

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/23/2022 09:48 AM Pg: 1 of 12

This instrument prepared by  
and after recording, return to:

Paul Hastings LLP  
71 S. Wacker Drive, Suite 4500  
Chicago, IL 60606  
ATTN: Gregory E. Spitzer, Esq.

This document serves as a financing statement filed as a fixture filing under the Illinois Uniform  
Commercial Code, Chapter 810 ILCS 5/9-502(b) and (c), et seq.

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF  
RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

made by

ALIGNED DATA CENTERS (ORD) PROPCO, LLC, as Mortgagor,

to

TORONTO-DOMINION (TEXAS) LLC,  
as Collateral Agent and Mortgagee

Dated as of May 17, 2022

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Location: 501 & 505 Northwest Avenue, Northlake, Illinois 60164

Tax Parcel No.: 12-31-100-005-0000; 12-31-100-008-0000; 12-31-301-  
021-0000; 12-31-301-033-0000; 12-31-301-043-0000

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

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of May 17, 2022 (this "Amendment"), is entered into between **ALIGNED DATA CENTERS (ORD) PROPCO, LLC**, a Delaware limited liability company ("Mortgagor"), having an address at 2800 Summit Ave, Plano, TX 75074, as mortgagor, and **TORONTO-DOMINION (TEXAS) LLC**, a Delaware limited liability company, as Collateral Agent (as hereinafter defined) for the sole benefit of itself, the Secured Parties, having an address at E&Y Tower, 15th Floor, 222 Bay Street, Toronto, Ontario M5K 1A2, Canada, as mortgagee (in such capacity, "Mortgagee").

### RECITALS

A. Mortgagor has heretofore executed and delivered to Mortgagee that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 25, 2021, which was recorded on September 8, 2021, as Document No. 2125119001 in the official records of Cook County, Illinois (the "Existing Mortgage"), covering the real property described on Annex 1 attached hereto and made a part hereof. Initial capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Mortgage.

B. The Existing Mortgage was delivered pursuant to that certain Credit Agreement dated as of August 25, 2021 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement") by and between **ALIGNED ENERGY DATA CENTERS (IAD) PROPCO, LLC, ALIGNED DATA CENTERS (ORD) PROPCO, LLC, ALIGNED DATA CENTERS (WVC) PROPCO, LLC, ALIGNED DATA CENTERS (CONTINUUM) PROPCO, LLC, ALIGNED ENERGY DATA CENTERS (SLC) DEVCO, LLC, and ALIGNED DATA CENTERS (RELO) PROPCO, LLC** (collectively, the "Borrowers") and Mortgagee, as administrative agent for the Lender Parties, and as collateral agent for the Secured Parties.

C. Concurrently herewith, Borrower has entered into that Amendment No. 1 to Credit Agreement dated of even date herewith (such agreement, as may be amended, restated, amended and restated, supplemented, extended, renewed, and otherwise modified from time to time, "Amendment No. 1"; together with the Original Agreement, the "Credit Agreement"), which amends the Original Credit Agreement.

D. The Borrowers have requested (i) (A) a new tranche of loan commitments under the Credit Agreement in the form of a delayed draw term loan facility in an aggregate principal amount equal to \$500,000,000 (the "2022-1 Term Loan Facility"), with a one-year availability period, (B) a new tranche of loan commitments under the Credit Agreement in the form of a delayed draw term loan facility in an aggregate principal amount equal to \$750,000,000 (the "2022-2 Term Loan Facility"), with a two-year availability period and (C) a Revolving Credit Increase in an aggregate principal amount equal to \$125,000,000 (the "2022-1 Incremental Revolving Increase"); each to be used for the purposes described in the Credit Agreement, and (ii) certain amendments to the Credit Agreement as more particularly set forth therein.

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E. Mortgagor will benefit from Amendment No. 1.

F. A condition precedent for the Lender providing the Loans under Amendment No. 1 is the execution and delivery by the Mortgagor of this Amendment.

G. The parties desire to amend the Existing Mortgage pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendments**. Effective as of the date hereof, the Existing Mortgage shall be deemed to be amended as follows:

(a) From and after the date hereof, all references to the "Obligations" in the Existing Mortgage shall be deemed to include, but not be limited to, the 2022-1 Term Loan Facility, the 2022-2 Term Loan Facility, and the 2022-1 Incremental Revolving Increase.

(b) Section 8.4 is hereby deleted in its entirety and replaced with the following: "Notwithstanding any provision contained herein to the contrary, the liabilities and obligations secured by this Mortgage shall not exceed \$4,500,000,000.00."

2. **Certain Representations**. Mortgagor represents and warrants that, as of the date hereof: (a) Mortgagor has full power and authority to execute this Amendment, and this Amendment constitutes the legal, valid, and binding obligation of Mortgagor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by Mortgagor of this Amendment or the performance of this Amendment.

3. **Ratification and Confirmation**. It is expressly agreed that the execution of this Amendment shall not alter or otherwise affect the terms, provisions, and conditions of the Existing Mortgage EXCEPT as expressly set forth above. Mortgagor hereby RATIFIES, CONFIRMS, AND AGREES that the Existing Mortgage, as amended hereby, shall continue to be in full force and effect to the same extent as provided therein. Any reference to the "Mortgage" as used in the Existing Mortgage or herein shall mean the Existing Mortgage as modified by this Amendment.

4. **Limitation on Agreements**. The modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Existing Mortgage, or (b) to prejudice any right or rights which Mortgagee now has or may have in the future under or in connection with the Existing Mortgage, as amended hereby, or any of the other documents referred to herein or therein.

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5. **Effect of Amendment; Conflicts.** This Amendment shall be construed as, and is hereby made a part of, the Existing Mortgage, and such instruments (the Existing Mortgage and this Amendment) shall be construed and interpreted together as a single instrument, excepting only that, in the case of any inconsistency which cannot be reconciled, the terms of this Amendment shall be controlling.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Applicable Law.** The provisions of this Amendment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York.

8. **Entirety.** **THIS AMENDMENT, THE EXISTING MORTGAGE, THE CREDIT AGREEMENT, AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the respective dates of their notary certifications below to be effective as of the date first set forth above, intending to create an instrument executed under seal.

[SIGNATURE PAGES FOLLOW]

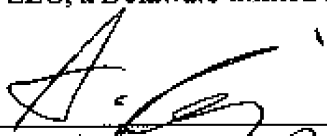
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**MORTGAGOR:**

ALIGNED DATA CENTERS (ORD)  
PROPCO, LLC, a Delaware limited liability  
company

By:

  
Name: *Anubhav Raj*  
Title: *CFO*

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STATE OF Texas )  
 ) ss.:  
 COUNTY OF Collin )

On this 8th day of May, 2022, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Anubhav Raj, to me known to be the CEO of ALIGNED DATA CENTERS (ORD) PROPCO, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public Elizabeth Heilman  
 Print Name: Elizabeth J. Heilman  
 Residing at: 2800 Summit Ave Plano TX 75074  
 My Commission Expires: 01/15/2023

COOK COUNTY Clerk's Office

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**MORTGAGEE:**

TORONTO DOMINION (TEXAS) LLC, a  
Delaware limited liability company

By: 

Name: Pradeep P. Mehra

Title: Authorized Signatory

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STATE OF )  
New York )  
 ) ss.:  
 COUNTY OF )  
New York )

On this 9<sup>th</sup> day of MAY, 2022, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Pradeep P. Mehra, to me known to be the Authorized Signatory of TORONTO DOMINION (TEXAS) LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public Dennis Cairns  
 Print Name: Dennis CAIRNS  
 Residing at: QUEENS, N.Y.

My Commission Expires:

DENNIS CAIRNS  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 01CA6114237  
 QUALIFIED IN QUEENS COUNTY  
 COMMISSION EXPIRES 08/09/2024

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## ANNEX 1

### Legal Description

#### PARCEL 1:

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30 SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1,051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903, ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 1,147.84 FEET TO A POINT; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2,500 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED ON FEBRUARY 26, 1960 FOR A PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.50 FEET TO A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAYS PROVISIO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD NUMBER 834, A DISTANCE OF 434.57 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 957.88 FEET TO A POINT ON THE

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EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", SAID POINT ALSO BEING 60 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", ALSO BEING A LINE 60 FEET EASTERLY OF (AS MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 415.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", A DISTANCE OF 392.84 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THE NORTH 12 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THE NORTHERLY 330 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 31; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 31, A DISTANCE OF 99.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64 (COMMONLY KNOWN AS NORTH AVENUE) THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64, A DISTANCE OF 555.85 FEET TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO BURNY BROTHERS, INC., BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED APRIL 1, 1960; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BURNY BROTHERS, INC. PROPERTY, SAID LINE ALSO BEING THE EASTERLY LINE OF ACCESS ROAD "C", THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 192 FEET, A DISTANCE OF 143.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 115.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 188 FEET, A DISTANCE OF 138.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 206.35 FEET TO THE NORTHWEST CORNER OF SAID BURNY BROTHERS, INC. PROPERTY FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING

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4 COURSES AND DISTANCES; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 563.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 7,542 FEET, A DISTANCE OF 485.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 4 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 149.79 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RADIO STEEL MANUFACTURING COMPANY, BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A DEED DATED JANUARY 24, 1962; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, A DISTANCE OF 957.38 FEET TO THE SOUTHEAST CORNER OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, SAID CORNER ALSO BEING A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S PROVISO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD TRACK NUMBER 834, A DISTANCE OF 1,272.05 FEET TO A POINT ON THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY, A DISTANCE OF 820.52 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF A CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30 (SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE AND COOK COUNTIES) A DISTANCE OF 1051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903 ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG SAID

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SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 1147.84 FEET TO A POINT; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE LAST MENTIONED COURSE, A DISTANCE OF 2500.00 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO NORTHWESTERN RAILWAY COMPANY BY DEED DATED FEBRUARY 26, 1960; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, SAID POINT ALSO BEING THE PLACE OF BEGINNING OF THE PROPERTY TO BE DESCRIBED HEREIN: THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 92 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO SAID SOUTH LINE, A DISTANCE OF 160.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 59.99 FEET; THENCE NORTH 14 DEGREES 56 MINUTES 10 SECONDS WEST, 124.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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