FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT is made and entered into as of this 3th day of March, 1990 by and between NORTH RIVERSIDE PARTNERSHIP, an Illinois general partnership, comprised of NRP Corporation, an Illinois corporation, and Riverside Mall Associates, an Illinois limited partnership, having its principal office and place of business at 7501 West Cermak Road, North Riverside, Illinois ("Mortgager"), and POSSFUND CUSTODIAN TRUSTEE LIMITED and BRITEL FUND TRUSTLES LIMITED, each a limited company incorporated under the Companies lots of 1948-80 of the United Kingdom, having an office c/o Heitman Financial Services Ltd., 180 North LaSalle Street, Suite 3600, Chicago, Illinois 60601 (jointly herein referred to as "Mortgagee").

RUCITALS:

- Mortgagor has heretofore granted to Possfund Trustees Limited a mortgage ("Mortgage") in certain real estate and interests in real estate described in Exhibit A attached hereto. The Mortgage is dated November 16, 1982 and was recorded on November 18, 1982 in the Office of the Recorder of Deeds of Cook County, Illinois as Document numbered 26415827. Hortgagee has heretofore acquired all rights, title and interest of Possfund Trustees Limited in the Mortgage and is the lawful hold. thereof.
- В. Mortgagor desires, upon the execution of this First Amendment, to grant to Ameritrust Company N.A. ("Ameritrust") a mortgage on the Mortgaged Premises ("Ameritrust Mortgage"), the lien of which mortgage will be junior and subordinate to the mortgage on the Mortgaged Premises of Teachers Insurance Annuity Association of America (the "Teachers Mottgage") and, except to 190K EDUNTY ILLINOIS 100 1/1/1/1/190 0

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the extent herein otherwise provided, to the Mortgage. In order to grant the Ameritrust Mortgage, Mortgagor requires the consent of Mortgagee, which consent Mortgagee is willing to grant but only on the terms, conditions and modifications of the Mortgage which are herein provided.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgager agree as follows:

- 1. In line 7 of Paragraph 8 of the Mortgage, following the words "Prior Mortgage," insert a comma and the phrase "the lien of the Ameritrust Mortgage."
- 2. Immediately following Paragraph 13 of the Mortgage, insert the following countrional paragraph:

The lien of this Mortgage, to the extent that it secures the payment of 'Additional Interest' (as defined in the Note) under the Note, is subject and subordinate to the Ameritrust Mortgage, but only insofar as such Additional Interest need not be paid if and to the extent that Net Cash Flow (as defined in the Note) is insufficient to make such payment after payment of debt service due on the Ameritrust Mortgage. Such subordination shall in no event apply to the payment of principal or Minimum Interest (as defined in the Note) and any other amounts which are or may become payable on account of the Note and the provisions hereof, which principal, Minimum Interest and other amounts shall at all times have priority over all payments on the Ameritrust Mortgage. Mortgagor covenants and agrees that any default or breach of any covenant contained in the Ameritrust Mortgage and the continuation of any such default beyond any grace period therein contained, shall constitute a default under this Mortgage and thereafter Mortgagee, at its option,

may declare all indebtedness hereby secured, without notice, to be immediately due and payable, and Mortgagee may foreclose this Mortgage as in the case of any default hereunder, without regard as to whether the Ameritrust Mortgage is then being foreclosed upon. Mortgagor hereby authorizes Mortgagee, at its option, to perform any covenants, do any acts, or make any payments which are required by the terms of the Ameritrust Mortgage and the note secured thereby and have not been performed, done, or paid by Mortgagor at the times required by the Ameritrust Mortgage. All expenses incurred, and all sums paid, by Mortgagee relative to the foregoing authority shall be secured hereby with interest thereon at the rate of twenty percent (20%) per annum, but in no event at a rate higher than permitted by law, and shall be payable to Mortgagee on The exercise of the option by Mortgagee to perform any of said covenants, do any of said acts, or make all said. payments, as aforesaid, may be made by Mortgagee prior to, simultaneously with, or subsequent to, the exercise by Mortgagee of the option (contained in this paragraph) to declare the indebtedness hereby secured, without notice, to be immediately due and payable."

- 3. Paragraph 14 of the Mortgage is hereby amended by inserting after the first word in the second line the phrase "or the Ameritrust Mortgage" and, after the end of the first sentence of said paragraph, deleting the period and adding the phrase "or the Ameritrust Mortgage."
- 4. Except as herein specifically modified and amended, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this First Amendment to Mortgage as of the day and year first above written.

MORTGAGOR:

NORTH RIVERSIDE PARTNERSHIP, an Illinois general partnership

NRP Corporation, an Illinois corporation, General Partner

21e:

Attesci Title: Air.

Riverside Mall Associates, an Illinol: limited partnership, General Partner By:

> By: mound But of Title:

MORTGAGEE:

POSSFUND CUSTODIAN TRUSTEE LIMITED

By: Title: Thus - MAYAGEN

BRITEL FUND TRUSTEES LIMITED

By: - MANAGEL

Othor Clerts Office This Cocument was prepared by and after recording should be returned to:

Ernest Greenberger, Esq. Greenberger, Krauss & Jacobs, Chtd. 180 North LaSalle Street, Suite 2700 Chicago, Illinois 60601 (312) 346-1300

B-4333 JAZ-030790141220

STATE OF ILLINOIS)

(COUNTY OF COOK)

I, ROSCANN GAWOLEK-Deleo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

ELNEST GREENELAGER, the VICE RESIDENT of NRP Corporation (the "Corporation"), an Illinois corporation, which Corporation is a General Partner of North Riverside Partnership, an Illinois general partnership, and RICHARD MCTONER, the ASST. SecRETARY of said Corporation, who are personally known to me to be the same persons whose names, are subscribed to the foregoing instrument as such VICE VRESIDENT and ASST. SecRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said ASST. SecRETARY then and there acknowledged that he, as custodian of the seal of said Corporation, did affix the seal of said Corporation to said instrument as his own free

GIVEN Under 19 hand and notarial seal, this of day of

and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Rosenn Sawdeh - De Leo

"OFFICIALE SERL"

ROSEANN GAWOLEK-DELEO

Notary Public, State of Illinois

My Commission Expires Aug. 17, 1992

STATE OF TND(ANA)) SS COUNTY OF MAkeN)

I, Degra & Bozar.

a Notary Public in and for said County, in the State aforesaid to hereby certify that the state of the said county, in the State aforesaid to hereby certify that a General Partner of Riverside Mall Associates, an Illinois limited partnership, which limited partnership is a General Partner of North Riverside Partnership, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN Under my hand and notarial seal, this R day of $M_{\rm Gal}$, 1990.

NOTARY PUBLIC

(SEAL)

DEBRA K. BURNS, Notary Fublic Co. of Residence: Marien My Commission Expires June 14, 1992 90141220

CHEESWRIGHT, MURLING CO.FFIC, AL CO.P.YO

A. J. BURGESS N. P. HEADY R. J. SAVILLE RUTH M. CAMPBELL

CONSULTANTS W.M. PHILLIPS B. G. C. BROOKS J. D. G. SAUL

TELEPHONE: 01-623 9477 TELEX: B83806 MURLYN FAX GROUPS 2 & 3: 01-623 5428

BALTIC EXCHANGE CHAMBERS 24 ST. MARY AXE LONDON EC3A BHD

KINGDOM OF ENGLAND) S.S. CITY LONDON

I RUTH MARGARET CAMPBELL of the City of London Notary Public by Royal Authority duly admitted and sworn DO HEREBY CERTIFY that ROGER JACK CANN, Trust Manager and Authorised Signing Officer of POSSFUND CUSTODIAN TRUSTEE LIMITED of England (the "Company") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth;

AND I THE SAID NOTARY DO FURTHER CEPTIFY that said ROGER JACK CANN, Trust Manager and Authorised Signing Officer of BRITEL FUND TRUSTEES LIMITED of England (the "Compiny") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Manager, again appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this twentythird day of March One thousand nine hundred and ninety.

Run. Capha

My Commission expires with life

15-25-000 000

PARCEL 1: SUB PARCEL "B": THAT PART OF THE NORTH EAST 1/4.0F SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET SOUTH OF THE NORTH LINE AND 148.00 FEET EAST OF THE WEST LINE OF THE NORTH EAST :1/4 OF SAID SECTION; THENCE SOUTH OO DEGREES 10 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 155.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS WEST, ALONG A STRAIGHT LINE, A DISTANCE OF 115.00 FEET TO A POINT; THENCE NORTH 44 DEGREES 54 MINUTES 34 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SUB PARCEL "D": THEY FART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDER AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 40 FEET WEST OF THE WEST LINE OF THE NORTH SCUTH ILLINOIS CLATRAL RAILROAD RIGHT OF WAY AND 50 FEET SOUTH OF THE NORTH LINE OF SALL OUARTER SECTION; THENCE DUE WEST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 4.9 70 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 210.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 468.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 427.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 136.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 120.00 FEET TO A 101NT. THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 484.30 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE, 1 DISTANCE OF 943.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 198.01 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 198.01 FEET TO A POINT; THENCE NORTH OO DEGREES OF MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 715 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SUB PARCEL "E": THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE EASTERLY WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WITH THE NONTHERLY LINE OF 26TH STREET; THENCE NORTH 87 DEGREES 48 MINUTES 59 SECONT'S WEST ALONG SAID NORTHERLY LINE OF 26TH STREET; A DISTANCE OF 656 4% FEET TO A POINT OF BEGINNING; THENCE NORTHERLY ALONG A CURVED LINE CUNCAVE WESTERLY WITH A CENTRAL ANGLE OF 26 DEGREES AND A RADIUS OF 144 FFET, A DISTANCE OF 67.61 FEET, WITH A CHORD DISTANCE OF 67.04 FEET, AND 2 CHORD BEARING OF NORTH 10 DEGREES 48 MINUTES 53 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 48 MINUTES 53 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST

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DESCRIBED POINT, A DISTANCE OF 118.05 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG A CURVED LINE CONCAVE EASTERLY WITH A RADIUS OF 249 FEET, AND A CENTRAL ANGLE OF 26 DEGREES 13 MINUTES 15 SECONDS, A DISTANCE OF 113.35 FEET WITH A CHORD DISTANCE OF 112.96 FEET, AND A CHORD BEARING OF NORTH 10 DEGREES 42 MINUTES 15 SECONDS WEST TO A POINT ON THE SOUTHERLY LINE OF THE EASTERLY WESTERLY ILLINOIS CENTRAL RAILROAD; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 81.89 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE EASTERLY WITH A RADIUS OF 327 FEET AND A CENTRAL ANGLE OF 31 DEGREES 13 MINUTES 37 SECONDS, A DISTANCE OF 178.22 FEET, WITH A CHORD DISTANCE OF 176.02 FEET, AND A CHORD BEARING OF SOUTH 08 DEGREES 12 MINUTES 04 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES 48 MINUTES 53 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 118.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, CONCAVE WESTERLY, WITH A RADIUS OF 71 FEET, AND A CENTRAL ANGLE OF 16 DEGREES 09 MINUTES 39 SECONDS, A DISTANCE OF 20.03 FEET TO A POINT ON SAID NORTHERLY LINE OF 26TH STREET; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF 26TH STREET, A DISTANCE OF 79.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SUB PARCLY "R":

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE NORTH SOUTH ILLINOIS CENTRAL RAILROAD RICHT OF WAY WHICH IS 2020.46 FEET SOUTH OF THE NORTH LINE OF SAID QUARTIR FICTION; THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 449.89 FEET TO A POINT IN THE NORTHERLY LINE OF THE EASTERLY - WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, A DISTANCE OF 4'C.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS LEST ALONG A STRAIGHT LINE, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGIN ING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

SUB PARCEL "F":

EASEMENT FOR THE BENEFIT OF PARCEL 1 ALCAS AS CREATED BY GRANT FROM ILLINOIS CENTRAL GULF RAILROAD COMPANY TO LIVERSIDE MALL ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, DATED SEPTEMBER 22, 1982 RECORDED SEPTEMBER 29, 1962 AS DOCUMENT NUMBER 26365756 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE NORTH SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WITH THE 10 THERLY LINE OF THE EASTERLY WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF MAY; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, A DISTANCE OF 426.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, A DISTANCE OF 100 FEET TO A POINT; THENCE SOCIPATETERLY, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID EASTERLY WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY; THENCE SOUTH 67 DEGREES 12 MINUTES D2 SECONDS EAST, ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 100 FEET TO A POINT; THENCE EASTERLY, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR RETENTION BASIN AND FOR INGRESS AND EGRESS, PARKING, UTILITIES, AND CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF FOUNDATION, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS OR PROJECTIONS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS, AND LIGHTING DEVICES, UTILITY VAULTS, STAIRCASES AND OTHER SIMILAR APPURTENANCES TO PARCEL 1 DESCRIBED ABOVE, CREATED, DEFINED, LIMITED AND GRANTED AS AN APPURTENANT TO PARCELS 1 AND 2 DESCRIBED ABOVE BY THAT CERTAIN RECIPROCAL OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 6, 1973 AND RECORDED JANUARY 2, 1974, AS DOCUMENT NUMBER 22584954 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS AMENDED BY DOCUMENT NUMBER 23346268 AND DOCUMENT NUMBER 23721362 BY AND AMONG RIVERSIDE MALL ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, J. C. PENNY PROPERTIES, INCORPORATED, A DELAWARE CORPORATION, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, AND MONTGOMERY WARD DEVELOPMENT CORPORATION, A CORPORATION OF DELAWARE, IN, ON, OVER, UPON AND UNDER CERTAIN PROPERTY ADJOINING PARCELS 1 AND 2 WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: SUB PARCEL "A": THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING 50 FEET SOUTH OF AND 476 FEET EAST OF THE NORTH WIST CORNER OF SAID NORTH EAST 1/4; THENCE EAST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST 1/4, A DISTANCE OF 450.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 210.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 50.00 FEET; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 468.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 427.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 150 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 358.00 FEET TO A POINT; THENCE NORTH DO DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 648.00 FERT TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH OO DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 155.00 FEET TO A POINT; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 178.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 152.15 FEET TO A POINT; THENCE NORTH OO DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. AS SHOWN ON THE PLAT PLAN ATTACHED TO SAIP AGREEMENT, IN COOK COUNTY, ILLINOIS SUB PARCEL "C": BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH AND 33 FEET EAST OF THE NORTH WEST

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

CORNER OF THE NORTH EAST 1/4 OF SAIB SECTION; THENCE SOUTH O() DIGREES 10 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 1589.33 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECUNDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE WEST LINE OF THE NORTH EAST 1/4; THENCE SOUTH OD DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID WEST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 149.15 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 438.79 FEET; THENCE DUE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 450.53 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 120.00 FEET TO A POINT; THENCE DUE NORTH

ALONG A STRIAGHT LINE, A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 136.38 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 88.5 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 358.00 FEET TO A POINT; THENCE DUE NORTH OO DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 648.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 115.00 FEET TO A POINT; THENCE NORTH 44 DEGREES 54 MINUTES 34 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 218 FEET TO A POINT; THENCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 152.15 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SUB PARCEL "P":

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND PESCRIBED AS FOLLOWS:

BEGINNING AT 1 POINT IN THE WEST LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAT RIGHT OF WAY, 50 FEET SOUTH OF THE NORTH LINE OF SAID QUARLER SECTION; THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 1970.46 FEET TO A POINT, THENCE SOUTH 67 DEGREES 01 MINUTE 23 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 449.89 FEET TO A POINT ON THE NORTHERLY LINE OF THE EASTLRLY - WESTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 613.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 539.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 539.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 943.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 943.00 FEET TO A POINT; THENCE DUE STRAIGHT LINE, A DISTANCE OF 953.00 FEET TO A POINT; THENCE DUE THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 963.00 FEET TO A POINT; THENCE DUE TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 715.00 FEET TO A POINT; DISTANCE OF 198.01 FEET TO A POINT; THENCE DUE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY 199 THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE NORTH SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (WHICH IS THE WEST LINE OF THE EAST 1273.75 FEET OF SAID NORTH EAST 1/4) WITH THE NORTHERLY LINI: OF THE EASTERLY WESTERLY ILLINOIS CENTRAL RIGHT OF WAY, SAID POINT BEING 1273.75 FEET WEST AND 2370.46 FEET SOUTH OF THE NORTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1273.75 FEET OF SAID NORTH EAST 1/4, A DISTANCE OF 2370.46 FEET TO A POINT ON THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 25; THENCE EAST ALONG SAID NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 25, A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 1173.75 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 25; THENCE SOUTH ALONG SAID LINE WHICH IS 1173.75 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 25, A DISTANCE OF 2078.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST WITH A CENTRAL ANGLE OF 67

DEGREES 05 MINUTES 44 SECONDS WITH A RADIUS OF 504 FEET, A DISTANCE OF 590.20 FEET TO A POINT OF TANGENCY WITH SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD EASTERLY WESTERLY RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE WHICH IS TANGENT WITH LAST DESCRIBED CURVE AT LAST DESCRIBED POINT, A DISTANCE OF 442.76 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 546.19 FEET OF THE NORTH 1775.09 FEET OF THE WEST 18 FEET OF THE EAST 1191.75 FEET OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

TRE. 1900.75 FEL. TAST OF ... THE LOUTH 100 FEET OF THE NORTH 1358.9 FEET OF THE WEST 20 FEET OF THE EAST 1211.75 FEET OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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