43.00

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, made as of the 1st day of April, 1990, by and between LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated October 24, 1978, and known as Trust No. 100104 (hereinafter referred to as the "Mortgagor") and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation (hereinafter referred to as "John Hancock").

W I T N E S S E T H:

A. Mortgagor is the maker of (i) a Promissory Note dated December 8, 1978, as amended by Amendment No. 1 to Promissory Note dated June 29, 1979 (said Promissory Note, as so amended, is hereinafter referred to as "the Note"), in the amount of $12,600,000.00 made payable to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter referred to as "Continental"), and (ii) a Construction and Permanent Mortgage and Security Agreement dated December 8, 1978, and recorded in the Office of the Cook County Recorder of Deeds on December 20, 1978 as Document No. 24772715 ("the Original Mortgage"), said Original Mortgage having been supplemented and amended by that certain First Supplement and Amendment to Construction and Permanent Mortgage and Security Agreement dated June 29, 1979 and recorded in the Office of the Cook County Recorder of Deeds on July 2, 1979 as Document No. 25032238 ("the First Supplement") and by that certain Second Supplement to Construction and Permanent Mortgage and Security Agreement dated March 25, 1980 and recorded in the Office of the Cook County

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Recorder of Deeds on April 8, 1980 as Document No. 25417700 ("the Second Supplement"). The Original Mortgage, the First Supplement and the Second Supplement are hereinafter collectively referred to as "the Mortgage." The Note evidences indebtedness of Mortgagor in the original principal amount of TWELVE MILLION SIX HUNDRED THOUSAND DOLLARS ($12,600,000.00) which indebtedness is hereinafter sometimes referred to as the "Loan."

B. The Original Mortgage granted, mortgaged and conveyed to Continental as security for the Loan the real property described as Parcel 1 in Exhibit A attached hereto and made a part thereof. The First Supplement granted, mortgaged and conveyed to Continental as additional security for the Loan the real property described as Parcel 2 in Exhibit A attached hereto and made a part hereof. The Second Supplement granted, mortgaged and conveyed to Continental as additional security for the Loan the easement parcel described as Parcel 3 in Exhibit A attached hereto and made a part hereof. (The Second Supplement also granted, mortgaged and conveyed to Continental an additional easement parcel, which easement was subsequently abrogated by Abrogation of Easement recorded June 17, 1983 as Document No. 26646729.)

C. By Assignment of Mortgage and Assignment of Collateral Security Documents dated April 7, 1980 and recorded in the Office of the Cook County Recorder of Deeds on April 8, 1980 as Document No. 25417701, Continental assigned to John Hancock all right, title and interest of Continental in and to the Mortgage and the

debt secured by the Mortgage and evidenced by the Note, together with all of Continental's right, title and interest in and to a certain Assignment of Rents dated December 8, 1978 and recorded in the Office of the Cook County Recorder of Deeds on December 20, 1978 as Document No. 24772716, as modified and amended by First Supplement and Amendment to Assignment of Rents dated June 29, 1979 and recorded in the Office of the Cook County Recorder of Deeds on July 2, 1979 as Document No. 25032239. The Note and the Mortgage, and the foregoing described Assignment of Rents, as so amended and modified, are presently owned and held by John Hancock. John Hancock is also the owner and holder of that certain Assignment of Leases dated March 25, 1980 and recorded in the Office of the Cook County Recorder of Deeds on April 8, 1980 as Document No. 25417702.

D. Mortgagor desires to obtain a reduction in the debt service on the Loan for the two-year period beginning April 1, 1990, by modifying the installment payments under the Note so that interest only is paid during said two-year period.

E. John Hancock is willing to grant the foregoing modification to the installment payments under the Note, but as a condition thereto, requires that the lien of the Mortgage be extended to include the easement appurtenant to Parcels 1 and 2 as created by that certain Easement Grant dated June 3, 1980 and recorded in the Office of the Cook County Recorder of Deeds on July 14, 1980 as Document No. 25513407 (the "Easement Grant"),

said easement being more particularly described as Parcel 4 in Exhibit A attached hereto and made a part hereof.

F. Mortgagor is the present owner of fee simple title to Parcels 1 and 2 as described in Exhibit A attached hereto, and is the owner of the easement rights described in Parcels 3 and 4 of Exhibit A attached hereto.

G. Mortgagor and John Hancock now mutually desire to modify and amend certain provisions of the Note and the Mortgage all as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by each of the parties hereto, Mortgagor and John Hancock agree as follows:

1. Effective as of the date hereof, the second full grammatical paragraph of Section II of the Note (on page 4 thereof) is hereby amended by deleting it in its entirety and by substituting in lieu thereof the following:

> From and after the Transfer Date, if the undersigned shall by such date have complied fully with the terms and provisions of the permanent loan commitment issued by Hancock dated July 14, 1978, as the same may have been or may hereafter be modified or amended, and with all other conditions concerning said loan by the undersigned to be performed, with all of which conditions the undersigned does specifically hereby promise and agree to comply, then the undersigned shall, on the Transfer Date, pay to the then-holder of this Note all interest then due and accrued hereunder and to Hancock interest at the rate of nine and seven-eighths per centum (9-7/8%) per annum in advance to the first day of the month next ensuing and thereafter shall pay to the order of Hancock on the first day of each of the next one hundred eighteen (118) months thereafter until and including March 1, 1990, principal

and interest thereon at the rate of nine and seven-eighths per centum (9-7/8%) per annum in installments of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS ($107,940.00) each. Beginning on April 1, 1990, and on the first day of each of the next twenty-three (23) months thereafter until and including March 1, 1992, the undersigned shall pay to the order of Hancock monthly installments of accrued interest only, in the amount of NINETY-SIX THOUSAND SEVEN HUNDRED FIFTY-FOUR and 98/100 DOLLARS ($96,754.98) each. Beginning April 1, 1992, and on the first day of each of the next thirty-eight (38) months thereafter, the undersigned shall again pay to Hancock monthly installments of principal and interest at the rate of ONE HUNDRED SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS ($107,940.00) each, provided, however, that the last of said payments shall be in the full amount of the balance of principal and interest then remaining unpaid.

2. Effective as of the date hereof, to further secure payment of the Loan, and for other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, Mortgagor hereby grants, mortgages and conveys unto John Hancock and its successors and assigns, Mortgagor's rights in and to the easement parcel described as Parcel 4 in Exhibit A attached hereto and made a part hereof. As a result of the foregoing, the real property securing payment of the Loan is the fee simple title of the Mortgagor in and to Parcels 1 and 2, and the easement rights of the Mortgagor in and to Parcels 3 and 4, all described in Exhibit A attached hereto.

3. Mortgagor covenants that Mortgagor is well and lawfully seized of its rights in the easement parcel described as Parcel 4 in Exhibit A attached hereto, and has good right and full power to grant, mortgage, and convey the same in the manner and form herein provided, subject to the terms, conditions and restrictions contained in the Easement Grant; and that the same is free

from all liens and encumbrances except for the Mortgage, the Assignment of Rents and the Assignment of Leases previously described herein, and except for those exceptions described in Exhibit B attached hereto and made a part hereof; that Mortgagor will make any further assurances of title that John Hancock may require and will warrant and defend said easement parcel against all claims and demands whatsoever.

4. Mortgagor covenants that as of the date hereof, the principal balance of the Loan outstanding is $11,757,567.73.

5. This Note and Mortgage Modification Agreement (the "Modification Agreement") is executed by LaSALLE NATIONAL BANK, a national banking association, as Trustee under a certain Trust Agreement dated October 24, 1978 and known as Trust No. 100104, (the "Trust Agreement") not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LaSALLE NATIONAL BANK personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained, shall constitute a condition and not a covenant or agreement regardless of whether the same may be

couched in language of a promise or covenant or agreement), all such personal liability, if any, being expressly waived by John Hancock and by every person now or hereafter claiming any right or security hereunder, and that so far as the said LaSALLE NATIONAL BANK personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises conveyed by the Mortgage and any other security agreements, documents or instruments or guaranties (all of which are referred to collectively herein as the "Security Papers") securing the Note for the payment thereof, by the enforcement of the liens, charges and other rights created by said Security Papers, in the manner herein and in said Security Papers, or by action to enforce the personal liability of guarantors, if any.

6. It is expressly understood and agreed that nothing herein contained in this Modification Agreement, the Note or the Mortgage shall be construed as creating any personal liability of the beneficiary under the Trust Agreement to pay the Note, or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied, it being understood that the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder, shall look solely to the real property securing such indebtedness.

7. Except as hereby modified and amended, the Mortgage, the Note and all other documents evidencing and securing the Note,

and all terms and provisions thereof, are hereby ratified and confirmed.

IN WITNESS WHEREOF, Mortgagor and John Hancock have caused this Agreement to be executed and delivered as of the date and year first above written.

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Number 100104

By _____
Its _____ President

ATTEST:

By _____
Its (Assistant) Secretary

(Impress corporate seal here)

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

By _____
Its _____

ATTEST:

By _____
Its (Assistant) Secretary

(Impress Corporate seal here)

This document may be executed in counterparts, which together shall constitute an original.

and all terms and provisions thereof, are hereby ratified and confirmed.

IN WITNESS WHEREOF, Mortgagor and John Hancock have caused this Agreement to be executed and delivered as of the date and year first above written.

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Number 100104

By _____
Its _____ President

ATTEST:

By _____
Its (Assistant) Secretary

(Impress corporate seal here)

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

By Donald G. Monroe WB
Its Assistant Treasurer

ATTEST:

By Barry P. Sullivan
Its (Assistant) Secretary

(Impress Corporate seal here)

This document may be executed in counterparts, which together shall constitute an original.

COOK COUNTY, ILLINOIS

1990 DEC 20 PM 2:51

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of December, 1990 by JOSEPH W. LANG, VICE PRESIDENT, Corinne Bek ASSISTANT SECRETARY President of LASALLE NATIONAL BANK, a national banking association, on behalf of the association, as Trustee under Trust No. 100104.

Kathy Pacana
NOTARY PUBLIC

(Impress Notarial Seal Here)

"OFFICIAL SEAL"
Kathy Pacana
Notary Public, State of Illinois
My Commission Expires June 11, 1992

My commission expires: _____, 19__

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1990 by _____, Vice President of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__

Address of Property: One Woodfield Lake
Schaumburg, Illinois

Permanent Index No: 07-14-200-037-0000

This instrument prepared by (and return after recording to):
Stephanie B. Shellenback, Esq.
Burke, Wilson & McIlvaine
500 West Madison Street
Chicago, Illinois 60606
312-715-5000
or
Box 326

90617182

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of _____, 1990 by _____, _____ President of LASALLE NATIONAL BANK, a national banking association, on behalf of the association, as Trustee under Trust No. 100104.

_____
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 21st day of November, 1990 by Donald A. Morway, ~~Vice President~~ Assistant Treasurer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, on behalf of the corporation.

Jane T. DeAndrade
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: October 4, 1996

Address of Property: One Woodfield Lake
Schaumburg, Illinois

Permanent Index No: 07-14-200-037-0000

This instrument prepared by (and return after recording to):
Stephanie B. Shellenback, Esq.
Burke, Wilson & McIlvaine
500 West Madison Street
Chicago, Illinois 60606
312-715-5000
or
Box 326

90617182

EXHIBIT A

PARCEL 1:
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4, 927.60 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4, 566.00 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 2
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS
PARCEL 3:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100103, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, AND THE FIRST NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUSTS, FUND "F", UNDER DECLARATION OF TRUST DATED DECEMBER 1, 1972, AND RECORDED OCTOBER 17, 1979 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25196718, OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL "A":
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTH EAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO A POINT; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINS 48 SECONDS EAST, 112.178 FEET THENCE SOUTH 87 DEGREES 22 MINS 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINS 34 SECONDS EAST, 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINS 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST, 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINS 10 SECONDS EAST, 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTH WEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINS 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTH EAST 1/4 OF SECTION 14, (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE NUMBER 68-"L"-12469, IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE SOUTH 89 DEGREES 59 MINS 52 SECONDS WEST, 171.24 FEET ALONG THE AFORESAID WESTERLY EXTENSION OF THE SOUTHERN TERMINUS OF MEACHAM ROAD; THENCE NORTH 2 DEGREES 40 MINS 10 SECONDS WEST, 66.072 FEET; THENCE NORTHWESTERLY 84.054 FEET ALONG THE ARC OF A CIRCLE OF 84.00 FEET RADIUS, CONVEX TO THE SOUTH WEST AND WHOSE CHORD BEARS NORTH 61 DEGREES 20 MINS 11 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 40 MINS 10 SECONDS WEST, 256.717 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 157.079 FEET ALONG THE ARC OF A CIRCLE OF 150.00 FEET RADIUS, WHICH ARC IS TANGENT TO THE AFORESAID 561.22 FEET PARALLEL LINE AT A POINT 1404.175 FEET (AS MEASURED ALONG SAID PARALLEL LINE), EASTERLY OF THE POINT OF BEGINNING, CONVEX TO THE NORTH EAST AND HAS A CHORD BEARING OF NORTH 62 DEGREES 40 MINS 10 SECONDS WEST, TO SAID PARALLEL LINE; THENCE SOUTH 87 DEGREES 19 MINS 50 SECONDS WEST, 1404.175 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE AFORESAID PARCEL FALLING WITHIN DEDICATED STREETS AND HIGHWAYS AS SHOWN ON DOCUMENT NUMBER 22935012 RECORDED DECEMBER 12, 1974) IN COOK COUNTY, ILLINOIS; AND

PARCEL "B":
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTH EAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT NUMBER 10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTH EAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINS 50 SECONDS EAST,

A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINS 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINS 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINS 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINS 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINS 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINS 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINS 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINS 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINS 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINS 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINS 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINS 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTH WEST CORNER OF THE SAID NORTH EAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTH EAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINS 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4 927.60 FEET; THENCE NORTH 3 DEGREES 56 MINS 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 3 DEGREES 56 MINS 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINS 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4 566.00 FEET; THENCE SOUTH 8 DEGREES 26 MINS 11 SECONDS WEST 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINS 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINS 24 SECONDS EAST 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINS 18 SECONDS EAST 33.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINS 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINS 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINS 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINS 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINS 42 SECONDS EAST A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL "C":
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE SAID NORTH EAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTH EAST 1/4, NORTH 86 DEGREES 03 MINS 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3 DEGREES 56 MINS 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINS 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINS 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINS 11 SECONDS EAST, A DISTANCE OF 534.05 FEET; THENCE NORTH 23 DEGREES 37 MINS 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINS 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINS 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27 MINS 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINS 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINS 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINS 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 3 DEGREES 56 MINS 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTH EAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 12, 1974 AS DOCUMENT NUMBER 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL "D":
THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTH EAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINS 48 SECONDS EAST 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINS 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINS 34 SECONDS EAST 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINS 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINS 10 SECONDS EAST 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTH WEST AND WHOSE CORD BEARS NORTH 54 DEGREES 37 MINS 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTH EAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND THE WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE NUMBER

68-"L"-13469 IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE NORTH 89 DEGREES 59 MINS 52 SECONDS EAST 771.913 FEET ALONG SAID EXTENSION TO THE EAST LINE OF THE AFORESAID NORTH EAST 1/4 OF SECTION 14; THENCE SOUTH 0 DEGREES 04 MINS 02 SECONDS EAST 1506.436 FEET ALONG SAID EAST LINE OF THE NORTH EAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST 2699.57 FEET ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4 TO THE SOUTH WEST CORNER THEREOF; THENCE NORTH 1486.043 FEET ALONG THE WEST LINE OF SAID NORTH EAST 1/4 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THOSE PARTS OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTH EAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT NUMBER 10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTH EAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINS 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINS 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINS 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINS 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINS 08 SECONDS WEST A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINS 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINS 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINS 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINS 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINS 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINS 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINS 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTH WEST CORNER OF THE SAID NORTH EAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTH EAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE SAID NORTH EAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTH EAST 1/4 NORTH 86 DEGREES 03 MINS 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3 DEGREES 56 MINS 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINS 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINS 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINS 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINS 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINS 51 SECONDS WEST, A DISTANCE OF 127.53 FEET;

THENCE NORTH 37 DEGREES 44 MINS 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 6 DEGREES 27 MINS 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINS 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINS 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINS 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINS 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINS 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 3 DEGREES 56 MINS 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINS 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 12, 1974 AS DOCUMENT 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN EASEMENT GRANT DATED JUNE 3, 1980 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100103, GRANTOR, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, GRANTEE, AND RECORDED JULY 14, 1980 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25513407 FOR PARKING OF MOTOR VEHICLES AND FOR ACCESS AND INGRESS OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE DUE NORTH ALONG THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES, 03 MINUTES, 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD AND ITS WESTERLY EXTENSION A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 3 DEGREES, 56 MINUTES, 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES, 03 MINUTES, 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES, 56 MINUTES, 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 3 DEGREES, 56 MINUTES, 18 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES, 03 MINUTES, 42 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES, 56 MINUTES, 18 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 86 DEGREES, 03 MINUTES, 42 SECONDS EAST A DISTANCE OF 72.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Permitted Exceptions With Respect
to the Easement Parcel (Parcel 4)

1. Terms and provisions of the Declaration of Protective Covenants, Restrictions and Easements dated July 2, 1979 and recorded October 17, 1979 as Document 25196718.

2. Rights of the adjoining owner or owners to the concurrent use of the easement.

3. Declaration of Easements for Lake Purposes dated December 26, 1973 and recorded January 4, 1974 as Document 22586797.

4. Real estate taxes for the year 1990 and subsequent years.