Doc#. 2227206479 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/29/2022 03:52 PM Pg: 1 of 12

22088497

This instrument was drafted by and when recorded should on be returned to:

Tyler K. Olson, Esq. Fox Rothschild LLP 222 South Ninth Street, Suite 2000 Minneapolis, MN 55402

For Tax Parcel I.D. Numbers and Addresses. see Exhibit "A" attached hereto.

FIRST AMENOMENT TO

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

<u>AND</u>

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF AMASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT AND COLFATERAL ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), is made and executed affective as of September 29, 2022, by and between STUDIO SERVICES LLC, an Illinois limited liability company (the "Borrower"), and NORTHEAST BANK ("Lender").

RECITALS:

A. Pursuant to that certain Loan Agreement dated July 19, 2019, by and between Lender and Borrower (as amended from time to time, the "Original Loan Agreement"), the Lender made a mortgage loan to the Borrower in the maximum principal amount of up to \$3,770,000.00 ("Loan") to finance certain real and personal property located in Cook County, Illinois, as more fully described on the attached Exhibit A (the "Property"). The Loan is

evidenced by that certain Promissory Note dated as of July 19, 2019, executed by the Borrower to the Lender in the maximum principal sum of up to \$3,770,000.00 (the "Original Note").

- B. The Original Note is secured by, among other things, that certain (i) Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of July 19, 2019, which Mortgage was originally filed of record on July 30, 2019, in the Official Records of Cook County, Illinois, as Document No. 1921133019 (as amended, amended and restated, or otherwise modified from time to time, the "Mortgage"), and (ii) Collateral Assignment of Leases and Rents dated as of July 19, 2019, which Asssignment was originally filed of record on August 1, 2019, in the Official Records of Cook County, Illinois, as Document No. 1921334017 (as amended, amended and restated, or otherwise modified from time to time, the "Assignment").
- C. Lorrower and Lender have agreed to, among other things, increase the principal balance of the Loan & \$4,500,000.00 and extend the maturity date. In connection therewith, the terms of the Original Loan Agreement and Original Note have been modified pursuant to that certain Amended and Restated Loan Agreement dated as of even date herewith by and between the Borrower and Lender (as may be amended, amended and restated, or otherwise modified from time to time, the "Amended and Restated Loan Agreement") and that certain Amended and Restated Promissory Note dated as of even date herewith, executed by the Borrower to the Lender in the maximum principal surn of \$4,500,000.00 (as may be amended, amended and restated, or otherwise modified from time to time, the "Amended and Restated Note"), respectively.
- D. In connection with the modification of the Loan, the Borrower has agreed to enter into this Amendment.
- NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Lender and Borrower agree as follows:

1. AMENDMENT TO MORTGAGE

1.1 <u>Amendment to Second Paragraph</u>. The first sentence in the Second Paragraph of the Mortgage is hereby deleted and replaced with the following:

This Mortgage is granted pursuant to the terms, provisions and conditions of that certain Amended and Restated Loan Agreement dated as of even date with this Amendment between Mortgagor and Mortgagee (as may be amended, amended and restated or otherwise modified from time to time, the "Loan Agreement").

- 1.2 <u>Amendment to Section A "Obligations"</u>. Section A on page 4 of the Mortgage is hereby deleted in its entirety and replaced with the following:
 - A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note in

the original principal amount of FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00) given by the Borrower to the order of Lender dated as of even date with this Amendment, including any extensions, renewals, replacements, modifications, amendments and amendments and restatements thereof (the "Note").

- 1.3 <u>Amendment to Section 12 Tax and Insurance Reserve</u>. Section 12 of the Mortgage is hereby deleted in its entirety and replaced with the following:
 - Borrower shall pay to Lender (i) on the closing of the Loan an amount reasonably es in ated by Lender equal to one-sixth (1/6) portion of the annual taxes, assessments, liens and charges on or against the Mortgage Property (the "Charges") and (ii) on each montilly rayment date on the Note subsequent to the date of this Amendment an amount reasonable estimated by Lender equal to one-twelfth (1/12) of all Charges, to create and maintain an escrow reserve fund, from which to pay said Charges before the same become due. Bor ower shall keep and maintain the balance of the reserve fund to equal not less than two-twelfths (2/12) of any annual Charges in the reserve fund at all times while the Loan is outstanding (the "Tax Reserve Cushion"). Such payments shall be invested in a non-interest bearing account associated with the loan which shall be held by Lender as cash collateral for the Obligations, and so long as no Event of Default exists hereunder or under any of the concr Loan Documents, shall be paid as set forth below. If Lender determines that the funds in the reserve will be insufficient to pay the Charges next coming due while maintaining the Tax Reserve Cushion, Lender may increase the monthly contribution required to be made by Borrower to the reserve on each monthly payment date on the Note. Borrower shall, upon receipt of tax notice, provide Lender with current billing from the taxing authority. Provided that no Event of Default then exists, Lender shall, to the extent sufficient funds are available for such purpose in the reserve, pay such Charges directly to the appropriate Governmental Authority. In making any payment relating to Charges, Lender may do so according to any bill, statement or estimate procured from the appropriate governmental authority without inquiry into the accuracy of such bill, statement or estimate or into the validit; of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Borrower acknowledges and agrees that (i) any insufficiency in the amount of the reserve to pay all such paymons due and owing shall not constitute a limitation on Borrower's obligations to pay all such payments due and owing and (ii) Lender shall not be liable for any loss sustained by Borrover resulting from Lender's failure to timely pay or not pay all or any of the applicable payments. In the event of any Event of Default under the Loan Agreement or under the terms of this Mortgage, any part or all of such reserve fund may be applied, at the option of Lender, to cure any such Event of Default or to any part of the indebtedness hereby secured.
 - 12.2 Borrower shall, upon the request of Lender following the occurrence of a default, pay to Lender (i) an amount reasonably estimated by Lender equal to a one-sixth (1/6) portion of the annual insurance premiums for insurance policies which are required pursuant to the Loan Documents (the "Insurance Premiums") and (ii) on monthly payment date on the Note thereafter an amount reasonably estimated by Lender equal to one-twelfth (1/12) of all Insurance Premiums, to create and maintain a reserve fund, from which to pay said Insurance Premiums before the same become due. Borrower shall keep

and maintain the balance of the reserve fund to equal not less than two-twelfths (2/12) of any annual Insurance Premiums in the reserve fund at all times while the Loan is outstanding (the "Insurance Reserve Cushion"). Such payments shall be invested in a non-interest bearing account which shall be held by Lender as cash collateral for the Obligations, and so long as no Event of Default exists hereunder or under any of the other Loan Documents, shall be paid as set forth below. If Lender determines that the funds in the reserve will be insufficient to pay the Insurance Premiums next coming due while maintaining the Insurance Reserve Cushion, Lender may increase the monthly contribution required to be made by Borrower to the reserve on each monthly payment date on the Note. Borrower shall, at least thirty (30) days prior to the applicable due date of any Insurance Premium, provide Lender with written notice of such due date, together with the applicable current bill from the insurer. Provided that no Event of Default then exists. Lender shall, to the extent sufficient funds are available for such purpose in the reserve, pay such Insurance Premiums directly to the appropriate insurance company. In making any payment relating to Insurance Premiums, Lender may do so according to any bill, statement or estimate procured from insurer or its agent without inquiry into the accuracy of such bill, statement or estimate. Borrower acknowledges and agrees that (i) any insufficiency in the amount of the reserve to pay all such payments due and owing shall not constitute a limitation on Borrower's obligations to pay all such payments due and owing and (ii) Lender small not be liable for any loss sustained by Borrower resulting from Lender's failure to timely pay or not pay all or any of the applicable payments. In the event of any Event of Default 1 nder the Loan Agreement or under the terms of this Mortgage, any part or all of such reser re fund may be applied, at the option of Lender, to cure any such Event of Default or to any part of the indebtedness hereby secured.

2. AMENDMENT TO ASSIGNMENT

2.1 <u>Section 1 – Grant of Assignment</u>. The firs, sentence of Section 1 of the Assignment is hereby deleted in its entirety and replaced with the following:

This ASSIGNMENT is granted pursuant to the terms, provisions and conditions of that certain Amended and Restated Loan Agreement dated as of even date with this Amendment between Borrower and Lender (as may be amended, amended and restated or otherwise modified from time to time, the "Loan Agreement").

- 2.2 <u>Section 2 Obligations Secured</u>. Section 2A of the Assignment is hereby deleted in its entirety and replaced with the following:
 - A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note in the original principal amount of FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00) given by the Borrower to the order of Lender dated as of even date with this Amendment, including any extensions, renewals, replacements, modifications, amendments and amendments and restatements thereof (the "Note").

3. MISCELLANEOUS

- 3.1 Terms used but not defined herein shall have the meanings ascribed thereto by the Mortgage.
- 3.2 The Mortgage shall now secure the indebtedness evidenced by the Amended and Restated Note, inclusive of all indebtedness evidenced by the Original Note with all the priorities enjoyed since the inception of the Original Note.
- 3.2 Except as specifically modified hereby, the Mortgage shall continue in full force and effect, enforceable in accordance with its terms.
- 3.4 Ini. Amendment is delivered in and shall in all respects be construed according to Section 33 of the Mortgage.
- 3.5 This Amendment and each and every part hereof shall be binding upon the parties hereto and their heirs, representatives, administrators, successors and assigns and shall inure to the benefit of each and every future holder of the Amended and Restated Note including any successors and assigns of the Lender.
- 3.6 The lien, security interest, assignment and other rights created and evidenced by the Mortgage are hereby renewed to secure payment of the Amended and Restated Note, and the Lender shall continue to be entitled to all of the priorities existing under the Mortgage as of the date first executed and delivered.
- 3.7 Nothing herein contained shall be construed to be a novation of the Mortgage or any other document securing the Loan and the liens, security interests and title granted and conveyed under the Mortgage and all such documents and any other instruments given as security for and/or collateral for the Loan shall continue in full torse and effect uninterrupted.
- 3.8 The Borrower represents and warrants to Lender that it has no defenses, setoffs, claims, actions, causes of action, damages, demands or any other claims of any kind or nature whatsoever, whether asserted or unasserted, against the Lender as of the date here of with respect to the Loan, the Original Note or the Amended and Reestated Note, the Mongage, any other Loan Documents and the Loan evidenced thereby including but not limited to any action previously taken or not taken by it and/or any duties or obligations of it with respect to the aforesaid Loan, the Original Note or the Amended and Restated Note, the Mortgage, any other Loan Documents and the Loan evidenced thereby. The Borrower hereby confirms and ratifies the Loan, the Original Note as amended and restated by the Amended and Restated Note, the Mortgage, any other Loan Documents and the Loan evidenced or secured by the Loan, the Original Note as Amended and Restated by the Amended and Restated Note, the Mortgage, any other Loan Documents and the Loan evidenced thereby.
- 3.9 The Borrower agrees that it shall, upon request of the Lender, execute and deliver such further instruments, financing statements under the Uniform Commercial Code and other assurances and to do such further acts as may be reasonably necessary or proper to carry out

more effectively the purposes of this Amendment and without limiting the foregoing to make subject to the lien of the Mortgage any property agreed to be subjected hereto or covered by the granting clause of the Mortgage.

- This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- Release. Borrower hereby absolutely and unconditionally releases and forever discharge I ender, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, that Borrower has had, now has or has made claim to against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured, or known or unknown.
- Waiver of Jury Trial. THE PARTIES TO THIS AMENDMENT WAIVE(S) TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ANY PARTIES TO THIS AMENDMENT ARE INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER JR1,
 J, OR CON.

 ED HEREUNDER,
 R THE DATE OF THIS AD.

 [Signature page(s) to follow] (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AMENDMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AMENDMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

STUDIO SERVICES LLC, an Illinois limited liability company

By: Ann C. Callio

Title: Manager

STATE OF 16 STATE OF 15 SS.

On this Land 10 Jet 1, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared John C. Crededio, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the foregoing instrument as the Manager of Studio Services LLC, an Illinois limited liability company, and as such he/she acknowledged that he/she signed an i delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

LUANN M DOCKERY Official Seal

Signature: Name:

My Commission Expires Jun 3, 2026

My Commission Expires

[Signature Page to First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Collateral Assignment of Leases and Rents]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

LENDER:

NORTHEAST BANK

By:

Name: Brian Doherty

Its: Managing Director

STATE OF MASSACHUSE

COUNTY OF SWEETING

, 2022, before me, the undersigned, a Notary Public in On this SLOKMER 27 and for said state, personally appeared Gran Donethy, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the foregoing instrument as the Magazina Dictor of Northeast Bank, and as such he/she acknowledged that he/she signed and delivered the said instrument as bis/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

Name:

My Commission Expires:

[Signature Page to First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Collateral Assignment of Leases and Rents]

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EXHIBIT "A-1" LEGAL DESCRIPTION

Tax Parcel I.D. Number(s):

16-17-400-016-0000 16-17-413-026-0000 16-17-413-043-0000 16-17-413-037-0000 16-17-412-038-0000

Address of Property: 5660 W. Taylor Street, Chicago, Illinois 60644

PARCEL 1:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYCAG WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHLAST 1/4 OF SECTION 17, AND LYING EAST OF THE WESTERLY LINE OF A 17.0 FOUT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS PER DOCUMENT 6034440, TOGETHER WITH THAT PART OF THE SOUTH 11267 FEET OF BLOCK 9 AFORESAID, LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AND LYING WEST OF A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 359,26 FEET AND TALIGENT TO A LINE 10 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOC! AND INTERSECTING A LINE 20 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE AT A POINT 105 FEET DUE EAST OF SAID WEST LINE AND INTERSECTING THE SOUTH LINE OF SAID BLOCK 9 AT A POINT 309.1 FEET MORE OR LESS EAST OF SAID WEST LINE (EXCELT FROM SAID PREMISES THAT PART OF THE EAST 25.0 FEET LYING NORTH OF THE SOUTH 1.7 65 FEET OF THAT PART OF BLOCK 9 AFORESAID LYINGWEST OF THEWEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 17, ALTO EXCEPT THAT PART FALLING IN THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 15, BAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID, 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49

SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 26 SECONDS WEST 53.60 FEET TO THE LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS YEAR DOCUMENT 6034440, IN COOK COUNTY, ILLINOIS;

ALSO

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TO WNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SALD PREMISES THAT PART OF SAID NORTHWEST 1/4 LYING EASTERLY OF A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET TANGENT TO THE EAST LINE OF SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF SAID NORTHWEST 1/4 AND EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S LESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST AS ONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49 SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 26 SECONDS WEST 53.60 FEET TO A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES, 36 MINUTES, 22 SECONDS WEST PARALLEL WITH SAID EAST LINE 248.13 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 135.19 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 32 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 52 SECONDS EAST 141.13 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RAINGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAS? HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID: THENCE NORTH 89 DEGREES 57 SECONDS 01 MINUTES EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF SAID NORTHWEST QUARTER AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST QUARTER AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER: THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES 27 MINUTES 49 SECONDS EAST THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST, ALONG A LINE HEREINAFTER DESIGNATED LINE "A" 303.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST 53.60 FEET TO A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID AT A 63.08 FEET SOUTH OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG SAID PARALLEL LINE; THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, 137.75 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE HEREIN ABOVE DESIGNATED LINE "A" THENCE NORTH 89 DEGREES 32 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY EXTENSION OF LINE "A", 53.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALŞO

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE EASTERLY 25.0 FEET OF THE NORTHERLY 87.0 FEET);

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ALSO

THE SOUTH 3/4 (EXCEPT THE SOUTH 674 FEET OF SAID SOUTH 3/4) OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 140.0 FEET OF THE SOUTH 165.00 FEET OF THE WEST 200.00 FEET OF THE EAST 225.00 FEET, THEREOF;

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH, EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID, WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES 36 MINUTES 22 SECONDS WEST PARALLEL WITH SAID EAST LINE 248.13 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 52 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST 60.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 46 SECONDS EAST 77.33 FEFT 70 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.