFICIAL SEAL HEIDI HEIFETZ Notary Public - State of Illinois My Commission Expires Mar 28, 2016

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THE STATE OF Vexas	§
COUNTY OF COLLA	§ §

This instrument was acknowledged before me on this the 2 day of September, 2013, by using as a grant of Beal Bank USA, a thrift company organized under the laws of the state of Nevada, on behalf of said company.

Notary Public in and for the State of Texas

My Commiss or Expires:

12-5-14

Appres:

Or Cook Colling Clark's Office

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EXHIBIT A

legal description

PIN: 07-12-400-014-0000 07-12-400-016-0000

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

LOTS 2 AND (IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 CF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, IN COOK COUNTY, ILLINOIS.

PARCEL B2: (EASEMENT PAICE! 11):

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 25, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE PAYELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOVIN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN- WOODFIELD-7. SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12. TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1,993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

[continued on next page]

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COMMENCING AT A CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 520,00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 28.00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST 56.50 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO THE EAST LINE OF CENTRAL PARK BOULEVARD AS DEDICATED PER SAID WOODFIELD VILLAGE GREEN, WOODFIELD 76 SUBDIVISION, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF SOUTH 75 DEGREES, 43 MINUTES, 52 SECONDS WEST; THENCE NORTH 0 DEGREES, 23 MINUTES, 13 SECONDS WEST ALONG THE EAST LINE, 34.67 FEET, THENCE EASTERLY ALONG A CURVE, CONCANE TO THE SOUTH, HAVING A RADIUS OF 29:00 FEET, AN ARC DISTANCE OF 14.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF 76 DEGREES, 31 MINUTES, 30 SECONDS EAST; THENCE NORTH 89 DEGREES, 36 MINUTES 41 SECONDS EAST 56.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B3 (EASEMENT PARCEL 111)

EASEMENT FOR THE BENEFIT OF PAICE. BI AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1994 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS LOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFOR VIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOW! AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN-WOODFIELD-) SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SAID LOT 2 BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 283.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES; 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, 28.00 FEET; THENCE SOUTH 65 DEGREES, 51 MINUTES, 29 SECONDS WEST 76.77 FEET TO THE NORTHEAST CORNER OF CENTRAL PARK BOULEVARD, DEDICATED PER SAID WOODFIELD VILLAGE GREEN WOODFIELD 76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST ALONG THE NORTH LINE OF SAID CENTRAL PARK BOULEVARD, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST 56.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 100.00 FEET; THENCE NORTH 86 DEGREES, 42 MINUTES, 58 SECONDS EAST 70.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B4 (EASEMENT PARCEL IV)

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THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS.

PARCEL B5 (EASEMENT PARCEL V)

THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS

PARCEL B6 (NORTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705; AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION JUL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58
CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECILOW 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER, 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 283.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENC! NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 161.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 125.50 FEET, AN ARC DISTANCE OF 98.57 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 96.05 FEET AND A BEARING OF SOUTH 68 DEGREES, 12 MINUTES, 10 SECONDS EAST; THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 76.47 FF.FT TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 26.50 FEET, AN ARC DISABLED OF 16.82 FEET TO THE EAST LINE OF SAID LOT 1, BEING 381.29 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THE CLORE OF SAID ARC HAVING A LENGTH OF 16.54 FEET AND A BEARING OF SOUTH 63 DEGREES, 53 MINUTES, 15 SECONDS EAST, THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS CAST ALONG SAID EAST LINE, 27.15 FEET, THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 37.24 FEET AND A BEARING OF NORTH 66 DEGREES, 04 MINUTES, 23 SECONDS WEST; THENCE NORTH 45 DEGRE S, 42 MINUTES, 10 SECONDS WEST 76.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY LONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 77.36 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 75.39 FEET AND A BEARING OF NORTH 68 DEGREES, 12 MINUTES, 10 SECONDS WEST; THENCE SOUTH 89 DEGREES, 17 MINUTES, 50 SECONDS WEST 161.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B7 (SOUTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016649, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A

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CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTER'S, INC., A DELAWARE CORPORATION, FOR ACCESS, NGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

BEGINN'NG AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 520.00 FEET SOUTH OF THE NORTH-WEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 226.00 FEET, THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 131.65 FEET TO THE EAST LINE OF SAID LOT 1, BEING 613.09 FEET SOUTH 0F THE NORTHEAST CORNER THEREOF, THENCE GOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 38.18 FEET; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 147.47 FEET, THENCE SOUTH 89 DECREES, 17 MINUTES, 50 SECONDS WEST 214.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE, 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS