THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

ARONBERG GOLDGEHN 330 North Wabash Ave. - Suite 1700 Chicago, Illinois 60611 Attention: Sharon S. Zaban

Permanent Tax Index Numbers: See Exhibit A

670024091-59245 616005

Doc# 1734849101 Fee \$72.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/14/2017 02:43 PM PG: 1 OF 18

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H MODIFICATION TO LOAN DOCUMENTS

This Ninth Modification to Loan Documents (this "Modification") is entered into as of this October 18, 2017 ("Effective Date"), by and between WESTERN & 48TH L.L.C., an Illinois limited liability company ("Borrower"), and FIRST MIDWEST BANK, an Illinois banking corporation ("Lender").

RECITALS:

WHEREAS, Borrower has heretofore executed and delivered to Lender that certain Promissory Note dated as of April 30, 2009, in the original principal amount of Twelve Million Two Hundred Sixty-Four Thousand Two Hundred Ninety-Three and No/100 Dollars (\$12,264,293.00) ("Original Note");

WHEREAS, the Original Note was replaced by that centain Replacement Promissory Note dated July 27, 2012 in the principal amount of Nine Million Nine Hundred Thousand Two Hundred Ninety Three and 00/100 Dollars (\$9,900,293.00) ("Replacement Note");

WHEREAS, the Replacement Note was replaced by that certain Second Replacement Promissory Note dated January 27, 2014 in the principal amount of Nine Million Two Hundred Eighty Seven Thousand Six Hundred Thirteen and 32/100 Dollars (\$9,287,613.32), "Second Replacement Note");

WHEREAS, the Second Replacement Note was replaced by that certain Third Replacement Promissory Note dated July 27, 2015 in the principal amount of Eight Million Five Hundred Sixty-Two Thousand Nine Hundred Eighty-Five and 16/100 Dollars (\$8,562,985.16) ("Third Replacement Note");

WHEREAS, Renaissance Place, L.L.C., Wonder Lake Land, L.L.C., Wonder Lake-McCullon Lake Rd, L.L.C., Chicago Tube-47th Street & Western Avenue LLC, Ronald J. Benach and Wayne Moretti (collectively, the "Guarantors") each executed a certain Guaranty of Payment dated as of April 30, 2009, to and for the benefit of Lender ("Guaranty"), each

guarantying, among other things, payment of the Original Note, as replaced by the Replacement Note, the Second Replacement Note, and the Third Replacement Note.

WHEREAS, the Third Replacement Note is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of April 30, 2009 from Borrower to Lender, recorded with the Recorder of Deeds in Cook County, Illinois ("Recorder") on May 12, 2009, as Document No. 0913234071 ("48th Street Mortgage"), which 48th Street Mortgage encumbers the real property and all improvements thereon located in the County of Cook, State of Illinois, and legally described on Exhibit A attached hereto ("48th Street Property"), that certain Assignment of Rents and Leases dated April 30, 2009 from Borrower to Lender, recorded with the Recorder on May 12, 2009, as Document No. 0913254072 covering the 48th Street Property ("48th Street Assignment", and collectively with the Third Replacement Note, the Guaranty, the 48th Street Mortgage, the 48th Street Assignment, and the Modifications (as hereinafter defined), the "Loan Documents");

WHEREAS, Loan Documents were amended by that certain First Modification to Loan Documents dated as of April 30, 2011, and recorded with the Recorder on June 14, 2011 as Document No. 1116550014, which extended the maturity date of the Original Note to July 29, 2011 ("First Modification"), by that certain Second Modification to Loan Documents dated August 22, 2011 but effective as of July 29, 2011, and recorded with the Recorder on November 10, 2011 as Document No. 1131450000 and rerecorded with the Recorder on December 8, 2011 as Document No. 1134244038, which extended the maturity date of the Original Note to October 27, 2011 ("Second Modification"), by that certain Third Modification to Loan Documents dated December 1, 2011 but effective as of October 27, 2011, and recorded with the Recorder on January 17, 2012 as Document No. 1201744036 which extended the maturity date of the Original Note to April 27, 2012 ("Third Modification"), by that certain Fourth Modification to Loan Documents dated May 31, 2012 but effective as of April 27, 2012, and recorded with the Recorder on June 8, 2012 as Document No. 1216022088, which, among other things, extended the maturity date of the Original Note to July 27, 2012 ("Fourth Modification"), by that certain Fifth Modification to Loan Documents dated August 16, 2012 but effective as of July 27, 2012, and recorded with the Recorder on September 6, 2012 as Document No. 1225016036, which, among other things, extended the maturity date of the Replacement Note to January 27, 2014 ("Fifth Modification"); by that certain Sixth Modification to Loan Documer ts dated January 27. 2014, and recorded with the Recorder on February 13, 2014 as Document No. 1404419128 ("Sixth Modification"), which, among other things, extended the maturity date on the Second Replacement Note to July 27, 2015; by that certain Seventh Modification to Loan Occuments dated July 27, 2015, and recorded with the Recorder on August 5, 2015 as Document No. 1521729056 ("Seventh Modification"), which, among other things, extended the maturity date of the Third Replacement Note to January 27, 2017 and by that certain Eighth Modification to Loan Documents dated effective as of January 27, 2017 and recorded with the Recorder on March 22, 2017 as Document No. 170812912 ("Eighth Modification" and collectively with the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification, the Sixth Modification and the Seventh Modification, the "Modifications"), which, among other things, (i) extended the maturity date of the Third Replacement Note to January 27, 2019, and (ii) added the State Street Property and the Second Street Property (as both terms are defined in the Eighth Modification) as additional collateral for the indebtedness evidenced by the Third Replacement Note;

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WHEREAS, the Third Replacement Note has a current outstanding principal balance of \$7,393,557.00, and

WHEREAS, Borrower has requested that Lender modify Section 1.4 of the Third Replacement Note to allow for the Release Price from the sale of the Second Street Property to be held in a 1031 exchange pending closing on a replacement property to act as substitute collateral for the indebtedness evidenced by the Third Replacement Note in exchange for an irrevocable stand-by letter of credit from the Borrower in favor of Lender as interim collateral until the replacement property portion of the 1031 exchange can be completed, are more particularly described herein, and Lender has agreed to do so, upon and subject to the terms and conditions hereinafter set forth, and provided that the Guarantors execute the Reaffirmation of Guaranty at a hed hereto concurrently herewith.

NOW, TAEREFORE, in consideration of the facts set forth hereinabove, the covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Incorporation by Reference</u>. The Recitals set forth above are hereby incorporated herein as if fully set forth below.
- 2. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Third Replacement Note or the Loan Documents, as applicable.
- 3. Amendment to Third Replacement Note. Section 1.4 of the Third Replacement Note is deleted and replaced with the following:
 - "1.4. Release Price. Provided that no Default or I vent of Default exists hereunder or under any of the other Loan Documents (as hereinafter defined), Lender shall issue a release of its mortgages and any other Loan Documents covering the State Street Property (as hereinafter defined) and/or the Second Street Property (as hereinafter defined), as applicable, upon the payment to Lender of the Net Proceeds (as hereinafter defined) from the sale of the State Street Property and/or the Second Street Property, but not less than \$1,320,000.00 for each such property (the "Release Price"). As used herein, "Net Proceeds" shall mean an amount equal to not less than 94% of the sale price of each such property. Notwithstanding the foregoing, Lender hereby agrees that if Borrower desires to sell the Second Street Property as part of an exchange and replace such collateral with another property acceptable to Lender as substitute collateral in lieu of paying the Release Price to Lender, Borrower will be permitted to do so subject to the following terms and conditions:
 - A. No later than concurrently with the closing of the sale of the Second Street Property (the Second Street Closing Date"), Borrower shall deliver to Lender an irrevocable standby letter of credit (the "Letter of Credit") from a lending institution reasonably acceptable to Lender in the stated amount of \$1,320,000.00 and otherwise in form and substance acceptable to Lender, including containing a

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provision that will allow Lender to draw on such letter of credit upon either of the following conditions: (i) the occurrence of any Event of Default under the Loan, and (ii) on the date which is one hundred eighty-one (181) days following the Second Street Closing Date in the event that Borrower has not provided Lender with a Substitute Property (as hereinafter defined) as substitute collateral for the indebtedness evidenced by the Third Replacement Note and has delivered to Lender all such documents and instruments as required or deemed reasonably necessary by Lender to effectuate such substitution of collateral for the benefit of Lender;

- B. Not later than sixty (60) days following the Second Street Closing Date, Borrower shall have identified a substitute property (the "Substitute Property") and have provided Lender with all such information and documentation as Lender may require to determine whether the Lender is willing to accept the Substitute Property as the substitute collateral for the Loan, including, but not limited to, copies of leases, operating statements, and other information as may be required by the Lender in order for it to seek its approval;
- C. Lender shall have conducted its standard due diligence on the Substitute Property, including but not limited to, performing an appraisal to verify that the Substitute Property has fair market as-is value of no less than \$1,500,000, conducting a Phase I environmental site assessment and such other reports as may be recommended by such Phase I conducting a physical inspection of the Substitute Property and reviewing such other documents or reports as Lender deems necessary to formally approved the Substitute Property as an acceptable substitute collateral for the Loan; and
- D. Concurrently with Borrower's acquisition of the Substitute Property, which shall be required to occur no later than one hundred eighty (180) days following the Second Street Closing Date, Borrower shall deliver the following documents to Lender to effectuate the collateral substitution, which documentation shall be consistent with the documentation currently in place as respects the Second Street Property: a Mortgage, an Assignment of Leases and Rents, a Reaffirmation and Modification of Environmental Indemnity Agreement to include the Substitute Property, a loan policy insuring the first mortgage lien on the Substitute Property, insurance certificates, a survey of the Substitute Property in current ASTA form certified to the Lender, copies of all leases affecting the Substitute Property and any and all additional items as Lender may reasonably require in order to give effect to the substitution contemplated hereby"
- 4. <u>Fees and Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all reasonable out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.
- 5. <u>Representations and Warranties</u>. Borrower represents and warrants to Lender that: (i) it has full power and authority to execute and deliver this Modification and to perform its

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respective obligations hereunder; (ii) upon the execution and delivery hereof, this Modification will be valid, binding and enforceable upon Borrower in accordance with its terms; (iii) the execution and delivery of this Modification does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower is a party or by which it is bound; and (iv) after giving effect to this Modification, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under the Third Replacement Note or the Loan Documents.

- 6. Ratification. Borrower hereby ratifies and confirms its liabilities and obligations under the Third Replacement Note and the Loan Documents, as amended and/or modified hereby, and in respect to the liens and security interests created thereby, and acknowledges that it has no defences, claims or setoffs to the enforcement by Lender of the obligations and liabilities of Borrower under any such document or in any document referred to in any thereof.
- 7. Reaftirmation of Loan Documents. Except as expressly provided herein, the Third Replacement Note and each Loan Document are and shall remain unmodified and in full force and effect.
- 8. <u>Counterparts; Governing Law.</u> This Modification may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one document. This Modification shall be interpreted, construed and enforced under the laws of the state of Illinois.

[signature page to follow]

IN WITNESS WHEREOF, this Modification has been executed and delivered as of the date first written above.

BORROWER:

WESTERN & 48TH L.L.C., an Illinois limited By: Name: Js: VIP liability company

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STATE OF ILLINOIS)
C k) .ss
COUNTY OF COOL)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Wayne Moretti, the Manager of Western & 48TH L.L.C., 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 2 Hay of October, 2017.

KATHY BRUSH

MITCHINGISSION EXPIRES:07/19/18

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that <u>Somes County</u>, <u>Vice President</u> of First Midwest Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this (av 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 26th day of

No ary Public

OFFICIAL SEAL
AMANDA HAMLYN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/22/21

REAFFIRMATION OF GUARANTY

Each undersigned Guarantor, pursuant to the Guaranty, hereby consents to the modifications provided in the foregoing Modification and hereby expressly ratifies and reaffirms all of its or his respective liabilities and obligations as Guarantor under the Guaranty and agrees to comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guaranties, indemnities, grants and security interests and covenants contained in the Guaranty, notwithstanding that such obligations may be modified or amended by the foregoing Modification. Each Guarantor acknowledges that it or he has no defenses. claims or set-offs to the enforcement of the Guaranty as amended by the foregoing Modification.

WONDEP MAKE LAND, L.L.C., an Illinois limited liability company

By:

Benach Wonder Lake, LLC.

an Illinois limit a l'ability company, Manager

Ronald J. Benach, Manager

WONDER LAKE-MCCULLOM LAKE RD, LLC.

an Illinois limited liability company

By:

RRCJV Wonderlake L.L.C.,

an Illinois limited liability company, Manager

By:

Wayne Moretti, Mana

RENAISSANCE PLACE, L.L.C

a Delaware limited liability company

By:

My Clark's Office CHICAGO TUBE-47TH STREET & WESTERN AVENUE LLC,

an Illinois limited liability company

By:

Ronald J. Benach, Manager

RONALD J. BENACH, individually

WAYNE MORETTI, individually

EXHIBIT A LEGAL DESRIPTION

PARCELS 1 - 8, BOTH INCLUSIVE: INTENTIONALLY OMITTED.

PARCEL 9:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ON THE WEST LINE OF SAID TRACT, 237 FEET; THENCE EAST 27 FEET 10 INCHES TO CENTER LINE OF RIGHT OF WAY OF RAILROAD; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CENTER LINE AS SHOWN ON PLAT, 343 FEET 11 1/2 INCHES TO A LINE 315 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE NORTH AND PARALLEL TO THE SAID EAST LINE 162 FEET 10 INCHES TO THE NORTH LINE OF SAID TRACT; THENCE WEST ALONG SAID NORTH LINE 351 FEET 2 1/2 INCHES TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CONSTRUCTING A NEW PUBLIC ELEMENTARY SCHOOL IN CASE 09L50523, PURSUANT TO A STUPULATION FOR AGREED FINAL JUDGMENT ORDER, A COPY OF WHICH WAS RECORDED AUGUST 26, 2009 AS DOCUMENT NUMBER 0923831062.

PARCEL 10:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 450 FEET OF SAID NORTH 1/2 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE CENTERLINE OF THE RAILROAD RACK CROSSES THE EAST LINE OF SAID TRACT AND CONTINUING WEST AND SOUTHWEST ALONG THE CENTER LINE OF SAID RAILROAD TRACK TO THE WEST LINE OF SAID TRACT OF LAND; TIENCE DUE SOUTH ON THE SAID WEST LINE TO A POINT WHICH, IF MEASURED AT RIGHT ANGLE; TO SAID RAILROAD TRACK AS EXTENDED WEST, WOULD BE 6 FEET FROM THE CENTER LINE OF SAID RAILROAD TRACK; THENCE NORTHEAST AND EAST PARALLEL AND DISTANT 6 FEET FROM THE CENTER LINE OF SAID RAILROAD TRACK TO THE EAST LINE OF SAID TRACT OF LAND; THENCE DUE NORTH

TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12 AT A POINT DISTANCE 237 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE CENTER LINE OF THE SWITCH TRACK OF THE CHICAGO RIVER AND INDIANA RAILROAD NO SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE NORTHEASTERLY ALONG THE CURVE OF SAID CENTER LINE OF SAID SWITCH TRACK TO THE POINT OF ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 237 FEET SOUTH FROM THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE WEST TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH. RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 450 FEET OF SA D NORTH 1/2 AND LYING SOUTH OF A LINE 6 FEET SOUTHERLY FROM AND PARALLEL TO THE CEN ER LINE OF A RAILROAD TRACK ACROSS SAID NORTH 1/2, SAID LINE BEING 6 FEET SOUTHERLY FROM AND PARALLEL TO SAID CENTER LINE OF TRACK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A LINE BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTH 1/2 OF SAID SOUTHWEST 1/4 F THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 60.37 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 203.48 FEET A DISTANCE OF 38.51 FEET TO A POINT WHICH IS 27.92 FEET EAST OF SAID WEST LINE AND 86.75 FEET NORTH OF SAID SOUTH LINE; THENCE CONTINUING NORTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 34.56 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A PACLUS OF 189.31 FEET AND TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 184.42 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID EAST 450 FEET AT A POINT 175.69 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CONSTRUCTING A NEW PUBLIC ELEMENTARY SCHOOL IN CASE 09L50523, PURSUANT TO A STUPULATION FOR AGREED FINAL JUDGMENT ORDER, A COPY OF WHICH WAS RECORDED AUGUST 26, 2009 AS DOCUMENT NUMBER 0923831062.

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UNOFFICIAL COPY

PARCEL 13:

A TRACT OF LAND COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 300 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 150 FEET; THENCE NORTH APPROXIMATELY 182 FEET ONE INCH TO THE CENTERLINE OF THE SWITCH TRACK OF THE CHICAGO RIVER AND INDIANA RAILROAD; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SWITCH TRACK TO A POINT 300 FEET WEST OF THE EAST LINE OF SAID NORTH HALF; THENCE SOUTH APPROXIMATELY 168 FEET 9 INCHES TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THE WEST 100 FEET OF THE EAST 300 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGL 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CONSTRUCTING A NEW PUBLIC ELEMENTARY SCHOOL IN CASE 09L30523, PURSUANT TO A STUPULATION FOR AGREED FINAL JUDGMENT ORDER, A COPY OF WHICH WAS RECORDED AUGUST 26, 2009 AS DOCUMENT NUMBER 0923831062.

PARCEL 15:

THE NORTH 160 FEET OF THE EAST 200 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN, FOR CONSTRUCTING A NEW PUBLIC ELEMENTARY SCHOOL IN CASE 09L50523, PURSUANT TO A STUPPLATION FOR AGREED FINAL JUDGMENT ORDER, A COPY OF WHICH WAS RECORDED AUGUST 26, 2009 AS DECUMENT NUMBER 0923831062.

PARCEL 16:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL METIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST 350.97 FEET ALONG THE NORTH LINE THENCE TO THE WEST LINE OF THE EAST 315.00 FEET OF THE SOUTHWEST 1/4 AFORESAID AND THE POINT OF BEGINNING; THENCE SOUTH OO DEGREES 05 MINUTES 17 SECONDS WEST 163.10 FEET ALONG SAID WEST LINE; THENCE SOUTHEASTERLY 15.00 FEET ALONG THE ARC OF A CURVE, CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 879.59 FEET (THE CHORD OF SAID CURVE BEARING

SOUTH 89 DEGREES 20 MINUTES 52 SECONDS EAST 15.00 FEET) TO THE WEST LINE OF THE EAST 300.00 FEET OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS WEST 8.75 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS EAST 150.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 150.00 FEET OF THE EAST 300.00 FEET OF THE SOUTHWEST 1/4 AFORESAID; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST 12.01 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 172.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID; THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST 150.00 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 300.00 FEET OF THE SOUTHWEST 1/4 AFORESAID; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST 160.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONBDS WEST 15.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

THE WEST 150 F.E. OF THE EAST 300.0 FEET OF THE SOUTH 160 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 18:

THE EAST 150 FEET OF THAT PAR' OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE BETWEEN TRACKS OF THE INDIANA HARBOR BELT RAILROAD, IN COOK COUNTY, ILLINO'S.

PARCEL 19(A):

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINING AT A POINT IN THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 33 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST ALONG A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH 1/2 A DISTANCE OF 750 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 294.43 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID SOUTH 1/2; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH 1/2 A DISTANCE OF 261.43 FEET TO THE FOINT OF BEGINNING; EXCEPTING THE SOUTH 10 FEET THEREOF AND ALSO EXCEPTING A STRIP OF LAND 31 FEET WIDE LYING SOUTHWESTERLY OF AND ADJOINING THE NORTHEASTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 19(B):

EASEMENT FOR THE BENEFIT OF PARCEL 19(A) AS CREATED BY GRANT FROM CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 1927 AND KNOWN AS TRUST NUMBER 4559, TO COOK CHOCOLATE COMPANY DATED JULY 2, 1956 AND RECORDED OCTOBER 3, 1956 AS DOCUMENT NO. 16716493 FOR A ROADWAY, TOGETHER WITH THE RIGHT TO CONSTRUCT AND MAINTAIN IN SAID ROADWAY, SEWER, WATER AND GAS MAINS AND CONDUITS FOR CARRYING AND CONVEYING WATER, ELECTRICITY AND OTHER SIMILAR UTILITIES, AND THE RIGHT TO ERECT AND MAINTAIN POLES, WIRES AND CABLES OVER, UNDER, AND UPON THE FOLLOWING DESCRIBED PREMISES:

THE EAST 40 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF (EXCEPT THE SOUTH 66 FEET THEREOF) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 20:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID SOUTH 1/2 THE SOUTH 33 FEET THEREOF) EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 33 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCL EAST ALONG A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTH 1/2 A DISTANCE OF 700 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 294.43 FEET NORTH OF SAID SOUTHWEST CORNER OF SOUTH 1/2 HENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH 1/2 A DISTANCE OF 261.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CONSTRUCTING A NEW PUBLIC ELEMENTARY SCHOOL IN CASE 09L50523, PURSUANT TO A STUPULATION FOR AGREED FINAL JUDGMENT ORDER, A COPY OF WHICH WAS RECORDED AUGUST 26, 2009 AS LOCUMENT NUMBER 0923831062.

PARCEL 21:

LOTS 1 TO 24, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF LOTS 12 AND 13) IN BLOCK 1 AND LOTS 1 TO 24, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET CF LOTS 12 AND 13) IN BLOCK 2, ALL IN TRUITT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 22:

THAT PART OF VACATED SOUTH ARTESIAN AVENUE (AS VACATED BY ORDINANCE RECORDED DECEMBER 2, 1942 AS DOCUMENT NO. 12998216) LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 13 TO 24, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF SAID LOT 13) IN BLOCK 1 IN TRUITT'S SUBDIVISION, AFORESAID, AND LYING EAST OF AND ADJOINING LOTS 1 TO 12, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF SAID LOT 12) IN BLOCK 2 IN TRUITT'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 23:

ALL OF THE VACATED 16 FOOT ALLEY (AS VACATED BY ORDINANCE RECORDED DECEMBER 2, 1942 AS DOCUMENT NO. 12998216) LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF SAID LOT 12) AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 TO 24, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF SAID LOT 13) IN BLOCK 1 IN TRUITT'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 24:

ALL OF THE VACATED 16 FOOT ALLEY (AS VACATED BY ORDINANCE RECORDED DECEMBER 2, 1942 AS DOCUMENT NO. 12998216) LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 12, BOTH INCLUSIVE (EXCEPT THE SOUTH 16 FEET OF LOT 12) AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 TO 24, BOTH INCLUSIVE, (EXCEPT THE SOUTH 16 FEET OF SAID LOT 13) IN BLOCK 2 IN TRUITT'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 25:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID SOUTH 1/2 THE EAST 50 FEET AND THE SOUTH 33 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE FOLLOWING DESCRIBED PARCEL WHICH LIES EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE WORTHEAST 1/4:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 33 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, AND RUNNING THEMOSE EAST ALONG A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTH /2 A DISTANCE OF 700 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE TO A 70 NT ON THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 294.43 FEET NORTH OF SAID SOUTHWEST CORNER OF SOUTH 1/2; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH 1/2 A DISTANCE OF 267.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 26:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 12, 33 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE WESTERLY PARALLEL WITH AND 33 FEET NORTHERLY BY RECTANGULAR MEASUREMENT FROM SAID SOUTH LINE A DISTANCE OF 250 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 20 FEET TO A POINT; THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 250 FEET TO THE SAID EAST LINE OF SECTION 12; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 50.00 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 27 IS INTENTIONALLY OMITTED FROM THIS LEGAL DESCRIPTION

PARCEL 28 IS INTENTIONALLY OMITTED FROM THIS LEGAL DESCRIPTION

PARCEL 29 IS INTENTIONALLY OMITTED FROM THIS LEGAL DESCRIPTION

PARCEL 30:

LOTS 1 TO 24, BOTH INCLUSIVE, (EXCEPT THE NORTH 4 INCHES OF LOT 1) IN B. HAJEK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 31 (NOTE THAT LOTS 29 AND 30 SHOWN ON AFORESAID PLAT OF SURVEY ARE INTENTIONALLY OMITTED FROM THIS LEGAL DESCRIPTION:

LOTS 27 AND 28 IN GLUNN'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, /N COOK COUNTY, ILLINOIS.

PARCEL 32:

LOTS 12 AND 13 IN BLOCK 4 IN TRUITT'S SUDJIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (F SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 33:

LOT 13 AND 14 IN BLOCK 3 IN TRUITT'S SUBDIVISION OF THE SOUR 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP :8 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 34 IS INTENTIONALLY OMITTED FROM THIS LEGAL DESCRIPTION

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PARCEL 35:

A TRACT OF LAND IN LOT "A" OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SOUTH CALIFORNIA AVENUE (BEING THE WEST LINE OF LOT "A") A DISTANCE OF 66 FEET SOUTH OF THE NORTH LINE OF SAID LOT "A": THENCE SOUTH ALONG SAID EAST LINE OF SOUTH CALIFORNIA AVENUE A DISTANCE OF 207.50 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALEL WITH AND 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT 37; THENCE EAST ALONG LAST DESCRIBED LINE A DISTANCE OF 196.68 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEXED SOUTHEASTERLY TANGENT TO SAID PARALLEL LINE AND HAVING A PADIUS OF 310.62 FEET, A DISTANCE OF 194.73 FEET (ARC); THENCE NORTHEASTERLY ON A STRAIGHT LINE, TANGENT TO SAID CURVED LINE, A DISTANCE OF 134.43 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEXED NORTHWESTERLY TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1040.22 FEET, A DISTANCE OF 58.76 FEET (ARC) TO AN INTERSECTION WITH THE SOUTHERLY LINE OF RIGHT OF WAY CONVEYED TO INDIANA HARBOR BELT RAILROAD, P. CORDED JUNE 6, 1932 AS DOCUMENT 11098347; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY, BEING A STRAIGHT LINE, A DISTANCE OF 70.87 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED NORTHEASTERLY TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 373.06 FEET, A DISTANCE OF 67.28 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO SAID CURVED LINE, A DISTANCE OF 25.02 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 66 FEET SOUTH OF THE NORTH LINE OF SAID LOC'A", SAID INTERSECTION BEING A POINT 888.72 FEET WEST OF THE EAST LINE OF SAID LOT "A" AND SAID LINE FORMING AN ANGLE OF 6 DEGREES 22 MINUTES WITH SAID PARALLEL LINE; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 377.39 FEET TO THE POINT OF REGIANING, IN COOK COUNTY, ILLINOIS.

PARCEL 36:

THE WEST 77 FEET OF THE NORTH 63 FEET OF THE SOUTH 225 FEET, TOGETHER WITH THE EAST 48 FEET OF THE WEST 125 FEET OF THE SOUTH 225 FEET, OF LOU "A" OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL ME, HD/AN, IN COOK COUNTY,

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Illinois

PARCEL 37:

A TRACT OF LAND BEING PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT "A" 240 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF LOT 'A', A DISTANCE OF 115 FEET TO A POINT 125 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 'A'; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 'A', A DISTANCE OF 225 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE OF LOT 'A', A DISTANCE OF 71.68 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX SOUTHEASTERLY TANGENT TO LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 310.62 FEET A DISTANCE OF 43.47 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 240 FEET EAST OF THE SAID WEST LINE OF LOT 'A'; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 228.05 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 38:

A TRACT OF LAND BEING PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADD'(IO), BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A' 290 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE WEST ALGNO SAID SOUTH LINE OF LOT 'A' A DISTANCE OF 50 FEET TO A POINT 240 FEET EAST OF THE SAID SOUTHWEST CORNER OF LOT 'A'; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 'A' A DISTANCE OF 228.05 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 310.62 FEET A DISTANCE OF 51.34 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 290 FEET EAST OF THE SOUTH WEST LINE OF LOT 'A'; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 239.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 39:

A TRACT OF LAND BEING PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF M. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWES? 3/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 'A' 290 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF LOT 'A', A DISTANCE OF 60 FEET TO A POINT 350 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 'A'; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 'A', A DISTANCE OF 265.51 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE, CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 310.62 FEET, A DISTANCE OF 65.62 FEET, TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 290 FEET EAST OF THE SAID WEST LINE OF LOT 'A'; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 239.36 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PINS:

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