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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/28/2018 10:56 AM PG: 1 OF 14

## AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This Amendment to Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (this "Amendment") is entered into as of August 24, 2018 by and between **TCA-2020 WEST, L.L.C., an Illinois limited liability company**, (the "Mortgagor"), with an address at 3611 N. Kedzie Avenue, Chicago, Illinois 60618 and **JPMORGAN CHASE BANK, N.A., a national banking association** (the "Mortgagee"), with an address at 10 S. Dearborn Street, Floor 35, Chicago, Illinois 60603.

### RECITALS

WHEREAS, the Mortgagor and the Mortgagee are party to a Construction Loan Agreement dated as November 17, 2017 (as amended, the "Original Loan Agreement");

WHEREAS, the Mortgagor has previously executed an Construction Loan Note dated November 17, 2017 (the "Original Note") in favor of the Mortgagee, which Original Note was amended and restated pursuant to an Amended and Restated Construction Loan Note dated January 10, 2018 (the "Existing Note");

WHEREAS, contemporaneously herewith the Mortgagor and the Mortgagee are entering into a Second Amendment to Construction Loan Agreement and First Amendment to Amended and Restated Construction Loan Note (the "Loan Document Amendment"; the Original Loan Agreement as so amended and as it may from time to time be further amended, restated, supplemented or otherwise modified from time to time is referred to herein as the "Loan Agreement" and the Existing Note as so amended and as it may from time to time be further amended, restated, supplemented or otherwise modified from time to time is referred to herein as the "Note", the obligations under each of which are referred to herein as the "Loan");

WHEREAS, to secure the Loan and certain other obligations described therein (the "Obligations"), the Mortgagor executed and delivered a Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 17, 2017

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(the "Existing Mortgage") encumbering land legally described in Exhibit A hereto. The Existing Mortgage was recorded in the office of the Cook County Recorder of Deeds on November 17, 2017 as Doc. No. 1803629081. Any capitalized term used in this Amendment that is not otherwise defined herein shall have the definition given in the Loan Agreement; and

WHEREAS, the Mortgagee has required that the Mortgagor enter into this Amendment to confirm that the Existing Mortgage, as amended hereby, secures the Obligations as modified by the Loan Document Amendment and all other obligations under the Loan Agreement and the Note.

## AGREEMENT

NOW, THEREFORE, the Mortgagor and the Mortgagee agree as follows

1. Incorporation of Recitals. The foregoing Recitals are true and accurate.
2. Amendment of Existing Mortgage Provisions. Recital (A) of the Existing Mortgage is hereby amended to read in its entirety as follows:

A. Pursuant to the terms and conditions contained in that certain Construction Loan Agreement dated as of even date herewith, executed by and between the Mortgagor and the Lender (the "Loan Agreement"), the Lender has agreed to loan to the Mortgagor the principal amount of THIRTEEN MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$13,500,000.00) (the "Loan"). The Loan shall be evidenced by that certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of the Loan and due on August 1, 2028 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Note, the Loan Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of the Note or delivered to induce the Lender to disburse the proceeds of the Loan (the Note and the Loan Agreement, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents"). All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

3. The Amended Loan Documents.

(a) The term "Mortgage" as used in this Amendment shall mean the Existing Mortgage, as amended hereby and as it may from time to time be further amended, restated, supplemented, replaced or otherwise modified.

(b) All references in the Mortgage to the Loan Agreement or the Note as in effect prior to giving effect to the Loan Document Amendment shall be deemed references to the Loan Agreement or the Note, as applicable.

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(c) All references in the Mortgage to any instrument as evidence of the Indebtedness shall be deemed references to the Loan Agreement, the Note and any other instrument(s) issued to additionally evidence any portion of the Indebtedness pursuant to the Loan Agreement.

(d) The term "Loan Documents", as used in the Mortgage, shall mean, in addition to those documents included within such term by the Loan Agreement, prior to giving effect to the Loan Document Amendment, all such documents as specified by reference to the Loan Agreement, as all such documents heretofore may have been and may hereafter from time to time be amended, restated, supplemented or modified.

(e) This Amendment and the Existing Mortgage as amended hereby shall each be considered a "Loan Document" under and as defined in the Loan Agreement.

4. Priority. Nothing contained herein shall in any manner affect or impair the priority of the lien of the Existing Mortgage as to the indebtedness secured thereby prior to giving effect to this Amendment, nor affect any other security held by the Mortgagee to secure repayment or performance of the obligations referred to therein. The Mortgagor confirms that the Mortgage secures the timely payment and the timely performance of all Indebtedness (as references to that term are modified in Section 3 above), as and when required.

5. Reaffirmation. The Mortgagor hereby repeats, reaffirms and remakes all representations, warranties, covenants and agreements contained in the Existing Mortgage as of the date of this Amendment.

6. Representations. The Mortgagor represents and warrants that (i) no default or event of default currently exists under the Existing Mortgage and (ii) no condition exists which with the giving of notice or the passage of time, or both, would result in such a default or event of default.

7. Full Force and Effect. All of the provisions, rights, powers and remedies contained in the Existing Mortgage shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby.

8. References. No reference to this Amendment need be made in any instrument or document at any time referring to the Existing Mortgage, and any reference in any such instrument or document to the Existing Mortgage shall be deemed to be a reference to the Mortgage.

9. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the state where the Land is located.

10. Time of the Essence. Time is of the essence with respect to the payment and performance of all obligations to be performed under the Mortgage.

11. Successors and Assigns. The Mortgage binds the Mortgagor and its successors, assigns, heirs, administrators, executors, agents and representatives and inures to the benefit of the Mortgagee and its respective successors, assigns, heirs, administrators, executors, agents and representatives.

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12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

13. Amendments. No provision of this Amendment may be modified, amended or waived except by a writing executed by the party sought to be bound thereby. No consent or approval of the Mortgagee shall be given or deemed to have been given except to the extent expressly set out in a writing executed and delivered by the Mortgagor to the Mortgagee.

14. WAIVERS. THE MORTGAGOR HEREBY REPEATS, REAFFIRMS AND REMAKES ALL WAIVERS CONTAINED IN THE EXISTING MORTGAGE AS OF THE DATE OF THIS AMENDMENT, INCLUDING (WITHOUT LIMITATION) THE WAIVER OF JURY TRIAL CONTAINED IN THE EXISTING MORTGAGE.

*[balance of the page is intentionally blank]*

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IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

MORTGAGOR

**TCA-2020 West, L.L.C.**, an Illinois limited liability company

By: Tennis Corporation of America, a Delaware corporation, its Manager and Sole Member

By: Frank Nusko  
Name: FRANK NUSKO  
Its: CFO

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On this 17<sup>th</sup> day of July, 2018 before me appeared Frank Nusko to me personally known, who, being by me duly sworn, did say that she/he is the authorized signatory of Tennis Corporation of America, a Delaware corporation, and that said instrument was signed on behalf of such corporation, by authority of its Board of Directors, Board of Managers or similar governing body, and said Frank Nusko acknowledged said instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Terecita Gomez  
Notary Public

My term expires: 06/26/2020



[signatures continued]

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MORTGAGEE

**JPMorgan Chase Bank, N.A.**, a national banking association

By: Michelle L Walker  
Name: Michelle L Walker  
Its: Vice President

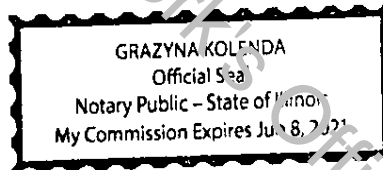
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

On this 28 day of August, 2018 before me appeared Michelle L Walker to me personally known, who, being by me duly sworn, did say that she/he is an vice president of JPMorgan Chase Bank, N.A., a national banking association, and that said instrument was signed on behalf of such association, by a uthority of its Board of Directors, Board of Managers or similar governing body, and said vice president acknowledged said instrument to be the free act and deed of such association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

Grazyna Kocenda

Printed Name: GRAZYNA KOCENDA  
Notary Public



My term expires: 06/08/2021

This document was prepared by  
and after recording should be  
returned to:

Jennifer L. Bruni  
Mayer Brown LLP  
71 South Wacker Drive  
Chicago, Illinois 60606-4637

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## EXHIBIT A

### Legal Description

#### LEGAL DESCRIPTION OF REAL ESTATE

##### TRACT 5B:

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 30.16 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 75.32 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 94.97 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 28.13 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 4.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

##### EXCEPTING THEREFROM

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 6.14 FEET TO THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A", DEFINING A HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A VARIABLE CEILING



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ELEVATION HEIGHT WHICH BOUNDS THE UPPER VERTICAL EXTENTS AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT THE POINT OF BEGINNING HAVING AN ELEVATION OF 28.76, BASED ON CITY OF CHICAGO DATUM); THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.45 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 9.25 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 14.00 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.32 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 30.73 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.17 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.42 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 25.52; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 25.52; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.43 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.17 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 44.33 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 6.03 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.93; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 27.93; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 7.98 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 9.18 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.76; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 8.72 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76 TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST



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QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A", SAID POINT ALSO DEFINING A PORTION OF SAID HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A HORIZONTAL PLANE WHICH BOUNDS THE UPPER VERTICAL EXTENTS, HAVING AN ELEVATION OF 28.76 (BASED ON CITY OF CHICAGO DATUM) AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT SAID POINT "A"); THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 10.46 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 13 SECONDS WEST, 2.26 FEET; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOTE: ALL DIMENSIONS ARE MEASURED ALONG THE HORIZONTAL PLANES OF THE FLOOR AND GROUND SURFACES DESCRIBED HEREIN.

SITE BENCHMARK: (CITY OF CHICAGO DATUM) FINISH FLOOR OF TENNIS CLUB BUILDING AT 2020 W. FULLERTON AVENUE. ELEVATION = 13.30.

#### TRACT 6A:

THAT PART OF LOTS 2, 3, 5, 6 AND 7 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 339.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42 DEGREES 13 MINUTES 35 SECONDS EAST, 97.98 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 94.97 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 28.13 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 119.88 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 111.84 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 33.20 FEET, A CHORD BEARING SOUTH 78 DEGREES 31 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 33.19 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST, 102.12 FEET TO A POINT ON THE EAST LINE OF THE LEASED PARCEL 1 RECORDED AS DOCUMENT 051873905 ; THENCE NORTH 08 DEGREES 24 MINUTES 49 SECONDS WEST, ALONG SAID EASTERLY LINE, 0.63 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1; THENCE SOUTH 79 DEGREES 27 MINUTES 28 SECONDS WEST ALONG SAID NORTH LINE, 1.61 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 41 SECONDS WEST, 116.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**TRACT 6B:**

THAT PART OF LOTS 3 AND 4 IN OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES, 41 SECONDS EAST, 456.55 FEET TO THE NORTH LINE OF THE LEASED PARCEL 1 RECORDED AS DOCUMENT 051873905; THENCE NORTH 79 DEGREES 27 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 1.61 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 08 DEGREES 24 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL 1, 0.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 08 DEGREES 24 MINUTES 49 SECONDS EAST ALONG SAID EAST LINE, 14.01 FEET TO THE NORTHERLY LINE OF THE LEASED PARCEL 2 RECORDED AS DOCUMENT 051873905; THENCE NORTH 80 DEGREES 21 MINUTES 13 SECONDS EAST, 29.99 FEET ALONG THE NORTH LINE OF SAID PARCEL 2 TO THE EAST LINE OF SAID PARCEL 2; THENCE SOUTH 08 DEGREES 24 MINUTES 49 SECONDS EAST, 17.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 80 DEGREES 21 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE, 64.58 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 52.35 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 33.20 FEET, A CHORD BEARING SOUTH 78 DEGREES 31 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 33.19 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY LINE, 102.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**TRACT 7A:**

THAT PART OF LOTS 6, 7 AND 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE); THENCE SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 448.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 203.24 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 533.22 FEET, AN ARC LENGTH OF 127.12 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 11 MINUTES 01 SECONDS WEST AND A CHORD DISTANCE OF 126.81 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE NORTH 33 DEGREES 59 MINUTES 13 SECONDS WEST, 14.00 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 8 AND 7, SAID LINE

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BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 187.38 FEET, A CHORD BEARING OF SOUTH 66 DEGREES 21 MINUTES 06 SECONDS WEST AND A CHORD DISTANCE OF 186.36 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 111.84 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 119.88 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 30.68 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 55 SECONDS EAST, 20.88 FEET; THENCE NORTH 42 DEGREES 13 MINUTES 19 SECONDS EAST, 149.65 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 7B:

THAT PART OF LOTS 3, 4 AND 6 IN OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST FULLERTON AVENUE (80.00 FEET WIDE) WITH THE WESTERLY LINE OF SAID LOT 6; THENCE NORTH 01 DEGREE 24 MINUTES 48 SECONDS WEST ALONG SAID WESTERLY LINE, 201.33 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.22 FEET, AN ARC LENGTH OF 91.89 FEET, A CHORD BEARING SOUTH 75 DEGREES 34 MINUTES 09 SECONDS WEST AND A CHORD DISTANCE OF 91.79 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 52.35 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING ALSO A NONTANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 187.38 FEET, A CHORD BEARING OF 66 DEGREES 21 MINUTES 06 SECONDS EAST AND A CHORD DISTANCE OF 186.36 FEET; THENCE SOUTH 33 DEGREES 59 MINUTES 13 SECONDS EAST, 14.00 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 533.22 FEET, AN ARC LENGTH OF 127.12 FEET, A CHORD BEARING NORTH 49 DEGREES 11 MINUTES 01 SECONDS EAST AND A CHORD DISTANCE OF 126.81 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST, 366.15 FEET TO THE WESTERLY LINE OF THE EASTERLY 73 FEET OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 01 DEGREE 48 MINUTES 27 SECONDS EAST ALONG SAID WESTERLY LINE, 103.35 FEET TO THE NORTHERLY LINE OF WEST FULLERTON AVENUE; THENCE SOUTH 88 DEGREES 35 MINUTES 12 SECONDS WEST ALONG SAID NORTHERLY LINE, 482.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## TRACT 7C:

THAT PART OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH AND WEST OF THE NORTH BRANCH OF THE CHICAGO RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST FULLERTON AVENUE (80.00 FEET WIDE) WITH THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID NORTHERLY LINE, 40.00 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE; THENCE NORTH 01 DEGREE 48

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MINUTES 17 SECONDS WEST ALONG SAID WESTERLY LINE, 64.86 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE); THENCE NORTH 47 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 55.70 FEET TO THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE SOUTH 01 DEGREE 48 MINUTES 27 SECONDS EAST ALONG SAID WESTERLY LINE, 103.35 FEET TO THE NORTHERLY LINE OF WEST FULLERTON AVENUE AND POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES PER AGREED FINAL JUDGMENT ORDER PURSUANT TO STIPULATIONS ENTERED IN CASE NO. 2014 L 50562, RECORDED OCTOBER 17, 2014 AS DOCUMENT 1430019017.

## TRACT 8A:

LOT 1 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH EAST LINE OF ELSTON AVENUE AND EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTH WESTERLY ALONG THE SAID NORTHEASTERLY LINE OF ELSTON AVENUE 267 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO NORTHEASTERLY LINE OF ELSTON AVENUE 90 FEET, THENCE NORTHWESTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 20 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE 206.68 FEET MORE OR LESS TO THE EAST LINE OF SAID SOUTH WEST 1/4, THENCE SOUTH ALONG SAID EAST LINE OF SOUTH WEST 1/4 412.78 FEET MORE OR LESS TO THE PLACE OF BEGINNING, AND ALSO EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WEST LINE OF NORTH ROBEY STREET), IN COOK COUNTY, ILLINOIS.

## TRACT 8B:

THAT PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELSTON AVENUE AND THE EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 237 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE TO THE EAST LINE OF SAID SOUTH WEST 1/4 BEING THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, THENCE SOUTHWESTERLY ALONG SAID LAST DESCRIBED PERPENDICULAR LINE TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE, THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 30 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 90 FEET, THENCE NORTHWESTERLY ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF ELSTON AVENUE 20 FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE 206.68 FEET MORE OR LESS TO THE EAST LINE OF SAID SOUTH EAST 1/4, THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH WEST 1/4 TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WEST LINE OF NORTH DAMEN AVENUE AS DESCRIBED BY DEED TO THE CITY OF CHICAGO RECORDED AS DOCUMENT NO. 9619091), IN COOK COUNTY, ILLINOIS.



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## TRACT 8C:

THAT PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELSTON AVENUE AND THE EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELSTON AVENUE 237 FEET; THENCE NORTHEASTERLY IN A LINE PERPENDICULAR TO SAID NORTHEASTERLY LINE OF ELSTON AVENUE TO THE EAST LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH WEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE DRAWN THROUGH A POINT IN A LINE 74 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 800 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 AND THROUGH A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES THERETO THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30; AND LYING SOUTH OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES THERETO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30; THENCE NORTHERLY ALONG A LINE DRAWN THROUGH A POINT IN LINE 74 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 800 FEET NORTH OF SOUTH LINE OF SAID SECTION 30 TO A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 33 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, 30 FEET, THENCE SOUTHWESTERLY TO A POINT IN THE NORTHEASTERLY LINE OF ELSTON AVENUE 30 FEET NORTHWESTERLY FROM THE PLACE OF BEGINNING, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF ELSTON AVENUE TO THE PLACE OF BEGINNING).

EXCEPTING FROM TRACTS 8A, 8B AND 8C THAT PART TAKEN FOR ROAD PURPOSES PER AGREED FINAL JUDGMENT ORDER PURSUANT TO STIPULATIONS ENTERED IN CASE NO. 2014 L 50562, RECORDED OCTOBER 17, 2014 AS DOCUMENT 1430019017.

## TRACT 8D:

THAT PART OF LOT 1 IN SNOW ESTATE SUBDIVISION OF SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES); ALSO THAT PART OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING BETWEEN THE RAILROAD AND THE RIVER, WHICH PART OF LOT 1 IS MORE PARTICULARLY DESCRIBED AS BEING THAT PART OF LOT 1, WHICH IS BOUNDED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 309.82 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE (NORTH ROBEY STREET), AS WIDENED, THENCE WESTERLY AT RIGHT ANGLES TO SAID WESTERLY LINE OF NORTH DAMEN AVENUE 20.94 FEET; THENCE SOUTHWESTERLY ALONG A LINE 14.0

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FEET NORTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT A DISTANCE OF 149.0 FEET; THENCE SOUTHWESTERLY 145.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TRACT 9:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT 5B FOR PARKING GARAGE MAINTENANCE AND FOR PARKING GARAGE BUILDING EASEMENTS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 13, 2016 AS DOCUMENT NUMBER 1616519212.

PROPERTY ADDRESS OF REAL ESTATE:

2020 W. Fullerton Avenue  
Chicago, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

14-30-319-015-0000  
14-30-319-016-0000  
14-30-319-030-0000  
14-30-319-032-0000  
14-30-319-034-0000  
14-30-319-035-0000  
14-30-319-037-0000  
14-30-301-006-0000  
14-30-301-008-0000  
14-30-301-009-0000  
14-30-301-031-0000