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Doc#: 1404935259 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/18/2014 11:18 AM Pg: 1 of 13

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PIN NUMBERS. 20-05-106-004-0000
20-05-106-009-0000
20-05-102-034-0000
20-05-102-037-0000

Common Address: 4124 South Facing Street
Chicago, Illinois 60609

FIRST AMENDMENT TO MORTGAGE DOCUMENTS (ILLINOIS)

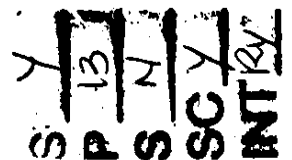
This First Amendment to Mortgage Documents (Illinois) (this "First Amendment") is executed and delivered as of the 31st day of January, 2014, by **Racine Partners, LLC**, an Illinois limited liability company (the "Mortgagor"), to JPMorgan Chase Bank, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, prior hereto, Lender provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor and the other "Borrowers", as hereinafter defined, pursuant to (a) that certain Loan and Security Agreement dated as of December 31, 2003, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 14, 2004, that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2005, that certain Third Amendment to Loan and Security Agreement dated as of April 30, 2006, that certain Fourth Amendment to Loan and Security Agreement dated as of April 30, 2007, that certain Fifth Amendment to Loan and Security Agreement dated as of January 8, 2008, that certain Sixth Amendment to Loan and Security Agreement dated as of April 30, 2008, and that certain Seventh Amendment to Loan and Security Agreement dated as of April 30, 2009, each by and among Lender, Edsal Sandusky Corporation, a Delaware corporation, as successor by merger to Edsal Sandusky Corporation, an Illinois corporation ("Edsal Sandusky"), Edsal Sandusky TN Corporation, a Delaware corporation, as successor by merger to Edsal Sandusky TN Corporation, an Illinois corporation ("Edsal Tennessee"), Sandusky Lee Corporation, a Delaware corporation, as successor by merger to Sandusky Lee Corporation, an Illinois corporation ("Sandusky Lee") (Edsal Sandusky, Edsal Tennessee and Sandusky Lee are each individually an "Original Borrower" and collectively the "Original Borrowers"), as further amended by that certain Eighth Amendment to Loan and Security Agreement dated as of April 1, 2010, that certain Ninth Amendment to Loan and Security Agreement dated as of April 30, 2010, that certain Tenth Amendment to Loan and Security Agreement dated as of March 31, 2011, that certain Eleventh Amendment to

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Loan and Security Agreement dated as of July 14, 2011, that certain Twelfth Amendment to Loan and Security Agreement dated as of April 30, 2012, and that certain Thirteenth Amendment to Loan and Security Agreement dated as of June 22, 2012, each by and among Lender, Original Borrowers, Sandusky Atlantic Corporation, a Delaware corporation, as successor by merger to Sandusky Atlantic Corporation, an Illinois corporation with its chief executive office located at 4400 South Packers Avenue, Chicago, Illinois 60609 ("Sandusky Atlantic"), and Anderson Road Tampa, LLC, an Illinois limited liability company with its chief executive office located at 4400 South Packers Avenue, Chicago, Illinois 60609 ("Anderson Road Tampa"), as further amended by that certain Fourteenth Amendment to Loan and Security Agreement dated as of April 30, 2013, and that certain Fifteenth Amendment to Loan and Security Agreement dated as of December __, 2013, each by and among Original Borrowers, Sandusky Atlantic, Anderson Road Tampa, Mortgagor, Sandusky Buddy Corporation, a Delaware corporation with its chief executive office located at 4400 South Packers Avenue, Chicago, Illinois 60609 ("Sandusky Buddy") (Original Borrowers, Sandusky Atlantic, Anderson Road Tampa, Mortgagor and Sandusky Buddy are individually an "Existing Borrower" and collectively the "Existing Borrowers"), and as further amended by that certain Sixteenth Amendment to Loan and Security Agreement of even date herewith, by and among Lender, Existing Borrowers, and Proviso Partners LLC, an Illinois limited liability comp, with its chief executive office located at 4400 South Packers Avenue, Chicago, Illinois 60609 ("Proviso Partners") (Existing Borrowers and Proviso Partners are individually a "Borrower" and collectively the "Borrowers") (collectively, as further amended or restated from time to time, the "Loan Agreement"), (b) that certain Mortgage and Security Agreement (Illinois) dated as of April 30, 2013, executed and delivered by Mortgagor to Lender, and recorded May 17, 2013, in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 1313712019, encumbering the real property (the "Premises") described on Exhibit "A" attached hereto and incorporated herein (as amended or restated from time to time, the "Mortgage"), and (c) the other documents, agreements and instruments referenced in the Mortgage or executed and delivered pursuant thereto, including, without limitation, that certain Assignment of Rents and Lessor's Interest in Leases (Illinois) dated as of April 30, 2013, executed and delivered by Mortgagor to Lender and recorded May 17, 2013, in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 1313712020, encumbering the Premises (as amended or restated from time to time, the "Assignment of Rents");

WHEREAS, contemporaneously herewith, Borrowers desire Lender to, among other things, (a) join Proviso Partners as a "Borrower" under the Loan Agreement, and (b) provide an additional advance under "Term Loan F" (as such term is defined in the Loan Agreement) thereby increasing the total outstanding principal balance of Term Loan F to \$7,655,000.04, which shall be evidenced by that certain Term Note F of even date herewith executed and delivered by Borrowers to Lender (as amended or restated from time to time, "Term Note F") (collectively, the "Additional Financial Accommodations"); and

WHEREAS, as a condition to Lender providing the Additional Financial Accommodations to Borrowers, Mortgagor is required to execute and deliver this First Amendment to Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals.** Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment.

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2. **Amendment to Mortgage.** Effective as of the date of this First Amendment, the Mortgage and is hereby amended as follows:

A. **Amended Definition.** Section 1.2 of the Mortgage is hereby amended by deleting the definition of "Liabilities" contained therein in its entirety and substituting therefor the following:

"Liabilities": shall mean any and all debts, claims, obligations, Rate Hedging Transaction obligations, demands, monies, liabilities or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from any one or more of the Borrowers to Lender, now or hereafter evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of this Mortgage, the Loan Agreement, the Revolving Note, Term Note A, Term Note D, Term Note E, Term Note F, the Environmental Indemnity Agreement, the Pennsylvania Assignment of Rents, any of the other Loan Documents or otherwise, including, without limitation, (1) all advances made to protect and preserve the value of the Mortgaged Property and the priority of Lender's lien hereon, and (2) all obligations arising under or in connection with Rate Hedging Transactions, provided, however, that the definition of Liabilities shall not create any guarantee by any obligor of (or grant of security interest by any obligor to support, as applicable) any Excluded Swap Obligations of such obligor for purposes of determining any obligations of any obligor.

B. **New Definitions.** Section 1.2 of the Mortgage is hereby amended by adding the following new definitions thereto in the appropriate alphabetical order:

"Commodity Exchange Act": shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Excluded Swap Obligation" shall mean, with respect to any obligor, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such obligor of, or the grant by such obligor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) (a) by virtue of such obligor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such obligor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation or (b) in the case of a Swap Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such obligor is a "financial entity," as defined in Section 2(h)(7)(C)(i) the Commodity Exchange Act (or any successor provision thereto), at the time the guaranty of such subsidiary obligor becomes or would become effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

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"Swap Obligation" shall mean, with respect to any obligor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

C. **Joint and Several.** Section 7.11 of the Mortgage is hereby amended by deleting Subsection 7.11 in its entirety and substituting therefor the following:

"7.11 All references herein to the Borrowers shall mean Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Lee, Sandusky Atlantic, Anderson Road Tampa, Sandusky Buddy and Proviso Partners, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of each Borrower shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Lee, Sandusky Atlantic, Anderson Road Tampa, Sandusky Buddy and Proviso Partners, and the breach or default thereof shall give rise to joint and several liability to Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Lee, Sandusky Atlantic, Anderson Road Tampa, Sandusky Buddy and Proviso Partners."

3. **Amendment to Assignment of Rents.** Effective as of the date of this First Amendment, Section IX of the Assignment of Rents is hereby amended by deleting Subsection F in its entirety and substituting therefor the following

"F. All references to "Borrower" and "Borrowers" shall mean Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Lee, Sandusky Atlantic, Anderson Road Tampa, Sandusky Buddy and Proviso Partners, both individually and collectively, and jointly and severally."

4. **References to Borrowers.** All references to "Borrowers" and "Borrower" in the Mortgage and Assignment of Rents shall mean each of Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Atlantic, Anderson Road Tampa, Racine Partners, Sandusky Buddy and Proviso Partners, individually and collectively, as the context may require, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Atlantic, Anderson Road Tampa, Racine Partners, Sandusky Buddy and Proviso Partners.

5. **Liabilities Secured.** Mortgagor hereby reaffirms, confirms, acknowledges and agrees that the Mortgage and the Assignment of Rents secure all Liabilities, including, but not limited to, (i) all obligations and liabilities under that certain Revolving Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed Five Million and no/100 Dollars (\$5,000,000.00), including all interest thereon, as amended or restated from time to time; (ii) all obligations and liabilities under that certain Term Note A dated as of April 30, 2013, executed and delivered by Borrowers to Lender in the principal amount of Eight Hundred Six Thousand Two Hundred Fifty and no/100 Dollars (\$806,250.00), including all interest thereon, as amended or restated from time to time; (iii) all obligations and liabilities under that certain Term Note D dated as of June 22, 2012, executed and delivered by Existing Borrowers to Lender in the principal amount of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), including all interest thereon, as amended or restated from time to time (iv) all obligations and liabilities under that certain

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Term Note E dated as of April 30, 2013, executed and delivered by Borrowers to Lender in the original principal amount of Eight Hundred Eighty Thousand and 04/100 Dollars (\$880,000.04), including all interest thereon, as amended or restated from time to time; and (vii) all obligations and liabilities under that certain Term Note F of even date herewith executed and delivered by Borrowers to Lender in the principal amount of Seven Million Six Hundred Fifty-Five Thousand and 04/100 Dollars (\$7,655,000.04), including all interest thereon, as amended or restated from time to time.

6. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, as amended hereby.

7. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

8. **Exhibits.** The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

9. **Choice of Law.** This First Amendment shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the Commonwealth of Pennsylvania. Wherever possible, each provision of this First Amendment shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

10. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.

11. **Waiver of Jury Trial.** MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS FIRST AMENDMENT, THE MORTGAGE, THE LIABILITIES, THE COVENANTS OR THE OTHER LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED IN CONNECTION THEREWITH OR RELATED THERETO.

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12. **Confirmation of Confession of Judgment.** MORTGAGOR ACKNOWLEDGES THAT THE MORTGAGE CONTAINS AUTHORIZATIONS TO CONFESS JUDGMENT AGAINST MORTGAGOR, THAT AT THE TIME MORTGAGOR EXECUTED THE LOAN DOCUMENTS MORTGAGOR CONSULTED, AND IN CONNECTION WITH THE EXECUTION OF THIS MODIFICATION AND THE EXECUTION OF THE DOCUMENTS AND INSTRUMENTS REQUIRED HEREBY HAS CONSULTED LEGAL COUNSEL WITH RESPECT THERETO AND THAT MORTGAGOR UNDERSTANDS (AND AT THE TIME IT EXECUTED THE REVISED NOTE AND OTHER LOAN DOCUMENTS MORTGAGOR UNDERSTOOD) THAT THE EXERCISE BY LENDER OF THE AUTHORIZATIONS WILL RESULT IN THE ENTRY OF A JUDGMENT AGAINST MORTGAGOR AND THE SALE OR ATTACHMENT OF OR EXECUTION UPON MORTGAGOR'S PROPERTY WITHOUT PRIOR NOTICE OR THE OPPORTUNITY FOR A HEARING.


[signature page follows]

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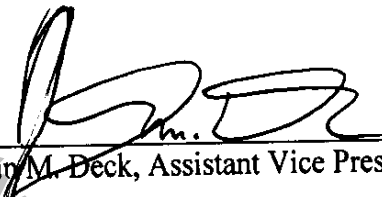
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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized officers, members or managers, as the case may be, as of the date first set forth above.

RACINE PARTNERS, LLC,
an Illinois limited liability company

By: 
Mitchell Liss, Manager

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: 
Jonathan M. Deck, Assistant Vice President

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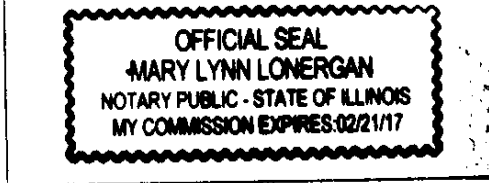
STATE OF Illinois)
) S.S.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mitchell Liss, who is personally known to me to be a Manager of **Racine Partners, LLC**, an Illinois limited liability company, subscribed to the foregoing First Amendment to Mortgage Documents (Illinois), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of January, 2014.

Mary Lynn Loneragan
Notary Public

My Commission Expires:



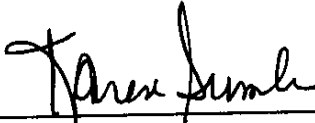
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STATE OF Illinois)
) S.S.
COUNTY OF Cook)

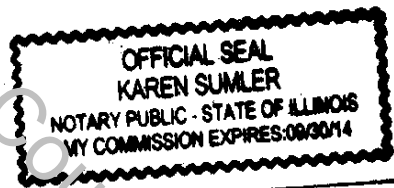
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonathan M. Deck, who is personally known to me to be an Assistant Vice President of **JPMorgan Chase Bank, N.A.**, a national banking association, subscribed to the foregoing First Amendment to Mortgage Documents (Illinois), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of January, 2014.



Notary Public

My Commission Expires: 09-30-14



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UNOFFICIAL COPY**EXHIBIT "A" TO MORTGAGE
LEGAL DESCRIPTION****PARCEL A:**

A PARCEL OF LAND CONSISTING OF A PART OF THE EAST 25 ACRES OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF BLOCK 2 IN PARKERS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST PART OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SECTION 5 AND PART OF THE WEST 15 ACRES OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 2, AT A POINT THEREON WHICH IS 31.82 FEET WEST FROM THE SOUTH EAST CORNER OF SAID BLOCK 2, (SAID SOUTH EAST CORNER OF BLOCK 2 BEING HEREIN DEFINED AS A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 WHICH IS 1741.87 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 5, AND RUNNING;

THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 31.24 FEET TO A POINT WHICH IS 1716.96 FEET SOUTH FROM THE NORTH LINE OF 13.01 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 992.00 FEET, A DISTANCE OF 201.48 FEET TO A POINT WHICH IS 1519.38 FEET SOUTH FROM THE NORTH LINE AND 50.25 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 150.53 FEET TO A POINT WHICH IS 1375.13 FEET SOUTH FROM THE NORTH LINE AND 92.97 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 704.00 FEET (THE NORTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 122.74 FEET TO THE POINT OF INTERSECTION OF SAID ARC WITH THE ARC OF ANOTHER CIRCLE, WHICH OTHER ARC IS CONVEX TO THE NORTHEAST AND HAS A RADIUS OF 1111.33 FEET, AND EXTENDS NORTHWESTWARDLY FROM A POINT WHICH IS 1300.07 FEET SOUTH FROM THE NORTH LINE AND 92.39 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 TO A POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5; (SAID POINT OF INTERSECTION BEING 1255.05 FEET SOUTH FROM THE NORTH LINE AND 117.40 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

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THENCE NORTHWESTWARDLY ALONG THE LAST DESCRIBED ARC, A DISTANCE OF 148.97 FEET TO SAID POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE OF 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 336.37 FEET, A DISTANCE OF 50.10 FEET TO A POINT WHICH IS 1095.15 FEET SOUTH FROM THE NORTH LINE AND 234.77 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 34.09 FEET TO A POINT WHICH IS 1070.39 FEET SOUTH FROM THE NORTH LINE AND 258.16 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 66.73 FEET TO A POINT WHICH IS 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 68.50 FEET TO A POINT WHICH IS 979.57 FEET SOUTH FROM THE NORTH LINE AND 358.17 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 125.47 FEET TO A POINT WHICH IS 912.10 FEET SOUTH FROM THE NORTH LINE AND 463.83 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.15 FEET TO A POINT WHICH IS 912.00 FEET SOUTH FROM THE NORTH LINE AND 512.98 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 112.28 FEET TO A POINT WHICH IS 999.25 FEET SOUTH FROM THE NORTH LINE AND 442.47 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 16.96 FEET TO A POINT WHICH IS 1006.67 FEET SOUTH FROM THE NORTH LINE AND 457.74 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 505.64 FEET, A DISTANCE OF 248.62 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 9.37 FEET WEST OF THE WEST LINE OF SAID BLOCK 2 IN PACKERS ADDITION TO CHICAGO PRODUCED NORTH AND 99.07 FEET NORTH OF THE LINE BETWEEN THE NORTH HALF AND SOUTH HALF OF SAID NORTHWEST QUARTER;

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, SAID DISTANCE OF 99.07 FEET TO A POINT ON THE LINE BETWEEN THE NORTH HALF AND THE SOUTH HALF OF SAID NORTHWEST QUARTER;

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THENCE EAST ALONG SAID LINE BETWEEN THE NORTH HALF AND THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 9.37 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 396.51 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2, WHICH IS HEREIN DEFINED AS BEING 1742.80 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5; AND

THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 365.46 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 704.00 FEET, AND EXTENDING NORTHWARDLY FROM A POINT WHICH IS 1375.13 FEET SOUTH FROM THE NORTH LINE AND 92.97 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, TO A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, WITH THE ARC OF ANOTHER CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1111.33 FEET, AND EXTENDING NORTHWESTWARDLY FROM A POINT WHICH IS 1300.07 FEET SOUTH FROM THE NORTH LINE AND 92.39 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 TO A POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.95 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5; (SAID POINT OF INTERSECTION BEING 1255.05 FEET SOUTH FROM THE NORTH LINE AND 117.40 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5) AND RUNNING;

THENCE NORTHWESTWARDLY ALONG THE LAST DESCRIBED ARC, A DISTANCE OF 148.97 FEET TO SAID POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 336.37 FEET, A DISTANCE OF 50.10 FEET TO A POINT WHICH IS 1095.15 FEET SOUTH FROM THE NORTH LINE AND 234.77 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 34.09 FEET TO A POINT WHICH IS 1070.39 FEET SOUTH FROM THE NORTH LINE AND 258.16 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE (THE NORTHWESTERLY TERMINUS OF WHICH IS A POINT 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 42.67 FEET;

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THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 45.81 FEET TO A POINT WHICH IS 1041.44 FEET SOUTH FROM THE NORTH LINE AND 243.73 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1136.28 FEET, A DISTANCE OF 194.82 FEET TO A POINT ON THE FIRST HEREIN DESCRIBED ARC WHICH IS 62.45 FEET, AS MEASURED ALONG SAID ARC, NORTHERLY FROM THE POINT OF BEGINNING, AND THENCE SOUTHWARDLY ALONG SAID FIRST HEREIN DESCRIBED ARC, SAID DISTANCE OF 62.45 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PIN(s): 20-05-106-004-0000
20-05-106-009-0000
20-05-102-034-0000
20-05-102-037-0000

Common Address: 4124 South Racine Street, Chicago, Illinois 60609

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