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SECOND MODIFICATION AGREEMENT

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THIS SECOND MODIFICATION AGREEMENT dated as of August 1, 1990, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated October 25, 1988, and known as Trust No. 113872, and not personally (the "Mortgagor"), FREED NORTHBROOK LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), FREEDNOR, INC., an Illinois corporation ("Freednor"), JOSEPH J. FREED ("Freed"), JJF-HARLEM, LTD., an Illinois limited partnership ("JJF-Harlem"), IRVING-HARLEM VENTURE, an Illinois limited partnership ("I-H Venture"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, Freednor, Freed, JJF-Harlem, I-H Venture and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Commitment Letter dated as of December 1, 1988 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;

(ii) Amended and Restated Mortgage Note dated as of December 1, 1988 (the "Amended Note"), from the Mortgagor to the Bank;

Permanent Index Numbers:

- Parcel 1: 04-02-102-038
- Parcel 2: 04-02-200-006
- Parcel 3A:
 - 04-02-104-001 04-02-104-009
 - 04-02-104-002 04-02-104-010
 - 04-02-104-003 04-02-104-011
 - 04-02-104-004 04-02-104-012
 - 04-02-104-005 04-02-104-013
 - 04-02-104-006 04-02-104-014
 - 04-02-104-007 04-02-104-015
 - 04-02-104-008
- Parcel 3B: 04-02-200-007
- Parcel 4: 04-02-203-003
- Parcel 5: 04-02-200-005
04-02-202-030

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Gary A. Maguire, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Address of Premises:

Southeast corner of the intersection of Lake Cook Road and Skokie Highway

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(iii) Mortgage and Security Agreement dated as of December 1, 1988 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 16, 1988, as Document No. 88581816;

(iv) Assignment of Rents and Leases dated as of December 1, 1988, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 16, 1988, as Document No. 88581817;

(v) Collateral Assignment of Beneficial Interest dated as of December 1, 1988, from the Beneficiary to the Bank;

(vi) Security Agreement dated as of December 1, 1988, from Freed to the Bank, and consented to by JJF-Harlem and I-H Venture;

(vii) Guaranty of Payment and Performance dated as of December 1, 1988 (the "Guaranty"), from the Beneficiary, Freed and Freednor to the Bank;

WHEREAS, the documents referred to in (i) above and (iii) through (vii) above were modified and amended, and the Note referred to in (ii) above was created, pursuant to the Modification and Spreader Agreement dated as of June 30, 1989 (the "Modification Agreement"), by and among the Mortgagor, the Beneficiary, Freednor, Freed, JJF-Harlem, I-H Venture and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 30, 1989, as Document No. 89299482; and

WHEREAS, the Modification Agreement, together with the the documents referred to in (i) through (vii) above, as modified or created by the Modification Agreement, are hereinafter referred to collectively as the "Documents"; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Reduction in Amount of Loan. (a) The parties acknowledge that as of the date hereof, the outstanding principal

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balance of the \$6,000,000 portion of the loan evidenced and secured by the Documents (the "Loan") to be disbursed pursuant to Section 3 of the Commitment is \$5,173,251.91. The portion of the Loan to be disbursed pursuant to Section 3 of the Commitment is hereby reduced from \$6,000,000 to \$5,173,251.91, the Bank shall have no obligation to make any further disbursement of such portion of the Loan after the date hereof, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "\$6,000,000" is hereby changed to the figure "\$5,173,251.91" each time it appears in any of the Documents, and the words "Six Million" are hereby changed to the words "Five Million One Hundred Seventy-Three Thousand Two Hundred Fifty-One and 91/100" each time they appear in any of the Documents.

(b) As a result of the reduction of the portion of the Loan to be disbursed pursuant to Section 3 of the Commitment described in Section 2(a) above, the total amount of the Loan is hereby reduced from \$8,400,000 to \$7,573,251.91, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "\$8,400,000" is hereby changed to the figure "\$7,573,251.91" each time it appears in any of the Documents, and the words "Eight Million Four Hundred Thousand" are hereby changed to the words "Seven Million Five Hundred Seventy-Three Thousand Two Hundred Fifty-One and 91/100" each time they appear in the Documents.

Section 3. Extension of Maturity. (a) The parties acknowledge that the original January 1, 1990, maturity date of the \$5,173,251.91 portion of the Loan disbursed pursuant to Section 3 of the Commitment was previously extended to July 1, 1990, pursuant to the option for such extension originally contained in the Documents. The maturity date of such \$5,173,251.91 portion of the Loan is hereby further extended from July 1, 1990, to December 31, 1990, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "January 1, 1990" is hereby changed to "December 31, 1990" each time it appears in any of the Documents. The Mortgagor and the Beneficiary shall have no right to extend the maturity date of such \$5,173,251.91 portion of the Loan beyond December 31, 1990, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the next preceding sentence, the Documents are hereby modified and amended as follows:

(i) The second sentence of Section 2 of the Commitment is hereby deleted therefrom;

(ii) The phrase "subject to any extension as described below" is hereby deleted from the fourth sentence of the first grammatical paragraph of the Amended Note;

(iii) The third grammatical paragraph of the Amended Note is hereby deleted therefrom;

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(iv) The phrase "subject to extension for six months" is hereby deleted from the first "WHEREAS" clause on page 1 of the Mortgage;

(v) The phrase "subject to extension for six months as provided therein" is hereby deleted from Section 2.1 of the Mortgage; and

(vi) The phrase "subject to extension for a period of six months as provided therein" is hereby deleted from the third "WHEREAS" clause on page 1 of the Guaranty.

(b) The fourth sentence of the first paragraph of the Amended Note is hereby modified and amended in its entirety to read as follows:

The remaining \$2,400,000 of the principal of this Note, or so much thereof as shall be disbursed pursuant to paragraph 3.1 of the Commitment Letter referred to below, shall be due and payable on December 31, 1990, and such December 31, 1990, maturity date for such \$2,400,000 in principal shall not be subject to any extension; provided, however, that notwithstanding the foregoing provisions of this sentence, any portion of such \$2,400,000 of the principal of this Note which represents amounts drawn under a letter of credit issued by the Bank pursuant to Section 3.1 of the Commitment Letter referred to below shall be due and payable on the later of the date of the drawing under such Letter of Credit or December 31, 1990.

All provisions contained in any of the Documents relating to the maturity date of the \$2,400,000 portion of the Loan referred to above in this paragraph (b) are hereby modified and amended to conform with the foregoing provisions of this paragraph (b).

Section 4. Amendment of Commitment and the Amended Note. The Commitment is hereby modified and amended by deleting paragraph 3.2 thereof in its entirety. The Amended Note is hereby modified and amended by deleting the second grammatical paragraph thereof in its entirety.

Section 5. Interest Reserve. The Commitment is hereby modified and amended by adding a new paragraph 4.1 thereto immediately following paragraph 4 thereof, which new paragraph 4.1 shall read as follows:

4.1. (a) The Mortgagor and the Beneficiary shall deposit with the Bank cash in the amount of \$360,000 (the "Cash Deposit"), to be pledged to and held by the Bank as additional security for the Loan pursuant to the Bank's standard form of Pledge of Deposit or Account. The Mortgagor and the Beneficiary hereby grant to the Bank a security interest in the Cash Deposit, and for such purpose this Agreement is intended to be a security agreement under the Illinois Uniform Commercial

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Code. Prior to the occurrence of an event of default under any of the Documents, the Bank shall draw on the Cash Deposit from time to time to pay interest accrued on the Note and to pay the letter of credit fees provided for in Section 3.1 of the Commitment as the same become due and payable. None of such draws by the Bank shall operate to relieve the Mortgagor and the Beneficiary of their obligation to pay such interest and fees in accordance with the terms of the Documents if and to the extent that the Cash Deposit is not sufficient for such purposes. Upon the occurrence of an event of default under any of the Documents, the Bank shall have the right to apply the remaining balance of the Cash Deposit to all amounts due to the Bank under the Note and the other Documents.

(b) Upon the written request of the Beneficiary, the Cash Deposit may be invested through a certificate of deposit account, money market deposit account, treasury bill account or commercial paper account at the Bank, and any such investment shall have a maturity date of not more than three months, but in no event later than the date on which it is reasonably anticipated by the Bank that the Cash Deposit will be needed for the purposes for which it was deposited with the Bank. Provided that no event of default shall have occurred and be continuing under the Documents, any interest earned on the Cash Deposit may be withdrawn not more frequently than monthly, upon the written request of the Beneficiary.

At the time of the execution and delivery of this Agreement and as a condition precedent to the Bank's obligations and agreements hereunder, the Mortgagor and the Beneficiary shall make the Cash Deposit as required by new paragraph 4.1 of the Commitment.

Section 6. Attachment to Amended Note. The Bank may, and prior to any transfer by it of the Amended Note shall, attach a copy of this Agreement to the original Amended Note and place an endorsement on the Amended Note making reference to the fact that such attachment has been made.

Section 7. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Beneficiary, Freednor, Freed, JJF-Harlem and I-H Venture hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, Freednor, Freed, JJF-Harlem and I-H Venture hereby certify, represent and warrant to the Bank that all certifications, representations and

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warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made

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on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., successor to LaSalle National Bank, in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. LaSalle National Trust, N.A., by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL TRUST, N.A., Successor
Trustee to LaSalle National Bank, as Trustee
as aforesaid and not personally

(SEAL)

By [Signature]
Title: Assistant Vice President

ATTEST:

[Signature]
Title: ASSISTANT SECRETARY

FREED NORTHBROOK LIMITED PARTNERSHIP

By Freednor, Inc., General Partner

By [Signature]
Scott Sternfield, Vice President

By [Signature]
Joseph J. Freed, General Partner

FREEDNOR, INC.

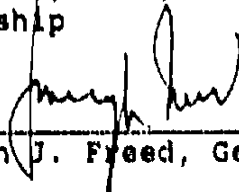
By [Signature]
Scott Sternfield, Vice President

[Signature]
Joseph J. Freed

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JJF-HARLEM, LTD., an Illinois limited partnership

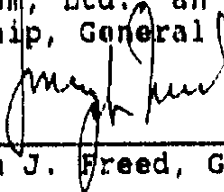
By 
Joseph J. Freed, General Partner

By Harlem Properties, Inc.,
General Partner

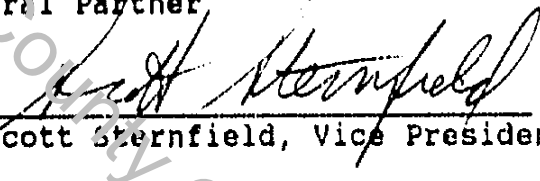
By 
Scott Sternfield, Vice President

IRVING-HARLEM VENTURE, an Illinois limited partnership

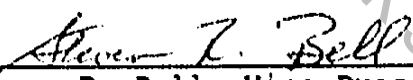
By JJF-Harlem, Ltd., an Illinois limited partnership, General Partner

By 
Joseph J. Freed, General Partner

By Harlem Properties, Inc.,
General Partner

By 
Scott Sternfield, Vice President

THE NORTHERN TRUST COMPANY

By 
Steven R. Bell, Vice President

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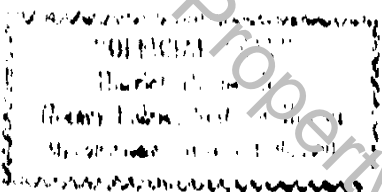
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of August, 1990, by William Beck and William J. Freed, and Assistant Secretary respectively, of LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated October 25, 1988, and known as Trust No. 113872, on behalf of said Trustee.



Ellen Butor
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of August, 1990, by Scott Sternfield, Vice President of Freednor, Inc., an Illinois corporation, on behalf of the corporation both in its capacity as general partner of Freed Northbrook Limited Partnership, an Illinois limited partnership, and on its own behalf.

Ellen Butor
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 10th day of August, 1990, by Joseph J. Freed, on his own behalf, as general partner on behalf of Freed Northbrook Limited Partnership, an Illinois limited partnership, and as general partner of JJF-Harlem, Ltd., an Illinois limited partnership, on behalf of said limited partnership both on its own behalf and in its capacity as general partner of Irving-Harlem Venture, an Illinois limited partnership.

Ellen Butor
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

10th The foregoing instrument was acknowledged before me this day of August, 1990, by Scott Sternfield, Vice President of Harlem Properties, Inc., an Illinois corporation, on behalf of the corporation as general partner of JJF-Harlem, Ltd., an Illinois limited partnership, both in its individual capacity and in its capacity as general partner of Irving-Harlem Venture, an Illinois limited partnership.

Ellen Butor

Notary Public

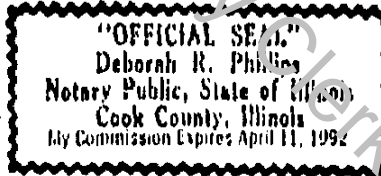
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



31st The foregoing instrument was acknowledged before me this day of August, 1990, by Steven R. Bell, Vice President, of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Deborah R. Phillips

Notary Public



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Exhibit A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

Lots 1 to 21 and 25 to 34 (except those parts dedicated to the people of the State of Illinois, for public highway, Document 10825104) in Manus North Shore Terrace, a subdivision in the East 1/2 of the North West 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian (except therefrom all that part of Lots 1 to 9 in said Manus North Shore Terrace lying North of a line described as follows:

Beginning at a point on the East line of Lot 1 aforesaid, said point being 57 feet South of the North East Corner of Lot 1 aforesaid and extending in a Westerly direction to a point on the West Line of Lot 9 aforesaid; said point being 28.56 feet South of the North West Corner of Lot 9 aforesaid);

and, also

The Vacated Alley lying between Lots 1 to 21 and 25 to 34 and lying East of Skokie Valley Road, all in Cook County, Illinois (except, however, that portion of Parcel 3 taken for road purposes in Case No. 71L11926 described as follows:

That part of Lots 10 to 21 inclusive in Manus North Shore Terrace, a subdivision in the East 1/2 of the North West 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian bounded and described as follows:

Beginning at the North East Corner of Lot 10 aforesaid; thence South on the East Line thereof 28.56 feet; thence westerly to a point in the South Line of the North 50 feet of the East 1/2 of the North West 1/4 aforesaid; 40 feet East of the Northeastly Right of Way Line of 100 Foot Skokie Road (as measured on said South Line); thence Southwesterly to said Northeastly Line 30 feet Southeastly of the Intersection of said South Line with said Northeastly Line; thence Northwestly on said Northeastly Line to the intersection with the North Line of said Lot 21 aforesaid; thence East on the North Lines of Lots 10 to 21 aforesaid, to the place of beginning)

Also described as:

A tract of land in the North West 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian comprised of vacated lots, or parts thereof, and part of a vacated 16 foot east west alley in Manus North Shore Terrace, a subdivision in the East 1/2 of the North West 1/4 Township and Range aforesaid, which tract of land is more particularly described as follows:

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Beginning at the intersection of the North Line of Vermont Avenue as laid out in Manus North Shore Terrace Subdivision, with the present Northeasterly Right of Way Line of Skokie Road;

Thence Northwesterly along said Northeasterly right of way line a distance of 252.54 feet to the most Southwesterly corner of a parcel of land taken for road purposes and described in Case No. 71L11926;

Thence Northwesterly along a Southerly Line of said parcel taken for road purposes, said Southerly Line forming an angle of 109 degrees 04 minutes 08 seconds with the aforementioned Northeasterly Right of Way Line of Skokie Road, as measured counter-clockwise from South East to North East a Distance of 38.02 feet to an angle point in said Southerly Line;

Thence Southeastwardly along a Southerly Line of said parcel, (being also the present Southerly right of way line of Lake-Cook Road) forming an angle of 130 degrees 58 minutes 58 seconds with the last described line, as measured counter-clockwise from South West to South East, a distance of 238.62 feet to the South East Corner of said parcel, said point also being the South West Corner of a parcel of land taken for Roadway widening by Document No. 14043989;

Thence Southeastwardly along the Southerly Line of said parcel of land, forming an angle of 177 degrees 10 minutes 07 seconds with the last described line, as measured clockwise from South East to North West a distance of 247.57 feet to a point on the West Line of Atlantic Avenue, as laid out in Manus North Shore Terrace Subdivision aforesaid, said point also being the South East corner of the aforementioned parcel of land taken for roadway widening by Document No. 14043989;

Thence South along said West Line of Atlantic Avenue, forming an angle of 96 degrees 47 minutes 58 seconds with the last described line, as measured clockwise from South to North West, a distance of 209.80 feet to a point on the aforementioned North Line of Vermont Avenue;

Thence West along said North Line, forming an angle of 89 degrees 45 minutes 23 seconds with the last described line, as measured clockwise from West to North a distance of 400.11 feet to the point of beginning;

PARCEL 2:

That part of the North West 1/4 of the North East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the Easterly Extension of the North Line of Vermont Avenue, as laid out in Manus North Shore Terrace, being a resubdivision in the East 1/2 of the North West 1/4 of said

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Section 2 and the West Line aforesaid of the North East 1/4, said West Line also being the East Line of Atlantic Avenue as laid out in said subdivision, thence East on the said Easterly Extension of the North Line of Vermont Avenue 154.50 feet; thence Northwesterly 221.17 feet to a point in the West Line of said North East 1/4 157.50 feet North of the Point of Beginning as measured on said West Line; thence South 157.50 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 3-A:

Lots 35 to 42 and 52 to 58 (except those parts dedicated to the people of the State of Illinois, for public highway, Document No. 1082510.) in Manus North Shore Terrace, a subdivision in the East 1/2 of the North West 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3-B:

The West 10.76 acres of the West 1/2 of Government Lot 2 of the North East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, (except the South 286.72 feet) (except that part falling in Skol (i) Highway) and except the North 365.82 feet and also except that part of the West 10.76 acres (except the North 365.82 feet thereof) of the West 1/2 of Lot 2 lying Northeastly of a line 150 feet Westerly of and parallel to a line described as follows:

Beginning at a point in the North Line of Section 2, said point being 196.35 feet East of the North West Corner of the North East 1/4 of Section 2, thence Southeastly along a line which forms an angle of 63 degrees 41 minutes 30 seconds with North Line of Section 2, measured from East to South, a distance of 1,493.95 feet to a point on the South Line of the North West 1/4 of the North East 1/4 of Section 2, said point being 851.85 feet East of the South West Corner of the North West 1/4 of the North East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

That part of Government Lot 2 of the North East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, (except the West 10.76 acres thereof) lying Westerly of Edens Expressway in Cook County, Illinois.

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PARCEL 5:

The South 286.72 feet (except that part falling in Skokie Highway) of the West 10.76 acres of the West 1/2 of Lot 2 of the North East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, also Lot 3 in Daggitt's Subdivision a Subdivision of part of the West 1/2 of Government Lot 1 of the North East 1/4 of Section 2, aforesaid all in Cook County, Illinois

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