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T#3333 TRAN 2152 05/28/91 13110:00 5741 C TOOK COUNTY RECORDER FIRST AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT to First Mortgage and Security Agreement made this 10 of May, 1991 (this "Amendment") by and among LASALLE NATIONAL BANK as trustee under agreement dated. September 15, 1985, and known as trust number 109791 "The "Trust"), DEVON-MCCORMICK ASSOCIATES LIMITED PARTNERSHIP II, an Illinois limited partnership (the "Imited Partnership") (the Trust and the Limited Partnership are neleinafter sometimes referred to collectively as the "Mortgagor"), McCORMICK ROAD ASSOCIATES, an Illinois general partnership (the "General Partnership"), HARVEY W. SERVER, BARRY B. SHUMAN, HAIOJD LEBOVIC (Server, Shuman and Lebovic are hereinafter sometimes releved to as the "Partners") and ROYAL MACCABEES LIFE INSURANCE COMPANY, a Michigan corporation (formerly known as Maccabees Life Insurance Company) ("Mortgagee").

WHEREAS, Mortagor is the mortgagor under a certain First Mortgage and Security Agreement dated November 17, 1989, bearing Cook County Recorder No. 89-571820 (the "First Mortgage") encumbering the property described on <u>EXHIBIT A</u> hereto (the "Property"): "Property");

WHEREAS, the Property benefits from the provisions of a certain Easement and License Agreement dated May 20, 1987, bearing Cook County Recorder No. 88-09/022 (the "Easement Agreement") and a certain License Agreement dated December 18, 1987, bearing Cook County Recorder No. 88-177351 the "License Agreement"), which agreements provide for certain rights of ingress and egress and the use of certain parking facilities under and pursuant to the terms of a certain August 15, 1985, lease with the Metropolitan Sanitary District of Greater Chicago (the "MSD Lease"); and

WHEREAS, Mortgagor should like to amend the License Agreement pursuant to the terms of a certain First Amendment to License Agreement the form of which is annexed hereto is EXHIBIT B:

NOW, THEREFORE, as an inducement to Mortgagee to consent to the First Amendment to License Agreement, the parties do hereby agree as follows:

- Mortgagee hereby consents to the First imandment to License Agreement and shall execute a consent statement on an appropriate letter of direction to the Trust.
- Trust, Limited Partnership, General Partnership and Partners hereby jointly and severally covenant and agree:
- That the Easement Agreement and the License Agreement (as amended by the First Amendment to License Agreement) shall not be further amended without Mortgagee's written consent.
- (b) To renew the MSD Lease, to keep it in full force and effect and to timely pay the entire amount of rents and other charges due thereunder.

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- (c) On or before the tenth day following the date that any payment is due under the MSD Lease, to present Mortgagee with proof of payment, and upon request of Mortgagee from time to time, to provide Mortgagee with estoppels or other certificates from the Metropolitan Sanitary District of Greater Chicago to the effect that the MSD Lease is in good standing and that there are no defaults thereunder.
- (d) To cause all of the parties to the First Amendment to License Agreement to comply with its terms and the terms of the License Agreement, save that from and after such date as ownership of the Super Gap Property (as defined in the First Amendment to License Agreement) shall be transferred to a person not directly or indirectly related to or controlled by the Partners, the Limited Partnership or the General Partnership (such control and relationships are defined for these purposes as they are defined in Section 2.09(b) of the First Mortgage) the parties hereto shall seek enforcement of remedies for non-compliance therewith by the owners of the Super Gap Property (but it is understood by Mortagee that the parties hereto do not undertake to guaranty said transferee's compliance therewith).
- (e) During the term of the Loan, to not enforce as against the Property the remedy described in the penultimate sentence in paragraph 3 of the First Amendment to License Agreement.
- (f) To promptly provide Mortgagee with a copy of any notices of default given or received under the Easement Agreement, the License Agreement, the First Amendment to License Agreement or the MSD Lease, and to cooperate with Mortgagee so as permit it (although it shall not or obligated) to cure any default thereunder. Mortgagee is hereby authorized and empowered (but shall not be obligated) to take such steps as Mortgagee may reasonably deem necessary or proper in connection with any such breach or default and any and all amounts expended by Mortgagee in connection therewith (including resonable attorney's fees) shall be immediately reimbursed to Mortgagee upon demand and, until reimbursed, shall be part of the Independess and shall be deemed to be secured by the First Mortgage.
- (g) Suffer any change, direct or indirect, in the ownership or control over the lessee's estate under cha MSD Lease, except that a transfer shall be permitted to a "Permitted Transferee" in accordance with Section 6.01(i) of the First Morigage.
- 3. Limited Partnership, General Partnership and Partners represent and warrant that the consent of the tenant under the Plitt Lease to the First Amendment to License Agraement is not required and that all covenants under the Plitt Lease certaining to parking shall be honored by Mortgagee.
- 4. A breach of any provision of this Amendment shall constitute a Contract Default under Section 6.01(n) of the First Mortgage. Without limitation of, but in addition to any remedies under the First Mortgage, Mortgagee may seek recovery of any damages on account of a breach hereof (including reasonable attorney's fees) from any one or more of Trust, Limited Partnership, General Partnership or the Partners, said right to be with full recourse to their respective assets. For the avoidance of doubt, Mortgagee acknowledges that the immediately preceding

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sentence shall not be construed to create on the part of Trust, Limited Partnership, General Partnership or the Partners any more personal liability than exists under the First Mortgage and the other Loan Documents, <u>plus</u> cumulative arrearages under the MSD Lease, <u>plus</u> costs and reasonable attorney's fees for enforcement hereunder.

- 5. The provisions of the First Mortgage and the other Loan Documents are hereby ratified and approved and shall remain in full force and effect.
- 6. Capitalized terms used herein and not expressly defined herein shall have the meanings given to them by the First Mortgage.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above. ,

McCORMICK ROAD ASSOCIATES, an Illinois General partnership

BY: Hawley W Server

DEVON-MCCORMICK ASSOCIATES
LIMITED PARTNERSHIP II,
an Illinois limited partnership

BY: Its: EXERM PRETNER

ROYAL MACCABEES LIFE INSURANCE

COMPANY, a Michigan corporation

By: Its: Support

HARVEY W. SERVER

BARRY BY SHUMAN

HARÓLD LEBOVIC

Lasalle Mational Trust, M.A. Successor Trusted to

LASALLE NATIONAL BANK,

not personally but as trustee under agreement dated

September 15, 1985, and known as trust number 109791

By: A. Kit Silver

Attest: ACALLON DINERY
Its: ASSISTANT SECRETARY

XIMSALLE NATIONAL TRUST, HA. Successor Trustee to

This instrument is executed by LaSalle National Bank, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain trust agreement dated September 15, 1985, and known as trust number 109791 at LaSalle National Bank, to all provisions of which trust agreement this instrument is expressly made subject. It is expressly understood and agreed that nothing herein or in said instrument contained shall be construed as creating any liability whatsoever against trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability on the part of trustee to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained,

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or to keep, preserve or sequester any property of said trust, and that all personal liability of said trustee of every sort, if any, is hereby expressly waived by the other parties hereto, and that so far as said trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the property or to the parties hereto (other than the trustee) for payment thereof. It is further understood and agreed that said trustee has no agents or employees and merely holds naked legal title to the property herein described; and that said trustee has no control over, and under this instrument assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property or (4) the conduct of any business which is carried upon such property.

THIS DOCUMENT WAS PREPARED BY, ITS RECORDING IS REQUESTED BY AND WHEN RECORDED RETURNED TO:

Levenfeld, Eisenberg, Janger,
Classberg, Samotny & Palper
33 West Monroe Street,
21st Floor
Chicago, Illinois, 60602
Attention: Michael J. Tuchman
Permanent Tax No.: 13-02-120-030

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	STATE OF Allyupi	
	COUNTY OF COUL ; SS.	reservable secretains
	county in the State aloresaid,	ary Public in and for said do hereby certify that
	LA SALLE NATIONAL TRUST, N.A. of William R. Dillica to me to be the same person whose of foregoing instrument, appeared before	("Officer") of ("Bank"), personally known
	foregoing instrument, appeared before acknowledged that he signed and delive	me this day in person and red the said instrument as
	his own free and voluntary act and as of said Bank. for the uses and purpos	the free and voluntary act
	said Cif cer did also then and there act the seal of said Bank to said instru	ment as -nist/gwn free and
	voluntary act and as the free and volumenth uses and purposes therein set forth	•
	With the my hand and Notaria:	1 Seal this 10th day of
		lichele & Taik
	(SEAL) NOTAF	RY PUBLIC
	COMMISSION EXPIRES:	olin janti vii tiin mesta la nis
	0/	Matary Public, State of Wilson's My Commission of the Good State
	STATE OF ZCUNOS	\$
	COUNTY OF COOK) SS.	
	I. Paricip I. Rosenthal , a Nova	Su mulati da a gan mata
(County, in the State aforesaid, —	by Public in and for said to hereby certify that
_	HARVEY W. SERVER, personally known Seneral PARTIER OF McCountry CUNDIS GENERAL PARTIERSHIP, and personally	a Act of According to a
}	person whose name is subscribed to appeared before me this day in person	the foregoing instrument,
9	such General MorNer he signed instrument in the capacity aforesaid, pu	and delivered the said
	free and voluntary act and deed of said	voluntary act, and as the
	free and voluntary act and deed of said	d <i>Phillips thio</i> for the
	uses and purposes therein set forth.	
-	uses and purposes therein set forth. Given under my hand and Notarial MAY 1991.	
-	Given under my hand and Notarial MAY (SEAL)	
- (Given under my hand and Notarial may , 1991 .	Spar Als 1374 day of

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STATE OF TUINOIS) SS. COUNTY OF COOK)
I, Hillip I. Resembled, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARVEY W. SERVER, personally known to me to be the Serveral Patrier of Helphick Company of The Serveral Patrier of Helphick Company of the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Serveral Parrier he signed and delivered the said instrument in the capacity aforesaid, pursuant to authority of the MARY OF A SHAP , as his free and voluntary act, and as the free and voluntary act and deed of said MARY OF THE USES and Purposes therein set forth.
MAY 1991.
(SEAL) OFFICIAL SEAL PHILLIP IS ROSENTHAL NOTAL FUBLIC STATE OF MUNIOS COMMISSION EXPIRESMY COMMIPS. LEAPINGS WAS ASSETTED.
STATE OF TIMOIS SS.
County, In the State aforesaid, to hereby certify that the state aforesaid, to hereby certify that the state of Revent for the same to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and arknowledged that as such the capacity aforesaid, pursuant to authority of the instrument in the capacity aforesaid, pursuant to authority of the free and voluntary art, and as the free and voluntary act and deed of said acceptants.
Given under my hand and Notarial Seal this 28 day of
[SEAL] "OFFICIAL SEAL" JANE E. BEILFUSS COMMISSION FOR I PEEL. BEILFUSS

My Commission Expires July 28, 1993

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•
STATE OF TELINOIS)
COUNTY OF COOK) SS.
I, Hillip I. Rosenthal, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HARVEY W. SERVER, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal Mais 374 day of
(SEAL) TOFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE
COMMISSION EXPIRES: MY DEIMING TAPPER TO THE TOTAL STATE ST
Ox
STATE OF ZEENOIS
COUNTY OF COOK
I, Hill Z. Resembled of Notary Public in and for said County, in the State aforesaid, do hereby certify that the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
May 19 91.
[SEAL] NOTARY PUBLIC
COMMISSION EXPIRES: PHILLIP I. ROSENTHAL NOTARY PUBLIC. STATE OF TITHOUS MY COMMISSION EXPIRES 10/9/91
STATE OF TUINOIS
COUNTY OF COOK) SS.
I, Philaid T. Rosenthal, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD LEBOVIC, personally known to me to be the same person whose name is subscribed to the foregoing
the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged

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that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

13TH day of May , 1991.

(SEAL)

NOTARY PUBLIT

COMMISSION EXPIRES:

Property of County Clerk's Office PHILLIP I. ROSENTHAL HOLANT FUNILG. STATE OF HI MOIS MY CUINLIBS ON EXPIRES 10/9/91

EXHIBIT A Legal Description

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93'23'24" FROM SAID CORNER WESTERLY 63.28 FEET, THENCE 224°48'38" NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OFWAY LINE OF MC CORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, CONTAINING 0.647 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

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FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement is made and entered into by and between MCCORMICK ROAD ASSOCIATES, a General Partnership (hereinafter "Licensor"), DEVON-MCCORMICK ASSOCIATES LIMITED PARTNERSHIP II, an Illinois Limited Partnership (hereinafter referred to as "Licensee"), LASALLE NATIONAL BANK, a National Banking Association, t/u/t 107306, dated November 28, 1983, and not personally, (hereinafter "LaSalle"), and LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791 dated September 15, 1985, and not personally (hereinafter "Frust").

WITNESSETH:

WHEREAS, on or about December 18, 1987, Licensor and Licensee entered into a License Agreement (the "License Agreement") relative to the granting of a non-exclusive license to utilize property which is legally described on Exhibit "A" (the "MSD Property") and the Super Gap Plaza parking area, which is legally described on Exhibit "B" (the "Super Gap Property") for parking purposes and for purposes of ingress and egress; and

WHEREAS, LaSalle is the fie title holder of the Super Gap Property, and Licensor is the beneficial owner thereof; and

WHEREAS, Trust is the fee title holder of that cortain real estate described on Exhibit "C" (hereinalter the "Theater Parcel"), the beneficiary of which is the License; and

WHEREAS, the parties are desirous of amending said License Agreement for themselves, their assigns and successors in title.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, each to the other in hand paid, and in further consideration of the mutual covenants herein contained, IT IS AGREED as follows:

1. Paragraph 3 of the License Agreement is deleted and amended to read as follows:

"3a. That Trust shall have the responsibility (i) to pay 45% of any portion of the expenses incurred by the Licensor in maintaining the MSD Property and (ii) to contribute 45% of the portion of rental payments required to be made by Licensor pursuant to the terms of the Lease Agreement (the "MSD Lease") between Licensor and the Metropolitan Sanitary District of Greater Chicago n/k/a The Metropolitan Water Reclamation District of Chicago, which Lease was attached to the original License Agreement as its Exhibit "A", and which MSD Lease is made a part hereof by reference thereto."

"3b. That LaSalle shall have the responsibility (i) to pay 55% of any portion of the expenses incurred by the Licenser in maintaining the MSD Property and (ii) to contribute 55% of the portion of rental payments required to be made by Licenser pursuant to the terms of the MSD Lease."

That Licensor shall from time to time (but not "3c. more often than two times during any calendar year) during the term of the MAD bease send a written statement (the "Billing Statement") to LaSalle and Trust showing (i) the calculation of the amount of rental payments required to be paid under the MSD Lease and the emounts due from LaSalle and Trust and (ii) the calculation of the amount of expenses incurred by Licensor in maintaining the MSD Property and the amounts due from LaSalle and Trust. Within thirty (30) days after sending such Billing Statement, LaSalle and Trust shall each remit to Licensor the amounts due pursuare to the Billing Statement; provided that the amount due for cental payments required under the MSD Lease shall be remitted to Licensor in the form of a check made payable to the landlord under the MSD Lease and Licensor shall promptly remit the rental payments to the landlord under the MSD Lease and will provide copies of the correspondence relating to the rental payment to both LaSalle and Trust. In the event that either LaSalle of "rust fails to pay when due the amounts due pursuant to any such Billing Statement, the unpaid amounts shall bear interest until paid at a rate equal to two percent (2%) over the rate of interest announced from time to time by The First National Bank of Chicago as its corporate "base" or "prime" rate of interest (the "Default Rate").

"3d. All Notices and Billing Statements required or permitted hereunder shall be in writing and will be effectively served when personally delivered or when sent by certified or registered mail, postage prepaid, to the parties at the

UNOFFICIAL COPY address set forth herein or at such other address if notified in writing by a party hereto of a change in address. Copies of all such notices and Billing Statements shall be mailed to any mortgagee of record who has requested in writing a copy of such notices and Billing Statements."

- 2. Licensor shall cause the MSD Lease to be renewed and shall keep said Lease in full force and effect at all times.
- 3. In the event that er her basalle or Trust shall fail to reimburse Licensor, or to pay directly to MSD the contributions called for in this Agreement or to pay any portion of the expenses incurred in maintaining the MSD Property, then Licensor and/or the non-defaulting party shall send written notice to the party in default (with a copy to any mortgagee of record) and if such default is not cured within ninety (90) days thereafter, either Licensor and/or the non-defaulting party shall have the right to (i) remit to Licensor and/or to the landlord we're the MSD Lease the amounts due from the defaulting party and (ii) commence and prosecute a lawsuit against the defaulting party in the Circuit Court of Cook County, Illinois to recover the amounts due from the defaulting party together with interest thereon at the Default Rate and all reasonable attorneys' fees and costs incurred in seeking enforcement of the obligations due hereunder. In addition to the foregoing, in the event that LaSalle or Trust shall fail to reimburse Licensor or pay directly to the landlord under the MSD Lease the contribution for rent or expenses for a period of twenty-four (24) calendar months or more, then the non-defaulting party shall send written notice to the party in default (with a copy to any mortgagee of record) and thereafter Licensor and/or the non-defaulting party may terminate the license granted under the License Agreement, as amended hereby, and commence and prosecute a lawsuit in the Circuit Court of Cook County, Illinois to enjoin the further use and enjoyment of the license granted herein until such time as payment has been tendered. The defaulting party shall bear responsibility for all court costs and reasonable attorneys' fees incurred in connection with the lawsuit filed to enforce the obligations due hereunder,
- 4. The License Agreement may not be further amended with respect to any provisions thereto unless and until the amendment has been agreed to and executed by all four (4) parties hereto or their successors in interest or title or permitted assigns.

		UNOFFICIAL COBY 6 Except as amended hereby, the License Agreement	
	5.	Except as amended hereby, the License Agreement	i s
in	Eull	force and is hereby ratified and confirmed.	

	6.	This	Agree	ment	shal	1 be	bi	nding	up	on t	he	parties
hero	ato an	d thei:	r succ	essor	s and	assi	gns.	The	Lic	cense	Λgı	reement,
as a	mende	d herel	by, sh	all b	e gov	erned	by	Illin	ois	law.		

IN WITNESS WHEREOF, the pa	arties have set their hands
MCCORMICK ROAD ASSOCIATES, a General Partnership ("Licensor") By:	Address: c/o ATN Financial 7337 N. Lincoln Avenue Suite 290 Lincolnwood, IL 60646
Name. Title: Managing Partner DEVON-MCCORMICE ASSOCIATES LIMITED PARTNERSHIP II, an	Address:
Illinois Limited Partnership ("Licensee") By: Name:	c/o ATN Financial 7337 N. Lincoln Avenue Suite 290 Lincolnwood, IL 60646
LASALLE NATIONAL BANK, a National Banking Association, t/u/t 107306, dated November 28, 1983, and not	Address: c/o Joel Goldman Crossroads Center
By: Name:	3701 Algonquin Road Suite 310 Rolling Meadows, IL 60
Title: ATTEST: By: Name:	Clarti
Title: LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791 dated September 15, 1983, and not personally ("Tenant")	<u>Address:</u> 135 S. LaSalic Street. Chicago, Illinois 60690
By: Name: Title:	
ATTEST:	
By: Name: Title:	

Address: c/o Joel Goldman Crossroads Center 3701 Algonquin Road 15 Clarts Suite 310 Rolling Meadows, IL 60008

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ACKNOWLEDGMENTS

·	The second of the day of the second of the s
STATE OF ILLINOIS)	
COUNTY OF C O O K)	
Partner of MCCORMICK ROAD day of, 19	sonally known to me to be the Managing ASSOCIATES, appeared before me this 91 and acknowledged that he executed and astrument as the free and voluntary act FES, and that said action has been duly
	Notary Public
(Seal)	·
STATE OF ILLINOIS)	
COUNTY OF C O O K	
in the State aforesaid DO F	Notary Public in and for said County, HEREBY CERTIFY that
day of, 199 delivered the foregoing in	045
	Notary Public
(Seal)	Notary Pholic
STATE OF)	7.6
COUNTY OF)	SS
in the State aforesaid, DO Hand, pand, president and, president and, stational Banking Associations, and not personally,, 1991 and, leadivered the foregoing installed the foregoing i	Notary Public in and for said County, REREBY CERTIFY that Personally known to me to be the Secretary of LASALLE NATIONAL EANK, a lon, t/u/t 107306, dated November 28, appeared before me this day of acknowledged that they executed and strument as the free and voluntary act t/u/t 107306, and that said action has the said LASALLE NATIONAL BANK, t/u/t
	Notary Public

UNOFFICIAL COPY/ 6

STATE OF SS COUNTY OF I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ , personally known to me to be the President and Secretary of LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791, dated September 15, 1985, and not personally, appeared before me this day of , 1991 and acknowledged that they executed and delivered the foregoing instrument as the free and voluntary act of LASALLE NATIONAL BANK, t/u/t 109791, and that said action has been duly authorized by the said LASALLE NATIONAL BANK, t/u/t Droperty of Cook County Clark's Office 109791.

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	VCKNOMTEDGWENTA
STATE OF ILLINOIS)	s
COUNTY OF C O O K)	
Partner of MCCORMICK day of delivered the foregoi of MCCORMICK ROAD ASS	ned, a Notary Public in and for said County i, DO HEREBY CERTIFY that personally known to me to be the Managine ROAD ASSOCIATES, appeared before me this , 1991 and acknowledged that he executed and instrument as the free and voluntary action to the said action has been duly d MCCORMICK ROAD ASSOCIATES.
	Notary Public
(Seal)	
STATE OF ILLINOTS)	_
COUNTY OF C O O K)	5
I, the undersign in the State aforesaid	ed a Notary Public in and for said County, DO HEREBY CERTIFY that
day of delivered the foregoi of DEVON-MCCORMICK AS:	MICK ASSOCIATES, appeared before me this, 19/1 and acknowledged that he executed and instrument as the free and voluntary act SOCIATES, and that said action has been duly DEVON-MCCORMICK ASSOCIATES.
	Notary Public
(Seal)	Notary Public
STATE OF)) ss
COUNTY OF	5 20
in the State aforesaid and President and National Banking Asso 1983, and not personal 1991 delivered the foregoin of LASALLE NATIONAL BA	ad, a Notary Public in and for still County, , DO HEREBY CERTIFY that, personally known to me to be the Secretary of LASALLE NATIONAL FANK, a cliation, t/u/t 107306, dated November 28, ally, appeared before me this day of and acknowledged that they executed and ag instrument as the free and voluntary act ANK, t/u/t 107306, and that said action has by the said LASALLE NATIONAL BANK, t/u/t

Notary Public

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STATE OF SS COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ not the State aforesald, DO HEREBY CERTIFY that and personally known to me to be the President and Secretary of LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791, dated September 15, 1985, and not personally, appeared before me this day of delivered the foregoing instrument as the free and voluntary act of LASALLE NATIONAL BANK, t/u/t 109791, and that said action has been duly authorized by the said LASALLE NATIONAL BANK, t/u/t 109791. Property of Cook County Clerk's Office 109791,

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A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 4D North, Range 13, East of the Third Principal Meridian, more particularly described as follows: Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-58" W along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence N90°-08'-031" W, along said Wasterly line 845.00 feet to the point of beginning; thence continuing N9°-08'-31" W, 272.86 feet; thence N88°-19'-34" E, 156.33 feet; thence S6°52'-27"E, 252.73 feet; thence S80°-51'-29"W, 145.00 feet to the point of beginning, containing 0.9058 acres;

And Also

A parcel of land lying in the Northeast 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of aforesaid Section 2; thence South 88°-19'-34" West along the North line of Section 7. 597.00 feet; thence South 1°-40'-26' East, 33.00 feet to a point on the south line of Devon Avenue, said point being the point of beginning; thence South 1°-40'-26" East, 212.55 feet; thence South 5°-40"-16" East, 355.32 feet; thence South 88°-19'-34" West, 69.03 feet to the westerly right-of-way line of the North Shore Channel; thence North 9°-08'-31" West along said westerly right-of-way line, 10/.64 feet to the easterly line of McCormick Boulevard; thence northerly along the easterly line of McCormick Boulevard, said line being a curve concave to the Northwest and having a radius of 550.5% feet, 187.56 feet; thence North 1°-49'-26" West along the easterly line of McCormick Boulevard, 21.50 feet to the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue; the North 88°-19'-34" East along the Research Resea

Address: Parking lot adjacent to 6249-57 N. McCormick Road, Chicago, IL

PIN: 13-02-220-034-8001 and 13-02-220-034-8002

EXHIBIT

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Lot 3 in Anthony's Subdivision of part of the East 1/2 of the North East 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

6249-57 N. McCormick Road, Chicago, Illinois Address: e.
: 13

Proportion of Cook County Clark's Office

PIN: 13-02-220-032

TIBIHX3

UNOFFICIAL CORY 6

Legal Description

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 40 NORTH, RANGE 13 LINE DESCRIBED AS FOLLOWS: BEGINNING LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 23 24 FROM SAID CORNER WESTERLY 63.28 FEF1; THENCE 224 48 38 NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OFWAY LINE OF MC CORMICK ROAD, BEING THE WESTERLY LINE OF SAID OF 1, CONTAINING 0.647 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

643 N. McCormick Road, Chicago, Illinois Address: Clert's Office

13-02-220-030 PIN: