WHEN RECORDED MAIL TO:
PACIFIC CITY BANK
SBA DEPARTMENT
3701 WILSHIRE BLVD., #310
LOS ANGELES, CA 90010

SEND TAX NOTICES TO: YONG DAI PASK 3281 PRESTWICK LANE NORTHBROOK, IL 60062

FOR RECORDER'S USE ONLY

This Hazardous Substances Agreement prepared by:

SBA DEPARTMENT
PACIFIC CITY BANK
3701 WILSHIRE BLVD., #310
LOS ANGELES, CA 90010

### HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated February 12, 2014, is made and executed among YONG DAI PARK, whose address is 3281 PRESTWICK LANE, NORTHBECOK, IL 60062 (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"); and PACIFIC CTY BANK, SBA DEPARTMENT, 3701 WILSHIRE BLVD., #310, LOS ANGELES, CA 90010 (referred to below, as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in COOK County, State of Illinois:

See EXHIBIT "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 811 PIPER LANE, PROSPECT HEIGHTS, IL 60070. The Real Property tax identification number is 03-24-200-095-0000, 03-24-200-106-0000.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

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## UNA FEE CHALES CORENTY

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No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

### AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall rectify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Pernedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, in estigatory or remedial action (including emergency response, removal, containment and other remedial action) (1) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor interiod that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Areement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the arent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligation; under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably

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# UNA FEICHALES AGREEMENT (Continued)

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prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expresses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws to by orders of any governmental authority having jurisdiction under any Environmental Laws, including without imitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth relow in the Survival section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness,

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# UNA FOR SCHOOL CONTINUED (CONTINUED)

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(B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' rees: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reconable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax collars to assist small business owners. If the United States is seeking to enforce this document, then under SBA egulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state central, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of LOS ANGELES County, State of California.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases

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## UNA FOR CONTINUES COREMENT

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such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, logether with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time

**Borrower**. The word "Borrower" means YOUNG'S TIPS TO TOES, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous

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Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all obligations of Indemnitor under the Guaranty, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the obligations under the Guaranty and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means PACIFIC CITY BANK, its successors and assigns.

Note. The word "Note" means The promissory note dated **February 12**, **2014**, \Bin the original principal amount of \$150,000.00\b from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note in a variable interest rate based upon an index. The index currently is 3.250% per annur. Payments include principal and interest. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means at of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Real Property. The words "Real Property" mear the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instrume ts, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING KESD ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED FEBRUARY 12, 2014.

**GUARANTOR:** 

LENDER:

TORGODAL TAME

PACIFIC CITY BANK

**Authorized Signer** 

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# UNA FER COPY (Continued)

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INDIVIDUAL ACKNOWLEDGMENT				
STATE OF	)			
	) SS			
COUNTY OF De Page	)			
On this day before the, the undersigned Notary Pub be the individual described in and who executed the he or she signed the Agreement as his or her fre therein mentioned.	Hazardous Substan	ces Agreement, and	d acknowledged that	
Given under my hand and official seal this	h day of _	February	, 20 <u>i4</u> .	
By Seikeun Ahn	Residing at	6126 Riverbend	Dr, Lisle, IL	
Notary Public in and for the State of			605	
My commission expires /0/2/16		OFFICIAL SEAL SEIKEUN AHN DTARY PUBLIC - STATE OF ILL MY COMMISSION EXPIRES:10		
LENDER AC	KNOWEDGMEN ) ) ss	See Attai	eined P	
COUNTY OF	)	Tie		
On this day of	a voluntary act and	deed of PACIFIC	CALL BANK, QUIY	
therein mentioned, and on oath stated that he or shexecuted this said instrument on behalf of <b>PACIFIC</b> (	ne is authorized to $\epsilon$			
Βγ	Residing at			
Notary Public in and for the State of	- A/A			
My commission expires				

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## **UNOFFICIAL COPY**

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	•	
	<b>(</b>	
County of Los Augeles		
On <u>February 13. 2014</u> before me, _	Chloe Kang, Notary Public  Here Insert Name and The of the Officer	
personally appeared	***************************************	
percentally appeared	Scyping Kwak Nambo(s) of Signer(s)	
$\triangleright$	who proved to me on the basis of satisfactor	
	evidence to be the person(s) whose name(s) is par	
90	subscribed to the within instrument and acknowledged	
CHLOE KANG	to me that he/sne/they executed the same in his/ne/their authorized capacity(ies), and that by	
Commission # 1913068	his/her/their signature(s) on the instrument the	
Notary Public - California Los Angeles County	person(s), or the entity upon behalf of which the	
My Comm. Expires Cec 10, 2014	person(s) acted, executed the instrument.	
	I certify under PENALTY OF PERJURY under the	
O	laws of the State of California that the foregoing	
	paragraph is true and correct.	
	WITNESS my hand and official seal.	
	VVITNESS my rianu anu omicial seal.	
	Signatura	
Place Notary Seal Above .	Signature: Signature of Notary Public	
Though the information below is not require	PTIONAL ————————————————————————————————————	
Description of Attached Document	STALL TOURISH OF A TO TOTAL TO AND THE TOURISM.	
Title or Type of Document:	~/	
Document Date:		
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)	/x.	
Signer's Name:	Signer's Name:	
□ Corporate Officer — Title(s):		
• • • • • • • • • • • • • • • • • • • •		
☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Top of the		
☐ Attorney in Fact	Attorney in Fact	
☐ Trustee	□ Trustee	
☐ Guardian or Conservator	☐ Guardian or Conservator	
☐ Other:	☐ Other:	
Signer Is Representing:	Signer Is Representing:	

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## UNOFFICIAL COPY

Address Given: 811 Piper Lane

Prospect Heights, IL 60070

Permanent Index No.: 03-24-200-095-0000 and 03-24-200-106-0000

Legal Description:

### PARCEL 1:

THE WEST 90.0 FEET OF THE EAST 350.0 FEET OF THE NORTH 32.50 FEET OF THE SOUTH 172.50 FEET AND THE WEST 15.0 FEET OF THE EAST 385.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 85.0 FEET AND THE WEST 55.00 FEET OF THE EAST 440.0 FEET OF THE SOUTH 85.0 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES 70 SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FFET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY DEED FROM PULLMAN BANK AND TRUST COMPANY, AS CORPORATION OF ILLINOIS. AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10. 1970 AND KNOWN AS TRUST NUMBER 71-80 45 TO JOHN PAVLIS AND ERMIONI PAVLIS, HIS WIFE, DATED MAY 17, 1971 AND RECORDED JUNE 18, 1971 AD DOCUMENT NUMBER 21517097 FOR INGRESS AND EGRESS OVER THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT OF THAT NORTH LINE OF THE SOUTH 226.23 FELT OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MIL WAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE): THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET: THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.16 FEET TO THE SCUTHERLY LINE OF RELOCATED PALATINE ROAD SHOWN AS THE SHADED AREA ON THE PLAT OF EASEWENT, DATED JULY 08, 1970 AND RECORDED JULY 10, 1970 AS DOCUMENT NUMBER 21206396 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 23, 1970 AS DOCUMENT NUMBER LR2522805 AND SHOWN AS THE SHADED AREA ON THE PLAT OF SURVEY, DATED JULY 22, 1970 AND RECORDED JULY 22, 1970 AS DOCUMENT NUMBER 21216875 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 23, 1970 AS DOCUMENT NUMBER LR2522806 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1), IN COO'N COUNTY, ILLINOIS.