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FIRST AMENDMENT TO WATER LINE

EASEMENT AGREEMENT

THIS FIRST AMENDMENT is made effective January 18th, 1990 (the "Amendment Effective Date"), by and between American National Bank and Trust Company of Chicago, not personally but as Trustee under the Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00 ("Grantor"), and American National Bank and Trust Company of Chicago, not personally but as Trustee under the Trust Agreement dated June 16, 1986 and known as Trust No. 67628 ("Grantee"), and amends the Water Line Easement Agreement and Consents recorded in the office of the Cook County Recorder on November 9, 1989 as Document No. 89534482 (the "Easement").

WHEREAS, Grantor is the owner of the parcel of real estate (the "Retail Parcel") located in Cook County, Illinois and described on EXHIBIT A attached hereto; and

WHEREAS, Grantee is the owner of the parcel of real estate (the "CM Parcel") located in Cook County, Illinois southerly of and contiguous to the Retail Parcel and described on EXHIBIT B attached hereto; and

WHEREAS, the Retail Parcel and the CM Parcel are subject to the Easement; and

WHEREAS, the Easement pertains to the underground water line (the "Water Line") which serves portions of both the CM Parcel and the Retail Parcel; and

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Prepared by: Bruce E. Martin
Moss & Barnett
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90 South Seventh St.
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Box 15
MJH
A-5421-14

T.I. # 252168 (3) Box 15 DKW

WHEREAS, the Easement allocates to the entire CM Parcel fifty percent (50%) of the responsibility for expenses incurred in maintaining, repairing and reconstructing the Water Line (the "Expenses"); and

WHEREAS, Grantee intends to subdivide the CM Parcel by sale or conveyance into six (6) separate parcels of real estate described respectively as Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5 and Parcel 6 on EXHIBITS C, D, E, F, G and H attached hereto (individually a "Separate Parcel" and collectively the "Separate Parcels"); and

WHEREAS, Grantee desires to further allocate among the Separate Parcels the responsibility for the portion of the Expenses originally allocated to the CM Parcel by the Easement, and to amend the Easement to provide that Grantor is to send various notices and statements under the Easement directly to the owners of the Separate Parcels; and

WHEREAS, Grantor is willing to amend the Easement on the terms and conditions set forth below;

NOW, THEREFORE, Grantor and Grantee hereby agree as follows:

1. <u>Further Allocation for CM Parcel</u>. Pursuant to Section 4 of the Easement, Grantee hereby further allocates the fifty percent (50%) responsibility for Expenses originally allocated by the Easement to the entire CM Parcel as follows:

Separate Parcel	Total Responsibility
1	A percentage calculated as provided below

2	A percentage calculated as provided below
3	A percentage calculated as provided below
4	A percentage calculated as provided below
5	A percentage calculated as provided below
6	A percentage calculated as provided below
Total	50% of Expenses

The percentage of Expenses allocated to each of Separate Parcels 1, 2, 3, 4, 5 and 6 shall be determined each time an itemized statement or advance payment is required pursuant to Section 2 below for the purpose of such statement or payment. The calculation shall be made for each such Separate Parcel by multiplying fifty percent (50%) by a ratio, the numerator of which shall be the amount of the most recently issued water bill for such Separate Parcel issued prior to the date of calculation, and the denominator of which shall be the aggregate amount of the most recently issued water bills for all of the Separate Parcels issued prior to the date of calculation. Thus, the exact allocation to each Separate Parcel may vary from time to time, but shall for each such itemized statement or advance payment be calculated as provided above. A calculation made for an advance payment shall apply to any and all itemized statements corresponding to the maintenance, repair or reconstruction for which the advance payment was made, even if new water bills are issued after the date of the calculation for the advance payment.

Grantor hereby acknowledges receipt of the 10-day written notice of such further allocation required by Section 4 of the Easement.

2. Itemized Statements. Notwithstanding any provision to the contrary in Section 4 of the Easement, the itemized statements regarding and the payment of Expenses shall from and after the Amendment Effective Date be governed by the provisions of this Section 2.

Grantor shall from time to time provide to each of the then owners of the Separate Parcels, in the manner described in Section 5 of this Amendment, itemized statements of expenses incurred by Grantor in maintaining, repairing and reconstructing the Water Line since the date of the last such statement. The statement shall be accompanied by copies of contracts, invoices or such other documentation as may support the expenses set forth in the statement. The statement shall allocate the expenses shown between the Retail Parcel and each of the Separate Parcels according to the percentages set forth in Section 1 of this Agreement.

Each of the then owners of the Separate Parcels shall, within 20 days after service of such statement, pay to Grantor the amount of each such owner's allocated share of the Expenses shown on the statement.

Grantor shall have the right, with respect to any maintenance, repair or reconstruction of the Water Line, the cost of which is estimated by Grantor to exceed Two Thousand

Dollars ($2,000), to require each of the then owners of the Separate Parcels to pay in advance such owner's allocated share of the estimated cost of such maintenance, repair or reconstruction. If Grantor exercises such right, Grantor shall provide to each of the then owners of the Separate Parcels, in the manner described in Section 5 of this Amendment, a copy of the written estimate or bid stating the estimated costs of the maintenance, repair or reconstruction, and each of such owners shall, within 20 days after the date such estimate or bid is provided, deposit with Grantor the amount of such owner's allocated share of the estimate or bid.

If the owner of any Separate Parcel fails to, within the applicable twenty (20) day payment period provided by this Section 2, make payment of any amount due under this Section 2, then (i) the owner of such Separate parcel shall pay (in addition to the amount due) a late fee in the amount of five (5) percent of the amount due but not paid, and (ii) the amount due but not paid shall bear interest at an annual rate which is the lesser of twelve (12) percent per annum or the maximum interest rate then permitted by law.

The costs of any such maintenance, repair or reconstruction allocated to each of the Separate Parcels shall be the responsibility of the owner of such Separate Parcel at the time such costs are incurred. The owner of each Separate Parcel shall have the right at any time to terminate responsibility for such costs not already incurred by disconnecting its service line from the Water Line; provided,

however, that any such disconnection shall be made in a manner which does not preclude other Separate Parcels from continuing to receive water service through the water lines which existed prior to such disconnection.

3. Failure to Maintain Water Line. Notwithstanding the provisions of Section 5 of the Easement, from and after the Amendment Effective Date the rights and remedies of the owners of the Separate Parcels following Grantor's failure to maintain, repair or reconstruct the Water Line as provided in said Section 5 of the Easement may be exercised by any of the then owners of the Separate Parcels. Such exercise, however, shall be proceeded by the giving by the party desiring to exercise such right to each of the other owners of the Separate Parcels the written notice required by Section 5 of the Easement. The first party giving such notice shall be entitled to exercise all of the rights given to Grantee in Section 5 of the Easement.

4. Water Use Charges. Notwithstanding any provision to the contrary in Section 6 of the Easement, from and after the Amendment Effective Date any reimbursement to be made to Grantor pursuant to said Section 6 of the Easement shall be governed by this Section 4.

The itemized statement to be given by Grantor as a condition to obtaining the reimbursement described in said Section 6 of the Easement shall be provided by Grantor to each of the then owners of the Separate Parcels, and shall state in accordance with the allocations set forth in Section 1 of this

Amendment the amount to be reimbursed by each such owner. The provisions of Section 2 of this Amendment regarding late fees and interest shall apply to any failure to make such reimbursement.

5. Notices. Any notice or statement to be provided or served pursuant to this Amendment shall be sufficient if provided to or served on a party personally or by certified mail, return receipt requested, to Grantor at the address stated in the Easement and to the owners of the Separate Parcels at the following addresses:

If to the Owner of Separate Parcel 1:	Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650
If to the Owner of Separate Parcel 2:	Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650
If to the Owner of Separate Parcel 3:	Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650
If to the Owner of Separate Parcel 4:	Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650
If to the Owner of Separate Parcel 5:	Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650

If to the Owner of
Separate Parcel 6:

Land Trustee 67628
c/o Hawthorne Partners
2333 South Cicero Avenue
Cicero, Illinois 60650

or such other address as any party may provide to all of the others in writing at least twenty (20) days prior to the date on which a given notice or statement is to be provided or served.

6. Successors and Assigns; Conveyance. This Amendment shall be binding upon, and the benefits, rights and obligations hereby created shall inure to the benefit of, the successors and assigns of the owners of the Retail Parcel and the Separate Parcels, including all future owners, occupants and lessees thereof. Upon conveyance of all of the interest in the Retail Parcel or a given Separate Parcel, the transferor shall be relieved of any liability under this Amendment arising on and after the date of transfer, and the transferee shall be deemed to have assumed all obligations of the transferor hereunder arising on and after the date of transfer.

7. Easement Remains in Effect. Except for the specific amendments to the Easement stated in this Amendment, the Easement shall remain in full force and effect without modification or amendment, and each of the Separate Parcels shall continue to remain bound by the Easement as amended only by this Amendment.

8. Trustee's Exculpation. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid. All of the

covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this instrument.

10 Beneficiary Liability. At such time as any of the Separate Parcels is owned by a land trust, the beneficiary thereof shall be liable for the charges and costs imposed by or to be paid pursuant to this Amendment.

GRANTOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under the Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00

ATTEST:

Assistant Secretary

By

Its Second Vice President

GRANTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under the Trust Agreement dated June 16, 1986 and known as Trust No. 67628

ATTEST:

Assistant Secretary

By

Its Second Vice President

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby state that Peter M. Johnson, Second Vice President and MICHAEL WHELAN, Assistant Secretary of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of American National Bank and Trust Company of Chicago in the capacities and for the uses and purposes therein set forth; and said Assistant Secretary acknowledged that he/she, as custodian of the seal of said bank, did affix the seal to the foregoing Agreement as his/her voluntary act and the free and voluntary act of said bank in the capacities and for the uses and purposes therein stated.

GIVEN under my hand and Notarial Seal this _____ day of January __, 1990.

JAN 19 1990

L. M. Sovienski
Notary Public

"OFFICIAL SEAL"
L. M. Sovienski
Notary Public, State of Illinois
My Commission Expires 6/27/92

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EXHIBIT A

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Retail Parcel

That part of a tract of land (hereinafter designated Tract "X") in the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; lying Northerly of a line hereinafter designated line "A", said line "A" being described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 Degrees 02 Minutes 01 Seconds East, along the East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the aforesaid Line "A"; thence North 89 Degrees 57 Minutes 59 Seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, a distance of 796.67 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 0 Degrees 02 Minutes 01 Seconds West 88.03 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Northwest having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 89 Degrees 57 Minutes 59 Seconds East 216.60 feet; thence North 0 degrees 02 minutes 01 seconds West 138.52 feet; thence North 89 degrees 57 minutes 59 seconds East 63.91 feet to the East line of the hereinabove designated Tract "X" (Tract "X" being described as follows:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the East line of South Cicero Avenue, being a line 33.00 feet East of and Parallel with the West line of said Northwest 1/4 and the South line of Cermak Road, being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4; thence South 89 Degrees 42 Minutes 07 Seconds East along said South line of Cermak Road, 1178.45 feet to the Northeast corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655, said Northeast corner being 1.47 feet East of a point in said South line of Cermak Road which is 120.00 feet West of

the East line of the West 1/2 of said Northwest 1/4; thence South 0 Degrees 04 Minutes 10 Seconds West along the East line of said parcel conveyed by deed recorded as Document No. 6497655, a distance of 1119.66 feet to the Easterly corner of said parcel, said Easterly corner being 13.21 feet East of the West line of land conveyed to Manufacturers' Junction Railway Company by deed recorded August 5, 1904 as Document No. 3575104, (said West line being a line drawn from a point in the South line of Cermak Road, which is 87.00 feet West of the West line of the right of way of the Chicago and Western Indiana Railroad to a point in the North line of Ogden Avenue which is 100.00 feet Westerly of the West line of said railroad, as measured on the North line of said Ogden Avenue); thence South 12 Degrees 24 Minutes 06 Seconds West along the Southeasterly line of the aforesaid parcel conveyed by deed recorded as Document No. 6497655, a distance of 64.97 feet to the Southerly corner thereof being also the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656 (said Northerly corner being a point 1183.20 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 13 Degrees 22 Minutes 57 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 3.50 feet to the Southwest corner thereof; thence North 89 Degrees 42 Minutes 53 Seconds East along the South line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 0.77 feet to the Southeast corner thereof, (said Southeast corner being a point 1186.60 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 0 Degrees 40 Minutes 12 Seconds West along the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104, a distance of 3.55 feet to the Northeast corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 25, 1907 as Document No. 4025197; thence South 89 Degrees 57 Minutes 59 Seconds West along the North line of said parcel conveyed by deed recorded as Document No. 4025197, a distance of 0.73 feet to a point on the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 11 Minutes 32 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 209.18 feet to an angle corner in said parcel; thence South 2 Degrees 53 Minutes 20 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 107.66 feet to the Southerly corner thereof, said Southerly corner being on the West line of a parcel of land as conveyed by the aforesaid deed recorded as Document No. 4025197; thence South 0 Degrees 02 Minutes 01 Seconds East along the West line of said parcel as conveyed by said deed recorded as Document No. 4025197, a distance of 3.42

feet to the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656; thence South 3 Degrees 37 Minutes 59 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 94.45 feet to an angle corner in said parcel; thence South 10 Degrees 54 Minutes 52 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 33.08 feet to the Southerly corner thereof, said Southerly corner being also the Northerly corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 45 Minutes 45 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 79.08 feet to a point on the Northwesterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded November 5, 1964 as Document No. 19294210; thence North 44 Degrees 31 Minutes 22 Seconds East along the Northwesterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 0.20 feet to the Northeast corner thereof; thence South 17 Degrees 19 Minutes 02 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.345 feet to an angle corner in said parcel; thence South 25 Degrees 39 Minutes 42 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.35 feet to the Southeast corner thereof; thence South 89 Degrees 58 Minutes 25 Seconds West along the South line of said parcel as conveyed by deed recorded as Document No. 19294210 and along the North line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964 as Document No. 19294211 a distance of 255.36 feet to the Northwest corner thereof; thence South 19 Degrees 35 Minutes 58 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 19294211, a distance of 13.71 feet to the Southwesterly corner of said parcel conveyed by deed recorded as Document No. 19294211, said Southwesterly corner being also the Northeasterly corner of a parcel of land conveyed to Western Electric Company Incorporated by Deed recorded November 5, 1964 as Document No. 19294210; thence along the Southerly lines of said parcel conveyed by deed recorded as Document No. 19294210, said Southerly lines being more particularly described as follows:

Beginning at the Northeasterly corner of said parcel; thence South 19 Degrees 35 Minutes 22 Seconds West a distance of 78.25 feet to a point; thence South 65 Degrees 06 Minutes 02 Seconds West a distance of 289.38 feet to a point; thence South 89 Degrees 55 Minutes 02 Seconds West a distance of 107.29 feet to a point; thence South 0 Degrees 04 Minutes 58 Seconds East a distance of 86.79 feet to a point; thence South 80 Degrees 58 Minutes 21 Seconds West a distance of 50.69 feet to the

Southwest corner of said parcel conveyed by deed recorded as Document No. 19294210, being also the Northeast corner of parcel of land conveyed to Manufacturers' Junction Railway Company by Deed recorded November 5, 1964 as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence South 80 Degrees 51 Minutes 57 Seconds West along the Northerly line of said parcel a distance of 300.67 feet; thence South 0 Degrees 62 Minutes 45 Seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 Degrees 37 Minutes 34 Seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 Degrees 47 Minutes 36 Seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 Degrees 41 Minutes 52 Seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 Degrees 18 Minutes 08 Seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document No. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 Degrees 55 Minutes 49 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 Degrees 02 Minutes 01 Seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per Ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 Degrees 49 Minutes 49 Seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 Degrees 06 Minutes 06 Seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 Degrees 02 Minutes 01 Seconds West along said East line of South Cicero Avenue, a distance of 2210.18 feet to the hereinabove designated point of beginning, in Cook County, Illinois).

Property = SE corner Cicero Ave & Cermak Rd, Cicero Il

PIN = 16-27-100-013

EXHIBIT B

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of CM Parcel

That part of a tract of land (hereinafter designated Tract "X") in the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; lying Southerly of a line hereinafter designated line "A", said line "A" being described as follows:

Commencing at that point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 Degrees 02 Minutes 01 Seconds East, along the East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the aforesaid Line "A"; thence North 89 Degrees 57 Minutes 59 Seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, a distance of 796.67 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 0 Degrees 02 Minutes 01 Seconds West 88.03 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Northwest having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 89 Degrees 57 Minutes 59 Seconds East 216.60 feet; thence North 0 degrees 02 minutes 01 seconds West 138.52 feet; thence North 89 degrees 57 minutes 59 seconds East 63.91 feet to the East line of the hereinabove designated Tract "X" (Tract "X" being described as follows:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the East line of South Cicero Avenue, being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4 and the South line of Cermak Road, being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4; thence South 89 Degrees 42 Minutes 07 Seconds East along said South line of Cermak Road, 1178.45 feet to the Northeast corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655, said Northeast corner being 1.47 feet East of a point in said South line of Cermak Road which is 120.00 feet West of

the East line of the West 1/2 of said Northwest 1/4; thence South 0 Degrees 04 Minutes 10 Seconds West along the East line of said parcel conveyed by deed recorded as Document No. 6497655, a distance of 1119.66 feet to the Easterly corner of said parcel, said Easterly corner being 13.21 feet East of the West line of land conveyed to Manufacturers' Junction Railway Company by deed recorded August 5, 1904 as Document No. 3575104, (said West line being a line drawn from a point in the South line of Cermak Road, which is 87.00 feet West of the West line of the right of way of the Chicago and Western Indiana Railroad to a point in the North line of Ogden Avenue which is 100.00 feet Westerly of the West line of said railroad, as measured on the North line of said Ogden Avenue); thence South 12 Degrees 24 Minutes 06 Seconds West along the Southeasterly line of the aforesaid parcel conveyed by deed recorded as Document No. 6497655, a distance of 64.97 feet to the Southerly corner thereof, being also the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656 (said Northerly corner being a point 1183.20 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 13 Degrees 22 Minutes 57 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 3.50 feet to the Southwest corner thereof; thence North 89 Degrees 42 Minutes 53 Seconds East along the South line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 0.77 feet to the Southeast corner thereof, (said Southeast corner being a point 1186.60 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 0 Degrees 40 Minutes 12 Seconds West along the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104, a distance of 3.55 feet to the Northeast corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 25, 1907 as Document No. 4025197; thence South 89 Degrees 57 Minutes 59 Seconds West along the North line of said parcel conveyed by deed recorded as Document No. 4025197, a distance of 0.73 feet to a point on the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 11 Minutes 32 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 209.18 feet to an angle corner in said parcel; thence South 2 Degrees 53 Minutes 20 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 107.66 feet to the Southerly corner thereof, said Southerly corner being on the West line of a parcel of land as conveyed by the aforesaid deed recorded as Document No. 4025197; thence South 0 Degrees 02 Minutes 01 Seconds East along the West line of said parcel as conveyed by said deed recorded as Document No. 4025197, a distance of 3.42

feet to the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656; thence South 3 Degrees 37 Minutes 59 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 94.45 feet to an angle corner in said parcel; thence South 10 Degrees 54 Minutes 52 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 33.08 feet to the Southerly corner thereof, said Southerly corner being also the Northerly corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 45 Minutes 45 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 79.08 feet to a point on the Northwesterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded November 5, 1964 as Document No. 19294210; thence North 44 Degrees 31 Minutes 22 Seconds East along the Northwesterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 0.20 feet to the Northeast corner thereof; thence South 17 Degrees 19 Minutes 02 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.345 feet to an angle corner in said parcel; thence South 25 Degrees 39 Minutes 42 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.35 feet to the Southeast corner thereof; thence South 89 Degrees 58 Minutes 25 Seconds West along the South line of said parcel as conveyed by deed recorded as Document No. 19294210 and along the North line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964 as Document No. 19294211 a distance of 255.36 feet to the Northwest corner thereof; thence South 19 Degrees 35 Minutes 58 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 19294211, a distance of 13.71 feet to the Southwesterly corner of said parcel conveyed by deed recorded as Document No. 19294211, said Southwesterly corner being also the Northeasterly corner of a parcel of land conveyed to Western Electric Company Incorporated by Deed recorded November 5, 1964 as Document No. 19294210; thence along the Southerly lines of said parcel conveyed by deed recorded as Document No. 19294210, said Southerly lines being more particularly described as follows:

Beginning at the Northeasterly corner of said parcel; thence South 19 Degrees 35 Minutes 22 Seconds West a distance of 78.25 feet to a point; thence South 65 Degrees 06 Minutes 02 Seconds West a distance of 289.38 feet to a point; thence South 89 Degrees 55 Minutes 02 Seconds West a distance of 107.29 feet to a point; thence South 0 Degrees 04 Minutes 58 Seconds East a distance of 86.79 feet to a point; thence South 80 Degrees 58 Minutes 21 Seconds West a distance of 50.69 feet to the

Southwest corner of said parcel conveyed by deed recorded as Document No. 19294210, being also the Northeast corner of parcel of land conveyed to Manufacturers' Junction Railway Company by Deed recorded November 5, 1964 as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence South 80 Degrees 51 Minutes 57 Seconds West along the Northerly line of said parcel a distance of 300.67 feet; thence South 0 Degrees 02 Minutes 45 Seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 Degrees 37 Minutes 34 Seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 Degrees 47 Minutes 36 Seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 Degrees 41 Minutes 52 Seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 Degrees 18 Minutes 08 Seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document No. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 Degrees 55 Minutes 49 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 Degrees 02 Minutes 01 Seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per Ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 Degrees 49 Minutes 49 Seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 Degrees 06 Minutes 06 Seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 Degrees 02 Minutes 01 Seconds West along said East line of South Cicero Avenue, a distance of 2210.18 feet to the hereinabove designated point of beginning, in Cook County, Illinois).

Address = 2333 S. Cicero Ave, Cicero, Ill
PIN's = 16-27-100-008
" -009
" -010
" -014

EXHIBIT C

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 1

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the tract herein described: thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 150.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; thence North 0 degrees 02 minutes 01 seconds West 150.00 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Address - 2333 S. Cicero Av, Cicero

PIN = 16-27-100-014

14493.150
BEM 4Z125
01/12/90

9 0 0 3 2 0 6 6

EXHIBIT D

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 2

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described: thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 200.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; thence North 0 degrees 02 minutes 01 seconds West 200.00 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Address - 2333 S. Cicero Ave, Cicero

PIN - 16-27-100-014

90032066

EXHIBIT E

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 3

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1376.38 feet to the point of beginning of the tract herein described: thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 171.30 feet; thence South 45 degrees 02 minutes 01 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence North 44 degrees 57 minutes 59 seconds East 35.36 feet; thence North 0 degrees 02 minutes 01 seconds West 166.30 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Address: 2333 S. Cicero Ave., Cicero, Il

PIN = 16-27-100-014

EXHIBIT F

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 4

That Part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of an parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1653.68 feet to the point of beginning of the tract herein described: thence North 44 degrees 57 minutes 59 seconds east, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence South 45 degrees 02 minutes 01 seconds East, 37.28 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 235.60 feet; thence South 89 degrees 57 minutes 59 seconds West, 176.50 feet to the point of intersection with the aforesaid East line of South Cicero Avenue; thence North 0 degrees 02 minutes 01 seconds West, along said East line, 242.10 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Address: 2333 S. Cicero Ave, Cicero Il

PIN's: 16-27-100-014
" -008

EXHIBIT G

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 5

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1895.78 feet to the point of beginning of the tract herein described: thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 176.50 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 244.72 feet to the point of intersection with the Northerly line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964, as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows: beginning at the Northeast corner of said parcel; thence South 80 degrees 51 minutes 57 seconds West along the Northerly line of said parcel a distance of 136.89 feet; thence South 0 degrees 02 minutes 45 seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 degrees 37 minutes 34 seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 degrees 47 minutes 36 seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 degrees 41 minutes 52 seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 degrees 18 minutes 08 seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document No. 19294211, said corner bieng in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 degrees 55 minutes 49 seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 degrees 02 minutes 01 seconds East along a line in said parcel, being a line parallel with the East line

of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 degrees 49 minutes 49 seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 degrees 06 minutes 06 seconds West to its point of tangency with the East line of South Cicero avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 degrees 02 minutes 0[illegible] seconds West along said East line of South Cicero Avenue, 314.[illegible] feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Address = 2333 S. Cicero Ave, Cicero, Il
PIN = 16-27-100-008

EXHIBIT H

TO FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT

Legal Description of Separate Parcel 6

That part of a tract of land (hereinafter designated Tract "X") in the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; lying Southerly of a line hereinafter designated line "A", said line "A" being described as follows:

Commencing at a point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 Degrees 02 Minutes 01 Seconds East, along the East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the aforesaid Line "A"; thence North 89 Degrees 57 Minutes 59 Seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, a distance of 796.67 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 0 Degrees 02 Minutes 01 Seconds West 88.03 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Northwest having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 89 Degrees 57 Minutes 59 Seconds East 216.60 feet; thence North 0 degrees 02 minutes 01 seconds West 138.52 feet; thence North 89 degrees 57 minutes 59 seconds East 63.91 feet to the East line of the hereinabove designated Tract "X" (Tract "X" being described herein below).

TRACT X:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the East line of South Cicero Avenue, being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4 and the South line of Cermak Road, being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4; thence South 89 Degrees 42 Minutes 07 Seconds East along said South line of Cermak Road, 1178.45 feet to the Northeast corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No.

6497655, said Northeast corner being 1.47 feet East of a point in said South line of Cermak Road which is 120.00 feet West of the East line of the West 1/2 of said Northwest 1/4; thence South 0 Degrees 04 Minutes 10 Seconds West along the East line of said parcel conveyed by deed recorded as Document No. 6497655, a distance of 1119.66 feet to the Easterly corner of said parcel, said Easterly corner being 13.21 feet East of the West line of land conveyed to Manufacturers' Junction Railway Company by deed recorded August 5, 1904 as Document No. 3575104, (said West line being a line drawn from a point in the South line of Cermak Road, which is 87.00 feet West of the West line of the right of way of the Chicago and Western Indiana Railroad to a point in the North line of Ogden Avenue which is 100.00 feet Westerly of the West line of said railroad, as measured on the North line of said Ogden Avenue); thence South 12 degrees 24 Minutes 06 Seconds West along the Southeasterly line of the aforesaid parcel conveyed by deed recorded as Document No. 6497655, a distance of 64.97 feet to the Southerly corner thereof, being also the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656 (said Northerly corner being a point 1183.20 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 13 Degrees 22 Minutes 57 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 3.50 feet to the Southwest corner thereof; thence North 89 Degrees 42 Minutes 53 Seconds East along the South line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 0.77 feet to the Southeast corner thereof, (said Southeast corner being a point 1186.60 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 0 Degrees 40 Minutes 12 Seconds West along the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104, a distance of 3.55 feet to the Northeast corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 25, 1907 as Document No. 4025197; thence South 89 Degrees 57 Minutes 59 Seconds West along the North line of said parcel conveyed by deed recorded as Document No. 4025197, a distance of 0.73 feet to a point on the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 11 Minutes 32 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 209.18 feet to an angle corner in said parcel; thence South 2 Degrees 53 Minutes 20 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 107.66 feet to the Southerly corner thereof, said Southerly corner being on the West line of a parcel of land as conveyed by the aforesaid deed recorded as Document no. 4025197; thence South 0 Degrees 02 Minutes 01

Seconds East along the West line of said parcel as conveyed by said deed recorded as Document No. 4025197, a distance of 3.42 feet to the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656; thence South 3 Degrees 37 Minutes 59 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 94.45 feet to an angle corner in said parcel; thence South 10 Degrees 54 Minutes 52 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 33.08 feet to the Southerly corner thereof, said Southerly corner being also the Northerly corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 45 Minutes 45 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 79.08 feet to a point on the Northwesterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded November 5, 1964 as Document No. 19294210; thence North 44 Degrees 31 Minutes 22 Seconds East along the Northwesterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 0.20 feet to the Northeast corner thereof; thence South 17 Degrees 19 Minutes 02 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.345 feet to an angle corner in said parcel; thence South 25 Degrees 39 Minutes 42 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.35 feet to the Southeast corner thereof; thence South 89 Degrees 58 Minutes 25 Seconds West along the South line of said parcel as conveyed by deed recorded as Document No. 19294210 and along the North line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964 as Document No. 19294211 a distance of 255.36 feet to the Northwest corner thereof; thence South 19 Degrees 35 Minutes 58 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 19294211, a distance of 13.71 feet to the Southwesterly corner of said parcel conveyed by deed recorded as Document No. 19294211, said Southwesterly corner being also the Northeasterly corner of a parcel of land conveyed to Western Electric Company Incorporated by Deed recorded November 5, 1964 as Document No. 19294210; thence along the Southerly lines of said parcel conveyed by deed recorded as Document No. 19294210, said Southerly lines being more particularly described as follows:

Beginning at the Northeasterly corner of said parcel; thence South 19 Degrees 35 Minutes 22 Seconds West a distance of 78.25 feet to a point; thence South 65 Degrees 06 Minutes 02 Seconds West a distance of 289.38 feet to a point; thence South 89 Degrees 55 Minutes 02 Seconds West a distance of 107.29 feet to a point; thence South 0 Degrees 04 Minutes 58 Seconds East a

distance of 86.79 feet to a point; thence South 80 Degrees 58 Minutes 21 Seconds West a distance of 50.69 feet to the Southwest corner of said parcel conveyed by deed recorded as Document No. 19294210, being also the Northeast corner of parcel of land conveyed to Manufacturers' Junction Railway Company by Deed recorded November 5, 1964 as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence South 80 Degrees 51 Minutes 57 Seconds West along the Northerly line of said parcel a distance of 300.67 feet; thence South 0 Degrees 02 Minutes 45 Seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 Degrees 37 Minutes 34 Seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 Degrees 47 Minutes 36 Seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 Degrees 41 Minutes 52 Seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 Degrees 18 Minutes 08 Seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document no. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 Degrees 55 Minutes 49 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 Degrees 02 Minutes 01 Seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per Ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 Degrees 49 Minutes 49 Seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 Degrees 06 Minutes 06 Seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 Degrees 02 Minutes 01 Seconds West along said East line of South Cicero Avenue, a distance of 2210.18 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Excepting therefrom the following described parcel of land:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of an parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1653.68 feet to the point of beginning of the Tract herein described: Thence North 44 degrees 57 minutes 59 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; Thence South 45 degrees 02 minutes 01 seconds East, 37.48 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 480.32 feet to the point of intersection with the Northerly line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964, as document 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as document no. 19294211, said boundary lines being more particularly described as follows: Beginning at the Northeast corner of said parcel; thence South 80 degrees 51 minutes 57 seconds West along the Northerly line of said parcel a distance of 136.89 feet; thence South 0 degrees 02 minutes 45 seconds East along the Westerly line of said parcel a distance of 58.14 feet; Thence South 55 degrees 37 minutes 34 seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 degrees, 47 minutes, 36 seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 degrees 41 minutes 52 seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 degrees 18 minutes 08 seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as document no. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as document no. 16247423; thence South 66 degrees 55 minutes 49 seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as document no. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 degrees 02 minutes 01 seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; Thence South 77 degrees 49 minutes 49 seconds West along said Northwesterly line of Ogden Avenue a

distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the Arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 degrees 06 minutes 06 seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 degrees 02 minutes 01 seconds West along said East line of South Cicero Avenue, 556.51 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Also excepting the following described parcel of land: That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the Tract herein described: Thence continuing South 0 degrees 02 minutes 02 seconds East, along said East line, a distance of 521.30 feet; thence South 45 degrees 02 minutes 01 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence North 44 degrees 57 minutes 59 seconds East 35.36 feet to the point of intersection with a line drawn 175.00 feet East (as measured perpendicularly) of the East line of South Cicero Avenue aforesaid; thence North 0 degrees 02 minutes 01 seconds West 516.30 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Address = 2333 S. Cicero Ave, Cicero, Il

PIN's = 16-27-100-008
" -009
" -010
" -014

14493.150
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CONSENT OF BENEFICIARY

Hawthorne Partners, an Illinois general partnership, as beneficiary of the trusts defined in the foregoing Amendment, hereby consents to the foregoing Amendment and the provisions thereof, specifically including Section 10.

Dated this 18th day of January __, 1990.

HAWTHORNE PARTNERS,
an Illinois general partnership

By: DLS, Inc.,
an Illinois corporation and a general partner

By _____
Wayne A. Vander Vort
Its Secretary

By: AMERICAN DIVERSIFIED REAL ESTATE, INC., a Kansas corporation and a general partner

By _____
Wayne A. Vander Vort
Its Assistant Secretary

STATE OF ~~MINNESOTA~~ Illinois)
) ss.
COUNTY OF ~~HENNEPIN~~ Cook)

The foregoing Consent of Beneficiary was acknowledged before me this 18th day of January, 1990, by Wayne A. Vander Vort as Secretary of DLS, Inc., an Illinois corporation and a partner in Hawthorne Partners, an Illinois general partnership, on behalf of said corporation and partnership.

" OFFICIAL SEAL "
Vita LaHa
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/12/92

Vita LaHa
Notary Public

14493.150
BEM 4Z125
01/12/90

90032066

STATE OF ~~MINNESOTA~~ Illinois)
) ss.
COUNTY OF ~~HENNEPIN~~ Cook)

The foregoing Consent of Beneficiary was acknowledged before me this 18th day of January, 1990, by Wayne A. Vander Vort as Assistant Secretary of American Diversified Real Estate Inc., a Kansas corporation and a partner in Hawthorne Partners, an Illinois general partnership, on behalf of said corporation and partnership.

Nita LaHa
Notary Public

" OFFICIAL SEAL "
Nita LaHa
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/12/92

DEPT-01 RECORDING $44.00
T#2222 TRAN 2234 01/22/90 09:26:00
#3168 # B *-90-032066
COOK COUNTY RECORDER

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01/12/90

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CONSENT AND SUBORDINATION OF MORTGAGEE - RETAIL PARCEL

Chemical Bank, a New York banking corporation, as mortgagee of the Retail Parcel (as defined in the foregoing Amendment), pursuant to the mortgage dated May 28, 1987 and recorded in the Office of the Cook County Recorder as Document No. 87289876 (as extended and amended), hereby consents to the foregoing Amendment and the recording thereof, and hereby subordinates its interest as mortgagee of the Retail Parcel to the easements, covenants and restrictions and reservations set forth in the foregoing Amendment.

Dated this 17th day of January, 1990.

CHEMICAL BANK

By Jimmy Kwong
Its ASSOCIATE

STATE OF NEW YORK)
) ss.
COUNTY OF New York)

The foregoing Consent and Subordination of Mortgagee was acknowledged before me this 17th day of January, 1990 by Jimmy Kwong, a Associate of Chemical Bank, a New York banking corporation, on behalf of said corporation.

Aracelis Reyes
Notary Public

ARACELIS REYES
NOTARY PUBLIC State of New York
No. 03-4848945
Qualified in Bronx County
Commission Expires March 30, 1991

THIS AGREEMENT WAS DRAFTED BY:

MOSS & BARNETT (BEM)
A Professional Association
4800 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402-4119
Telephone: (612) 347-0300