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Doc#: 1613944015 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/18/2016 11:23 AM Pg: 1 of 15

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FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS FIFTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of May 13, 2016, by and among CAPUTO REAL ESTATE, LLC, an Illinois limited liability company ("Mortgagor"), and BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee has heretofore made to Mortgagor a consolidated mortgage loan (the "Mortgage Loan") in the principal amount of \$5,418,312.50, as evidenced by that certain Consolidated Mortgage Note dated June 30, 2006 executed by Mortgagor and made payable to the order of Mortgagee in the principal amount of the Mortgage Loan (the "Original Mortgage Note").

B. Pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement dated as of November 30, 2009 (as heretofore amended, restated, modified or supplemented, the "Original Loan Agreement"), Mortgagee has heretofore made to Wiscon Corp., an Illinois corporation ("Wiscon"), and Caputo Cheese Market, Inc., an Illinois corporation ("CCM", and together with Wiscon, collectively, "Borrowers") (i) a revolving line of credit (the "Revolving Loans") in the original maximum principal amount of \$5,000,000.00, as later increased to \$6,000,000.00, and (ii) a term loan (the "Term Loan") in the principal amount of \$1,367,487.38, which Term Loan has been repaid in full.

C. The Mortgage Loan and the Revolving Loans (collectively, the "Original Loans") are secured by, among other things, (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 30, 2006 from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on November 6, 2006, as Document No. 0631045021 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), and (ii) certain other loan documents (the Mortgage Note (as hereinafter defined), the Loan Agreement, the Mortgage, the Guaranty (as hereinafter defined), the First Modification (as hereinafter defined), the Second Modification (as hereinafter defined), the Third Modification (as hereinafter defined),

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the Fourth Modification (as hereinafter defined), this Agreement and the other documents evidencing, securing and guarantying the Loans (as defined below), in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. The Mortgage Loan is further secured by that certain Amended and Restated Unconditional Guaranty dated June 30, 2006 made by Borrowers, jointly and severally, in favor of Mortgagee (as amended, restated, modified or supplemented and in effect from time to time, the "Guaranty").

E. Mortgagor and Mortgagee have heretofore entered into that certain First Modification Agreement dated as of September 6, 2007, and recorded with the Recorder's Office on December 20, 2007, as Document No. 0735447000 (the "First Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

F. Mortgagor and Mortgagee have heretofore entered into that certain Second Modification of Loan Documents dated as of June 30, 2011, and recorded with the Recorder's Office on July 14, 2011, as Document No. 1119544037 (the "Second Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

G. Mortgagor and Mortgagee have heretofore entered into that certain Third Modification of Loan Documents dated as of September 9, 2011, but effective as of August 30, 2011, and recorded with the Recorder's Office on February 10, 2012, as Document No. 1204122072 (the "Third Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

H. Mortgagor has heretofore executed and delivered to Mortgagee that certain Amended and Restated Consolidated Mortgage Note dated as of September 9, 2011, but effective as of August 30, 2011, in the principal amount of \$3,319,911.13 (the "Amended and Restated Mortgage Note"), which Amended and Restated Mortgage Note amended and restated the Original Mortgage Note in its entirety.

I. Mortgagor has heretofore executed and delivered to Mortgagee that certain Second Amended and Restated Consolidated Mortgage Note dated as of February 28, 2012, in the principal amount of \$3,177,323.95, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage Note"), which Mortgage Note amended and restated the Amended and Restated Mortgage Note in its entirety.

J. Mortgagor, Borrowers and Mortgagee have heretofore entered into that certain Fourth Modification of Loan Documents dated as of February 28, 2012, and recorded with the Recorder's Office on March 13, 2012, as Document No. 1207312047 (the "Fourth Modification"), whereby the Mortgage and certain other Loan Documents were amended in certain respects.

K. Mortgagor desires to further amend the Mortgage in order to provide that the Mortgage secures the Mortgage Loan and the Mortgage Note and no longer secures the Revolving Loans.

AGREEMENTS:

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NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Mortgagee to modify the Mortgage, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Mortgage Secures Mortgage Loan and Mortgage Note.** The Mortgage is hereby modified to provide that the Mortgage secures the Mortgage Loan and the Mortgage Note and no longer secures the Revolving Loans. All references in the Mortgage to "Loan" and "Loans" shall be deemed to mean and include the Mortgage Loan (and not the Revolving Loans).

2. **Maturity Date.** The maturity date of the Mortgage Loan is February 28, 2017. Any reference in the Mortgage or any other Loan Document to the maturity date of the Mortgage Loan or the Mortgage Note shall mean February 28, 2017.

3. **References to Mortgage Note and Notes.** All references in the Mortgage to the "Mortgage Note", "Note" or "Notes" shall mean the Mortgage Note as defined in the Recitals hereto.

4. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Mortgagee as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Mortgage Note, the Mortgage or the other Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Mortgagor or any other party whose financial statement has been delivered to Mortgagee in connection with the Loans from the date of the most recent financial statement received by Mortgagee.

(e) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Loan or the Loan Documents as modified herein.

(f) Mortgagor is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified

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herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Agreement has been duly executed and delivered on behalf of Mortgagor.

5. **Title Policy.** If required by Mortgagee, as a condition precedent to the agreements contained herein, Mortgagor shall, at its sole cost and expense, cause the applicable title insurance company to issue an endorsement to Mortgagee's existing title insurance policy (the "Title Policy") as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Mortgagee.

6. **Expenses.** As a condition precedent to the agreements contained herein, Mortgagor shall pay all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Mortgagee than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Agreement, and Mortgagor and Mortgagee each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Mortgagee, the same shall not be deemed to constitute Mortgagee a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.

(d) Mortgagor and Mortgagee each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Mortgagee; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement.

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Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Mortgagor's obligations under this Agreement.

8. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Mortgagee hereby notifies Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Mortgagee's policies and practices, Mortgagee is required to obtain, verify and record certain information and documentation that identifies Mortgagor, which information includes the name and address of Mortgagor and such other information that will allow Mortgagee to identify Mortgagor in accordance with the Act. In addition, Mortgagor shall (a) ensure that no person who owns a controlling interest in or otherwise controls Mortgagor or any subsidiary of Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.


[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Modification of Loan Documents dated as of the day and year first above written.

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association

By: 
Name: Brian C. Haldane
Title: Vice President

MORTGAGOR:

CAPUTO REAL ESTATE, LLC, an Illinois limited liability company

By: _____
Name: Natale Caputo
Its: Manager

By: _____
Name: Pasquale Caputo
Its: Manager

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Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Modification of Loan Documents dated as of the day and year first above written.

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association

By: _____
Name: Brian C. Haldane
Title: Vice President

MORTGAGOR:

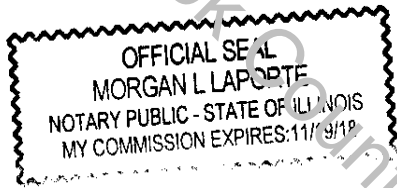
CAPUTO REAL ESTATE, LLC, an Illinois limited liability company

By: [Signature] 5/13/14

Name: Natale Caputo
Its: Manager

By: [Signature] 5/13/14

Name: Pasquale Caputo
Its: Manager



[Signature]

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Kristen E. Moran, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian C. Haldane, Vice President of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of May, 2016.



Kristen E. Moran
Notary Public

My Commission Expires: June 28, 2019

STATE OF ILLINOIS)
) .ss
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Natale Caputo, a Manager of CAPUTO REAL ESTATE, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of May, 2016

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pasquale Caputo, a Manager of CAPUTO REAL ESTATE, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of May, 2016.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian C. Haldane, Vice President of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of May, 2016.

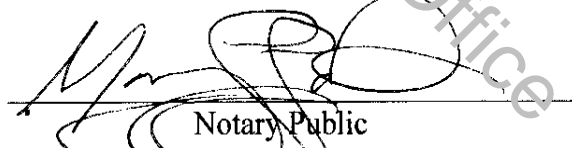
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Morgan L Laporte, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Natale Caputo, a Manager of CAPUTO REAL ESTATE, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of May, 2016.



Notary Public

My Commission Expires: 11/19/18

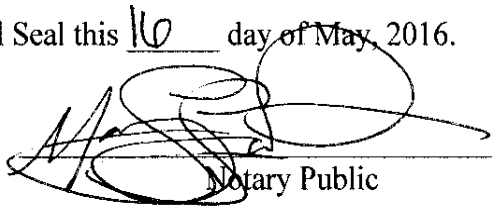


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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Morgan L LaPorte, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pasquale Caputo, a Manager of CAPUTO REAL ESTATE, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of May, 2016.



Notary Public



My Commission Expires: 11/19/18

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EXHIBIT A

THE PROPERTY

PARCEL 1:

THE NORTH 150 FEET OF THE SOUTH 200.44 FEET OF THAT PART OF LOT 3 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EXCEPT THAT PART TAKEN FOR RAILROADS, LYING WEST OF THE WEST LINE OF 15TH AVENUE, BEING A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, AND LYING EAST OF A LINE 10 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 15 FEET OF THE SOUTH 50.44 FEET OF THAT PART OF LOT 3 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EXCEPT THAT PART TAKEN FOR RAILROAD; LYING WEST OF THE WEST LINE OF 15TH AVENUE (BEING A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3), AND LYING EAST OF A LINE 10 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 72.75 FEET (MEASURED ON NORTH AND SOUTH LINES THEREOF) OF THAT PART OF LOT 4 AND LOT 8 IN AMLIG'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID WHICH POINT IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 8 TO THE EAST LINE OF LOT 4; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 4, A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE

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NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 24 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF LOT 4 AND LOT 8 IN AMLING'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, WHICH POINT IS 241.0 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN EAST LINE OF 15TH AVENUE AND WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4 TO THE SOUTH LINE OF LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 8 TO THE EAST LINE OF LOT 4; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 4 A DISTANCE OF 13.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 429.15 FEET OF SAID LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 72.75 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF AND EXCEPT THE NORTH 24 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4, 7 AND 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, COUNTY OF COOK, STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 100 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET ON A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY ALONG A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING.

PARCEL 6:

THAT PART OF LOT 4 AND LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LEYDEN, COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 241 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT

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4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4, 24 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4, 24 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED MAY 31, 1978 AS DOCUMENT 24269016 OVER AND UPON A 27 FOOT STRIP OF LAND ACROSS LOT 4 AND PART OF LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 13.5 FEET EACH SIDE OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 4, WHICH POINT IS 278.5 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET FOR THE USE AND AS DRIVEWAY AND FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

PIN: 12-34-400-015-0000 and 12-34-400-020-0000 (Parcels 1 and 2)
 12-34-404-036-0000 (Parcels 3 and 4)
 12-34-404-035-0000 (Parcels 5, 6 and 7)

Addresses: 2050 N. 15TH Ave, Melrose Park, Illinois (Parcels 1 and 2)
 1931-1935 N. 15th Avenue, Melrose Park, Illinois (Parcels 3 and 4)
 1945 N. 15th Avenue, Melrose Park, Illinois (Parcels 5, 6 and 7)