Doc# 2329712027 Fee \$93.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/24/2023 12:07 PM PG: 1 OF 1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Kelley Dryc & Warren LLP One Jefferson Road Parsippany, New Jersey 07054 Attention: Paul A. Keenan, Esq.

Space Above This Line For Recorder's Use

Loan No. 10393

### FIRST AMENDMENT TO MORTCAGE AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (the "Agreement") is made and entered into as of this 10<sup>th</sup> day of October, 2023, by and between ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, a Minnesota corporation, having a business and mailing address at c/o PIMCO Prime Real Estate LLC, 1633 Broadway, New York, New York 10019-6999, Attention: Servicing Department ("Lender") and SPIRE HRA ONE O'HARE, LP, a Delaware limited partnership, having an address at c/o Hannay Realty Advisors, 2999 N. 44th Street, Suite 400, Phoenix, Arizona 85016 ("Borrower").

#### **RECITALS:**

A. Pursuant to that certain Loan Agreement dated as of October 7. 2015 by and between Lender and Borrower (the "Loan Agreement"), Lender made a loan to Borrower (the "Loan") evidenced by that certain Promissory Note in the original principal amount of Forty-Nine Million Eight Hundred Thousand and No/100 Dollars (\$49,800,000.00), dated October 7, 2015 (the "Original Note"), made by Borrower and payable to the order of Lender, secured by, inter alia, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower to Lender, dated October 7, 2015, and recorded with the Cook County Recorder of Deeds as Document Number 1528016083 (as amended hereby, the "Mortgage"), which Mortgage constitutes a lien upon certain real property located in Cook County, Illinois, and more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

B. Borrower and Lender have agreed to make certain modifications to the terms of the Loan.

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4854-4318-7326

C. As a condition to entering into this Agreement, Lender requires (i) Borrower to execute and deliver that certain Amended and Restated Promissory Note, dated as of the date hereof, in the original principal amount of Forty-One Million Five Hundred Fifty-Two Thousand Nine Hundred Thirty-Three and 86/100 Dollars (\$41,552,933.86) (the "Amended and Restated Note") and (ii) Guarantor to execute and deliver that certain Reaffirmation of Guaranty of Recourse Obligations and Environmental Indemnity Agreement dated as of the date hereof (the "Reaffirmation").

**NOW, THEREFORE,** for and in consideration of the sum of Ten U.S. Dollars (\$10.00), the mutual covenants and agreements of the parties contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.
- 2. <u>Amendments to the Loan Documents</u>. The Loan Documents are hereby amended as follows:
  - a. The definition of "in terest Rate" shall mean eight and forty-nine hundredths percent (8.49%).
    - b. The following new definition of "Jungbunzlauer Lease" is added:
      - "Jungbunzlauer Lease" means that certain Office Lease dated June 21, 2023 between Borrower, as landlord, and Jungbunzlauer, Inc., as tenant, demising 6,861 square feet of space at the Property, as the same may be modified, amended or renewed in accordance with the terms of the Loan Agreement.
    - c. The definition of "Loan Documents" shall include his Agreement and the Reaffirmation.
    - d. The definition of "Maturity Date" shall mean October 10, 2024.
    - e. The definition of "Note" shall mean the Amended and Restated Note, as the same may be amended, restated, or otherwise modified from time to time.
    - f. The following new definition of "Permitted Leasing Expenses" is added:
      - "Permitted Leasing Expenses" means actual out-of-pocket expenses incurred by Borrower in leasing the space at the Property (other than the space demised as of the date hereof pursuant to the Reyes Lease) pursuant to Leases entered into in accordance with the Loan Documents, including in each case brokerage commissions and tenant improvements, which expenses are approved by Lender (such approval not to be unreasonably withheld or delayed).

g. The following new definition of "TI/LC Reserve Disbursement Conditions" is added:

"TI/LC Reserve Disbursement Conditions" shall mean (a) Borrower shall have submitted a request for payment to Lender at least ten (10) days prior to the date on which Borrower has requested such payment be made, which request specifies the Permitted Leasing Expenses to be paid, (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall have occurred and be continuing, (c) Borrower has delivered to Lender an estoppel certificate reasonably acceptable to Lender with respect to the applicable Lease, which estoppel certificate shall evidence, among other things, that each respective Tenant is in-occupancy of the premises demised pursuant to its Lease and is open for business and (d) Lender shall have received (i) a certification from Perrower stating (1) that the items to be funded by the requested dishursement are Permitted Leasing Expenses, and a description thereof, (2) stating that all Permitted Leasing Expenses consisting of tenant improvements at the Property, as applicable, to be funded by the requested disbursement have been completed in a good and workmanlike manner and in accordance with all applicable Legal Requirements, (3) identifying each Person that supp ied materials or labor in connection with the Permitted Leasing Expenses consisting of tenant improvements to be funded by the requested disbursement or, for leasing commissions, the broker entitled to such leasing commissions to be funded by the requested disbursement, (4) stating that each such Person less been paid in full or will be paid in full upon such disbursement with respect to the Permitted Leasing Expenses subject to such disbursement less any retainage in the disbursement request, (5) stating that the Permitted Leasing Expenses to be funded have not been the subject of a previous disbursement of ands from the TI/LC Reserve Account or Outstanding Tenant Improvement Escrow and (6) stating that all previous disbursements of funds from the TI/IC Reserve Account or Outstanding Tenant Improvement Escrow have been used to pay the previously identified Permitted Leasing Expenses, (ii) a copy of any license, permit or other approval by any Governmental Authority required in connection with the Permitted Leasing Expenses consisting of tenant improvements and not previously delivered to Lender, (iii) lien waivers or other evidence of payment satisfactory to Lender, (iv) at Lender's option, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender, (v) such other evidence as Lender shall reasonably request to demonstrate that the Permitted Leasing Expenses to be funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower.

3. <u>Escrow for Impounds</u>. From and after the date hereof, Borrower shall make monthly escrow payments for Impounds pursuant to Section 3.2(a) of the Loan Agreement and the conditional waiver of the requirement that Borrower make deposits to the Tax and Insurance

Reserve Account pursuant to Section 3.2(b) of the Loan Agreement shall apply solely with respect to monthly deposits for insurance premiums.

- 4. Tenant Improvement / Leasing Commission Escrow. On the date hereof, Lender shall establish a "TI/LC Reserve Account" for the purpose of holding funds for Permitted Leasing Expenses, which shall be deemed to be a Reserve Account pursuant to the terms of the Loan Agreement. On the Payment Date occurring in November, 2023 and on each Payment Date thereafter, Borrower shall deposit an amount equal to \$40,700.00 into the TI/LC Reserve Account. Lender shall not be required to disburse funds from the TI/LC Reserve Account more frequently than monthly and in an amount of not less than \$50,000.00. Each such disbursement shall be for Permitted Leasing Expenses. Borrower shall have satisfied each of the TI/LC Reserve Disbursement Conditions with respect to each such disbursement.
- 5. Outstanding Tenant Improvement Escrow. On the date hereof, Lender shall establish an "Outstanding Tenant Improvement Reserve Account" for the purpose of holding funds for the payment of tenant improvements pursuant to the Jungbunzlauer Lease, which shall be deemed to be a Reserve Account pursuant to the terms of the Loan Agreement. On the date hereof, Borrower shall deposit an amount equal to \$514,575.00 into the Outstanding Tenant Improvement Reserve Account. Lender shall not be required to disburse funds from the Outstanding Tenant Improvement Reserve Account more frequently than monthly and in an amount of not less than \$50,000.00. Each such disbursement shall be for the payment of tenant improvements pursuant to the terms of the Jungbunzlauer Lease. Borrower shall have satisfied each of the TI/LC Reserve Disbursement Conditions with respect to each such disbursement.
- 6. <u>Restriction on Distributions</u>. During the remaining term of the Loan, Borrower shall not make any distributions of cash or other assets of Corrower to any direct or indirect owner of Borrower. All cash balances held by Borrower shall consultute additional security for the Loan.
- 7. Representations and Warranties. In connection with this Agreement, Borrower hereby represents and warrants to Lender that:
  - a. all of Borrower's representations and warranties contained in the Loan Agreement and the other Loan Documents are true and correct on and is of the date of Borrower's execution of this Agreement;
  - b. no Default or Event of Default has occurred and is continuing 33 of such date under any Loan Document;
  - c. Borrower has the power and authority to enter into this Agreement and to perform all of its obligations hereunder;
  - d. the execution, delivery and performance of this Agreement by Borrower have been duly authorized by all necessary corporate, partnership or other action; and
  - e. the execution and delivery of this Agreement and performance thereof by Borrower does not and will not violate the organizational documents of Borrower and does not and will not violate or conflict with any law, order, writ, injunction, or decree of any

court, administrative agency or other governmental authority applicable to Borrower, or its properties.

8. <u>Notices</u>. The notice address for Lender for purposes of Section 12.6 of the Loan Agreement is hereby revised as follows:

Allianz Life Insurance Company of North America c/o PIMCO Prime Real Estate LLC 1633 Broadway New York, New York 10019-6999 Attention: Servicing Department

- 9. Release. In consideration of the agreements of Lender hereunder, Borrower and its successors and assigns does hereby forever release, discharge and acquit Lender and Lender's parents, subsidiaries and affiliate entities, and the respective officers, directors, shareholders, agents and employe is of each of the foregoing, and their respective successors, heirs, and assigns, and each of them, of and from any and all known or unknown, suspected or unsuspected, liquidated or unliquidated claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty of any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses, of every type, which in anyway arise out of or are connected with or related to the Loan or the Property and which are based upon facts arising on or prior to the date of this Agreement (irrespective of the nature of the legal or equitable right or remedy on which any such claim is based); provided, how ever, that Borrower does not release its rights under the Loan Documents with respect to amounts previously deposited into the Reserve Accounts and not yet disbursed or applied under the terms of the Loan Documents.
- 10. <u>Further Assurances</u>. The parties hereto egree to execute such other or further documentation, or perform such other acts, as reasonably may be necessary to better effectuate and carry out the purposes of this Agreement and of the other Loan Documents.
- 11. <u>Costs.</u> Borrower shall pay all costs of the transaction evidenced hereby, including without limitation reasonable attorneys' fees and recording and filing fees
- 12. <u>No Waiver</u>. The execution, delivery and effectiveness of this Agreement shall not, except to the extent expressly provided herein, operate as a waiver of any right, power or remedy of any of Lender, Borrower, or any other party under the Loan Documents, nor constitute a waiver of any provision of the Loan Documents by any of the parties hereto.
- 13. <u>Continued Validity of Loan Documents</u>. Except as otherwise provided herein, the Loan Documents shall continue in full force and effect, in accordance with their respective terms, and Borrower hereby expressly ratifies, confirms and reaffirms all of its liabilities, obligations, duties and responsibilities under and pursuant to the Loan Documents, as modified by this Agreement, and Borrower agrees that the same shall constitute valid and binding agreements of Borrower, enforceable in accordance with their respective terms.
- 14. <u>No Presumption Against Party Drafting Agreement</u>. Should any provision of this Agreement require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against

any party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared or drafted the same, it being agreed that all parties to this Agreement participated in the preparation hereof.

- Successors and Assigns. This Agreement shall be binding upon and inure to the 15. benefit of the parties hereto and their respective successors and permitted assigns.
- 16. No Further Modification. No further modification, amendment, extension, discharge, termination or waiver of the Loan Documents shall be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given.
- Governing Law. This Agreement shall be construed and enforced in accordance 17. with the laws of the state where the Property is located. If any provision hereof is not enforceable. the remaining provide as of this Agreement shall be enforced in accordance with their terms.
- Construction. As used herein, the neuter gender shall include the masculine and the feminine genders and vice versa, and the singular the plural, vice versa, as the context demands.
- Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original bot all of which taken together shall constitute one and the same instrument.
- Entire Agreement. This Agreement constitutes the entire agreement between the this rect matter here cal, among the partie.

  [Signature Pages to Follow] 20. parties hereto with respect to subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

#### **BORROWER:**

SPIRE HRA ONE O'HARE, LP. a Delaware limited partnership

By: SPIRE HRA One O'Hare GP, LLC, a Delaware limited liability company,

its General Partnet

By:

Name: Jeffrey D. Kohn

Title:

Mana/ger

STATE OF Ca COUNTY OF

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey D. Kohn, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and who is personally known to me to be the Manager of SPIRE HRA One O'Hare GP, LLC, a Delaware limited liability company, which is the General Partner of SPIRE HRA ONE O'HAKE, LP, a Delaware limited partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of all said limited liability companies, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

Printed Name: WISa Fanslow

(SEAL)

LUISA FONSECA cy Public - California Sun Diego County

Cor mais alon # 2460757 My Comm. Expires Aug 24, 2027

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# UNOFFICIAL CO

#### LENDER:

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, a Minnesota corporation

By: Pacific Investment Management Company LLC, a Delaware limited liability company, not individually but solely in its capacity as subadvisor for and on behalf of its client, Allianz Life Insurance Company of North America

Michael Krawiec

Authorized Signatory

Stephen Cox

Authorized Signatory

STATE OF NEW YORK

COUNTY OF NEW YORK

Proportion of County of County of Sc On October 3, 2023 before me, Gavin W. Scotti, Jr., Notary Public, personally appeared Michael Krawiec and Stephen Cox, who proved to me on the pasis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public

GAVIN W. SCOTTI, JR. NOTARY PUBLIC, STATE OF NEW YORK NO. 02SC6433167 QUALIFIED IN QUEENS COUNTY MY COMMISSION EXPIRES May 16, 2026

First Amendment to Mortgage And Other Loan Documents

# **EXHIBIT A**LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF LOT 7 IN GERHARD HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 7, WHICH IS 34.20 FEET DUE WEST CF THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT OF BEGINNING ON THE WESTFRLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE SOUTH 15 DEG'KFES 09 MINUTES 55 SECONDS EAST ALONG THE WESTERLY LINE OF THE EASTERLY 33.00 FEET OF SAID LOT 7 AND THE WESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 464.98 FEET; THENCE DUE WEST ALONG A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 580.72 FEET; THENCE DUE NORTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 448.79 FEET TO A POINT ON THE NORTH LINE OF LOT 7, WHICH IS 493.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE DUE EAST ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 459.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR HIGHWAY BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY ORDER VESTING TITLE FILED MARCH 2, 2010 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CASE NO. 2010L050184, A COPY OF WHICH WAS RECORDED MAY 6, 2010 AS DOCUMENT NUMBER 1012618081, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF DES PLAINES RIVER ROAD WITH THE NORTH LINE OF LOT 1 IN POINTE O'HARE. BEING A RESUBDIVISION OF PART OF SAID LOT 7 IN GERHARD HUEHL ESTATE. ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1997 AS DOCUMENT NUMBER 99621396; THENCE ON A STATE PLANE BEARING OF SOUTH 67 DEGREES 41 MINUTES 40 SECONDS WEST 15.66 FEET, ALONG SAID NORTH LINE OF SAID LOT 1 IN POINTE O'HARE, TO A 5/8" IRON ROD WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017"; THENCE NORTH 17 DEGREES 27 MINUTES 08 SECONDS WEST, 464.94 FEET, TO A 5/8" IRON ROD WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017", ON THE NORTH LINE OF SAID LOT 7 IN GERHARD HUEHL ESTATE DIVISION; THENCE NORTH 87 DEGREES 41 MINUTES 40 SECONDS EAST 15.51 FEET, ALONG SAID NORTH LINE OF LOT 7 IN GERHARD HUEHL ESTATE DIVISION, TO ITS INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF DES PLAINES RIVER ROAD; THENCE SOUTH 17 DEGREES 28 MINUTES 14 SECONDS EAST 464.98 FEET, ALONG SAID WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD, TO THE POINT OF BEGINNING.

#### **PARCEL 2:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, ALTERATION, MAINTENANCE, RENEWAL AND OPERATION AND FOR THE CONSTRUCTION AND USE OF A STORM WATER SEWER AND FOR SURFACE WATER DRAINAGE OVERFLOW AS CREATED BY STORM SEWER AND STORM WATER DRAINAGE EASEMENT MADE BY AND BETWEEN MICHAEL SCHIESSLE, AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 25, 1942 AND KNOWN AS TRUST NUMBER 101 AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1984 AND KNOWN AS TRUST NUMBER 107931 DATED MAY 29, 1984 AND RECORDED JULY 9, 1984 AS DOCUMENT 27164869 ON, OVER, ACROSS, UPON AND UNDER THE FOLLOWING DESCRIBED PREMISES:

THAT PAR'S OF LOT 7 IN GERHARD HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORT'I, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

A STRIP OF LAND 15.00 FEFT IN WIDTH BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTUER.LINE:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 7, WHICH IS 485.78 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 448.79 FEET FOR A POINT OF BFG!NNING OF THE CENTERLINE OF SAID 15-FOOT STRIP, CONTINUING THENCE SOUTH ALONG LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 147.84 FEET TO A POINT WHICH IS 7.50 FEET NORTHEASTERLY OF (MEASURED RADIALLY) THE NORTHEASTERLY LINE OF HIGGINS ROAD (STATE ROUTE 72) AS WIDENED PER DOCUMENT 11056708; (THE EAST AND SOUTHWESTERLY LINES OF SAID 15-FOOT STRIP TO INTERSECT AT THE NORTHERLY LINE OF HIGGINS ROAD); THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVED LINE CONCENTRIC TO AND 7.50 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS WIDENED, BEING CONVEX TO THE NORTHEAST WITH A RADIUS OF 6423.76 FEET, A DISTANCE OF 298.57 FEET TO A POINT, SAID POINT BEING THE TERMINAL POINT OF SAID 15-FOOT EASEMENT, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 3:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR THE PURPOSE OF PROVIDING USE AND BENEFIT OF SANITARY SEWER LINE, AS CREATED BY SANITARY SEWER EASEMENT MADE BY AND BETWEEN MICHAEL SCHIESSLE, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1942 AND KNOWN AS TRUST NUMBER 101 AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1984 AND KNOWN AS TRUST NUMBER 107931 DATED MAY 29, 1984

AND RECORDED JULY 9, 1984 AS DOCUMENT 27164870, IN AND UNDER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE WESTERLY 15.00 FEET OF THE EASTERLY 48.00 FEET OF LOT 7 IN GERHARD HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 7, WHICH IS 34.20 FEET DUE WEST OF THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF DES PLAINES RIVER ROAD; THENCE SOUTH 15 DEGREES 09 MINUTES 55 SECONDS EAST ALONG THE WESTERLY LINE OF THE EASTERLY 33.00 FEET OF SAID LOT 7 AND THE WESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 915.50 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE, 15.00 FEET TO A POINT 48.00 FEET SOUTHWESTERLY OF THE EASTERLY LINE OF LOT 7; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE EASTERLY 48.00 FEET OF SAID LOT 7, A DISTANCE OF 919.55 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE EAST ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 15.54 FEET TO THE POINT OF BEGINNING (EXCEPT FROM SAID 15-FOOT STRIP THAT PART THEREOF LYING NORTH OF A LINE THAT IS 448.79 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 7, MEASURED AT RIGHT ANGLES TO SAID NORTH LINE), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 6250 NORTH RIVEICHOAD, ROSEMONT, ILLINOIS 60018 PIN: 12-03-100-019-0000