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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases ("Amendment") dated as of October 22, 1992 by and among FIRST CHICAGO BANK OF RAVENSWOOD, not individually but as Trustee under trust agreement dated February 12, 1984 and known as Trust No. 25-6637 ("Trustee"), with a mailing address at 1825 West Lawrence Avenue, Chicago, Illinois 60640 and THE LAKESHORE CENTRE, an Illinois limited partnership ("Beneficiary") with a mailing address at 2001 North Clybourn Avenue, Suite 402, Chicago, Illinois 60614 (Trustee and Beneficiary are collectively, and where appropriate, individually referred to as the "Borrower"), to AMERICAN NACONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender"), with a mailing address at 33 North LaSalle Street, Chicago, Illinois 60690, pertains to the real estate described in Exhibit "A" attached hereto land madeina part hereof.

\$53,00

RECITALS

. T#5555 FRAN 1075 11/12/92 12421400 . #2808 # ユータフー844254 . COOK COUNTY RECORDER

WHEREAS, Borrower has heretofore executed and delivered to Lender a Term Note (the "Note") dated December 29, 1989, wherein Borrower promised to pay to the order of Lender the original principal amount of Eleven Million and No/100 Dollars (\$11,000,000.00) in repayment of a loan from Lender (the "Loan") in like amount, or so much thereof as heretofore or hereafter may be disbursed by Lender under the Noce, together with interest thereon, in installments as set forth in the Note, the entire unpaid principal balance being due and payable on December 31, 1994; and

WHEREAS, Borrower and Lender have heretofole executed a Term Loan Agreement (the "Loan Agreement") dated December 29, 1989, as heretofore or hereafter amended, pursuant to which the Note has been issued; and

WHEREAS, the Borrower has heretofore executed and delivered to Lender that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated December 29, 1989 and recorded on January 2, 1990 in the Office of the Recorder of Deeds of Cook County, Illinois as document number 90-001117 encumbering the real property

This instrument prepared by and after recording return to: Michael D. Miselman, Esq. D'Ancons & Pflaum 30 N. LaSaile Street Chicago, Illinois 60602

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Box 15

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described on Exhibit A attached hereto (the "Mortgage") to secure the payment of sums due under the Note; and

WHEREAS, in addition to the Mortgage, certain other loan documents have been delivered to the Lender (the Loan Agreement, the Mortgage, the Note and all other documents which were executed and delivered as additional evidence or security for repayment of the Loan, whether contemporaneously with the execution and delivery of the Note, the Mortgage and Loan Agreement, or thereafter, as may have bean, or as may hereafter be, amended, are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Borrower and Lender desire to amend the Mortgage to provide for the Mortgage securing other indebtedness and to evidence various other changes to the documents executed in connection therewith;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower and the Lender hereby agree that the Mortgage shall be and hereby is amended as follows:

1. The "WHEREAS" clauses of the Mortgage are hereby amended by deleting them in their entirety and substituting the following therefor:

"WHEREAS, Borrower has executed and delivered to Lender a Term Note of even date herewith (which, as it may be hereafter amended, and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Note"), wherein Borrower promises to pay to the order of Lender the Original principal amount of Eleven Million and No/100 Dollars (\$11,000,000.00) in repayment of a loan from Lender (the "Lean") in like amount, or so much thereof as may now or hereafter be disbursed by Lender under the Note, together with interest thereon, in installments as set forth in the Note, the entire unpaid principal balance being due and payable on December 31, 1994; and

WHEREAS, Borrower and Lender have executed a Term Loan Agreement (as hereafter amended, the "Loan Agreement") of even date herewith pursuant to which the Note has been issued; and

WHEREAS, as evidence of and security for the repayment of the Loan, in addition to this Mortgage, certain other loan documents have been executed and delivered to Lender (the Loan Agreement, the Note, this Mortgage and all other documents which on or as of the date hereof or hereafter are executed and delivered as additional evidence of or security for repayment of the Loan, including, but not limited to the Construction Loan Agreement of even date herewith by and among

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Borrower and Lender, whether now or hereafter existing, and as may be amended from time to time, are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, LAKESHORE ATHLETIC CLUB DOWNTOWN, L.P., an Illinois limited partnership of which Borrower holds a ninetynine percent (99%) equity interest (the "1992 Partnership") and Lender have entered into a Loan Agreement dated October 22, 1992 (such Loan Agreement as hereafter amended is hereinafter referred to as the "1992 Loan Agreement"), pursuant to which the Lender has agreed to loan to Borrower (the "1992 Loan"; the Loan and the 1992 Loan are hereinafter collectively referred to as the "Loans") a maximum principal amount of \$1,500,000 through a revolving loan facility expiring and maturing December 31, 1993, and, thereafter, a term loin facility maturing September 30, 1997, all in accordance with the terms of the 1992 Loan Agreement; and

WHEREAS pursuant to the 1992 Loan Agreement, the 1992 Partnership has executed and delivered to the Lender a Revolving Note (28 defined in the 1992 Loan Agreement) of even date with the 1992 Loan Agreement, and may hereafter, in substitution and replacement of the Revolving Note, execute and deliver a Term Note (as defined in the 1992 Loan Agreement), each in the maximum principal amount of \$1,500,000 and each made payable to the order of Lender as evidence of the 1992 Loan, wherein the 1992 Partnership promises to pay said principal sum (or so much thereof as may be outstanding at the time of the respective maturities of the Revolving Note and Term Note, subject, in the case of the maturity of the Revolving Note, to the reborrowing of said amount pursuant to the Term Note) together with interest on the balance of the principal from time to time outstanding and unpaid thereon at the rates and at the time specified in the 1992 Loan Agreement (the Term Note and the Revolving Note and any and all notes issued in renewal thereof or in Bubstitution or replacement therefore are hereinafter collectively referred to as the "1992 Notes"; the Note and the 1992 Notes are hereinafter collectively referred to as the "Notag"); and

WHEREAS, as evidence of and security for payment of the 1992 Loan, certain other loan documents were executed and delivered to Lender (the 1992 Note, the 1992 Loan Agreement and all other documents which on or as of the date hereof or hereafter are executed and delivered as additional evidence of or security for repayment of the 1992 Loan, including, but not limited to, a Leasehold and Sub-leasehold Mortgage, Security Agreement and Assignment of Rents and Leases on certain property commonly known as 441 North Wabash Avenue, Chicago, Illinois from the 1992 Partnership to Lender, whether now or hereafter existing and as may be amended from time to time, are hereinafter collectively referred to as the "1992"

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Loan Documents"; the Loan Documents and the 1992 Loan Documents are hereinafter collectively referred to as the "Combined Loan Documents"); and

WHEREAS, in consideration of advances, credit and other financial accommodations heretofore or hereafter made to Borrower or to the 1992 Partnership by Lender, Beneficiary has authorized Trustee to deliver, pledge, assign and transfer to Lender all or any part of the "Mortgaged Property" (as hereinafter defined, as security for repayment of the Loans, as well as any and all other amounts owed to Lender under the terms of any of the Combined Loan Documents; and

WHEREAS, Beneficiary is the sole beneficiary and holder of the beneficial interest in, to and under First Chicago Bank of Ravenewood Trust No. 25-6637; and

WHEREAS, as a condition precedent to Lender entering into the 1992 Loar Agreement, Lender has required Borrower to execute and deliver this Mortgage, in addition to the other Combined Loan Documents, to Lender as security for the repayment of the Loans; and

WHEREAS, capitalized terms used, but not defined, herein, which are defined in the 1992 Loan Agreement, shall have the meaning ascribed to such terms in the 1992 Loan Agreement.".

- 2. Article II of the Mortgage is hereby amended by: (a) deleting therefrom the word "Note" wherever it appears therein and substituting the word "Notes" therefor; (b) inserting the word "Combined" before the phrase "Loan Documents" wherever the phrase "Loan Documents" appears in Article II of the Mortgage; (c) inserting the phrase "including, but not limited to payment and performance of the Obligations" immediately after the phrase "Combined Loan Documents" in the third line of Article II of the Mortgage on page 2 thereof; (d) inserting the phrase "and/or the 1992 Partnership" after the word "Borrower" in the fifth line of Article II of the Mortgage on page 2 thereof and in the first line of page 4 of the Mortgage; and (e) deleting the word "has wherever it appears in the last paragraph of Article II of the Mortgage on page 4 thereof and substituting the word "have" in lieu trayeof.
- 3. Paragraph 3.02 of the Mortgage is hereby amended by deleting the word "Note" in the fourth line of Paragraph 3.02 and substituting the word "Notes" in lieu thereof.
- 4. Paragraph 3.05(a)(iii) of the Mortgage is hereby amended by deleting the words and figures "ten (10%) percent of the original principal amount of the indebtedness secured hereby" and substituting the figure "\$1,100,000" in lieu thereof.

- 5. Paragraph 3.05(c) of the Mortgage is hereby amended by deleting the word "Loan" in the fourth line of Paragraph 3.05(c) and substituting the word "Loans" in lieu thereof.
- 6. Paragraph 3.09 of the Mortgage is hereby amended by deleting the word "Note" wherever it appears in Paragraph 3.09 and substituting the phrase "Notes, or any thereof," in lieu thereof.
- 7. Paragraph 3.18 of the Mortgage is hereby amended by deleting said Paragraph in its entirety and substituting the following in lieu thereof:
 - "3.18 Other Amounts Secured: Maximum Indebtedness: Revolving Credit. This Mortgage secures the entire principal amount of the Loans and interest accrued thereon, regardless of whether any or all of the proceeds of the Loans are disbursed on or after the date hereof, and regardless of whether the Joans are repaid in part and future advances made at a later date, as well as any amounts owed to Lender pursuant to Paragraphs 3.04 and 3.05 hereof, any and all litigation and other expenses pursuant to Paragraphs 4.05 and 4.06 hereof and any other amounts as provided herein or in any of the other Combined Loan Documents, including, without limitation, the payment and performance of the Obligations and the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or paid or incurred by Lender in connection with the Loans, all in accordance with the terms of the Combined Loan Documents. The indebtedness evidenced by the kevolving Note includes sums in the maximum principal amount of \$1,500,000, a portion of which are advanced, paid and readvanced from time to time. Subject to the conditions stated in the 1992 Loan Agreement, all advances made by Lender pursuant to this Mortgage and the 1992 Loan Agreement are obligatory and are secured by this Mortgage and the other Combined Loan Documents and zel such obligatory advances will have the same priority, to the extent permitted by law, as the funds initially advanced on or before the date hereof. The unpaid balance of principal and interest under the Revolving Note secured hereby may at certain times be zero. A zero balance, by itself, does not affect lender's obligations to advance any sums hereunder or under the 1992 Loan Agreement. The interest of Lender hereunder will remain in full force and effect notwithstanding a zero balance of indebtedness under the Revolving Note and the lien of this Mortgage will not be extinguished until all amounts secured hereby have been paid. Under no circumstances, however, shall the total indebtedness secured by this Mortgage exceed the sum of three (3) times the original principal amount of the Notes."

- 8. Paragraph 3.19 of the Mortgage is hereby amended by deleting therefrom the word "Term" in the twelfth line of Paragraph 3.19.
- 9. Paragraph 3.20 of the Mortgage is hereby amended by (a) deleting therefrom the words "the Note" in the seventh line of Paragraph 3.20 and (b) inserting the word "Combined" before the phrase "Loan Documents" in the eighth line of Paragraph 3.20.
- 10. Paragraph 3.25(a) of the Mortgage is hereby amended by deleting therefrom the phrase "for the repayment of the Loan" in the second line of Paragraph 3.25(a) and substituting the word "hereunder" in lieu thereof.
- 11. Faragraph 3.26(b) of the Mortgage is hereby amended by (a) deleting therefrom the word "Note" in the second line of Paragraph 3.26(b) and substituting the word "Notes" in lieu thereof and (b) inserting the phrase "under the Notes" after the word "indebtedness" in the second to last line of Paragraph 3.26(b).
- 12. Paragraph 3.27(b) of the Mortgage is hereby amended by (a) deleting therefrom the word "Note" in the second to last line of Paragraph 3.27(b) and substituting the word "Notes" in lieu thereof, (b) deleting therefrom the word "Loan" in the second to last line of said Paragraph and substituting the word "Loans" in lieu thereof and (c) by inserting the word "Combined" before the phrase "Loan Documents" wherever such phrase appears in Paragraph 3.27(b).
- 13. Paragraph 3.28(b)(ii) of the Nortgage is hereby amended by (a) deleting therefrom the word "Note" in the seventh line and the last line of Paragraph 3.28(b)(ii) and substituting the word "Notes" in lieu thereof and (b) deleting therefrom the word "Loan" in the ninth line thereof and substituting the word "Loans" in lieu thereof.
- 14. Paragraph 4.01(d) of the Mortgage is hereby amended by inserting the word "Combined" before the phrase "Lean Documents" in the second line of Paragraph 4.01(d).
- 15. Paragraph 4.02 of the Mortgage is hereby amended by (a) deleting the word "Note" in the third line of Paragraph 4.02 and substituting the word "Notes" in lieu thereof and (b) inserting the word "Combined" before the phrase "Loan Documents" in the sixth line of Paragraph 4.02.
- 16. Paragraph 4.05 of the Mortgage is hereby amended by (a) deleting the word "Note" wherever is appears in Paragraph 4.05 and substituting the word "Notes" in lieu thereof and (b) inserting the word "Combined" before the phrase "Loan Documents" wherever that phrase appears in Paragraph 4.05.

- 17. Paragraph 4.07 of the Mortgage is hereby amended by inserting the word "Combined" before the phrase "Loan Documents" in the second line of Paragraph 4.07.
- 18 Paragraph 4.07(d) of the Mortgage is hereby amended by deleting the word "Loan" in the fifth line of Paragraph 4.07(d) and substituting the word "Loans" in lieu thereof.
- 19. Paragraph 4.08 of the Mortgage is hereby amended by inserting the word "Combined" before the phrase "Loan Documents" in the fifth line of Paragraph 4.08.
- 20. Paragraph 4.09 of the Mortgage is hereby amended to delete the word "Loan" in the ninth to last line of Paragraph 4.09 and substituting the word "Loans" in lieu thereof.
- 21. Paragraph 4.11 of the Mortgage is hereby amended by deleting therefrom the word "Note" in the eighth and tenth lines of Paragraph 4.11 and substituting the word "Notes" in lieu thereof.
- 22. Paragraph 4.12 of the Mortgage is hereby amended by (a) deleting therefrom the word "Note" in the sixth and twelfth lines of Paragraph 4.12 and substituting the word "Notes" in lieu thereof and (b) inserting the word "Combined" before the phrase "Loan Documents" in the sixth line of Paragraph 4.12.
- 23. Paragraph 4.13 of the Mortgage is hereby amended by deleting the number "77" and substituting the number "110" in lieu thereof.
- 24. Paragraph 5.05 of the Mortgage is hereby amended by deleting therefrom the word "Note" in the third line of paragraph 5.05 and substituting the word "Notes" in lieu thereof.
- 25. Paragraph 5.14 of the Mortgage is hereby amended by (a) deleting the capital "N" at the beginning of Paragraph 5.14 and substituting the following in lieu thereof: "Except as otherwise expressly provided in one or more of the Combined Loan Documents,", (b) deleting therefrom the word "Note" wherever such word appears in Paragraph 5.14 and substituting the word "Notes" in lieu thereof and (c) by inserting the word "Combined" before the phrase "Loan Documents" wherever such phrase appears in paragraph 5.14.
- 26. The Mortgage is hereby amended by adding thereto the following three paragraphs immediately following Paragraph 5.14 of the Mortgage:
 - "5.15 <u>Multi-site Real Estate Transaction</u>. Borrower acknowledges that this Mortgage is one of several mortgages and other security documents (the aforesaid being together called the "Other Security Documents" for purposes of this

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paragraph 5.15 and Paragraphs 5.16 and 5.17 of this Mortgage) which secure the indebtedness evidenced by the Notes. Borrower agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Lender and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Lender of any security for or guarantors upon any of the indebtedness hereby secured, or by any failure, neglect or omission on the part of the Lender to realize upon or protect any of the indebtedness hereby secured or any security therefor including the Other Security Documents. hereof shall not in any manner be impaired or affected by release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the indebtedness hereby secured or of any of the collateral security therefor, including without limitation, the Other Security Documents or of any guarantee thereof, and Lender may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Lender's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the indebtedness hereby secured, except to the extent of payment, or the lien of this Mortgage and any exercise of the rights or remadles of Lender hereunder shall not impair the lien of any of the Other Security Documents or any of Lender's rights and remedies thereunder. specifically consents and agrees that Lander may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

Liens Absolute, Etc. The Borrower acknowledges 5.16. and agrees that the liens and security interests hereby created are absolute and unconditional and shall not in any manner be affected or impaired by any acts of emissions whatsoever of the Lender and, without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by the Lender of any other security for or guarantors upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of the Lender. The lien and security hereof shall not in any manner be impaired or affected by any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the indebtedness hereby secured, or of any collateral security thereof, or of any guaranty thereof, or of any loan agreement executed in connection therewith. In order to realize hereon and to

exercise the rights granted Lender hereby and under applicable law, there shall be no obligation on the part of Lender at any time to first resort for payment to the obligor on any note evidencing any of the indebtedness hereby secured or to any guaranty of any of the indebtedness hereby secured or any part thereof or to resort to any other collateral security, property, liens or any other rights or remedies whatsoever, and Lender shall have the right to enforce this instrument irrespective of whether other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

- 5.17. Direct and Primary Security No Subrogation. The lien and security herein created and provided for stand as direct and primary security for the Notes as well as for any of the other indebtedness hereby secured. No application of any sums received by the Lender in respect of the Mortgaged Property or any disposition thereof to the reduction of the indebtedness hereby secured or any part thereof shall in any manner entitle borrower to any right, title or interest in or to the indebtedness hereby secured or any collateral security therefor, whether by subrogation or otherwise, unless and until all indebtedness hereby secured has been fully paid and satisfied.".
- 20. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby. No reference to this Amendment need to be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.
- 21. This Amendment is executed by First Chicago Bank of Ravenswood, not personally but as Trustee as aforesaid In the exercise of the power and authority conferred upon and vested in it as such trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Bank personally to pay the Notes or any interest that may accrue thereon or any other indebtedness by the enforcement of the lien hereby created in the manner provided herein and in the Notes, or by action against any

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other security given to secure the payment of the Notes or by action to enforce the personal liability of the guarantors of the Notes, if any.

IN WITNESS WHEREOF, Borrower has executed this Amendment as of the date and year first above written.

ATTEST:

FIRST CHICAGO BANK OF RAVENSWOOD, as

Trustee as aforesaid

Trust Officer

THE LAKESHORE CENTRE, an Illinois limited partnership

General Partner

First Chicago Trust Company of Illinois is the Successor Trades to Flut Chicago Bank of Revenence of leave legite and at Bank of Ravenswood and all rather many win the document to Bank of Ravenswood shad his class and to mean First Chicago Trust Company of Illinois.

Kaiser Equities, an Illinois limited partnership, General Partner

Lakeshore Racquet Club, By: Inc., an Illinois corporation, its General

Partner

BY:

President

COUNTY OF COOK)
The undersigned, a notary public In and for said County, in the State aforesaid, DO HEREBY CERTIFY that WARTIN S. EDWARDS, who is personally known to me to be the Senior Vice-President of First Chicago Bank of Ravenswood and Mario V. Gotanco personally known to me to be the Trust Officer of said Bank, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 22nd day of October, 1992.
My Commission Expires:
"OFFICIAL SEAL"
Notary Public, State of Illinois My Commission Expires 1/17/96
"OFFICIAL SEAL" Jacklin Isha Notary Public, State of Illinois My Commission Expires 1/17/96

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STATE OF ILLINOIS SS COUNTY OF COOK

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Jeffrey S. Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument as General Partner of The limited partnership Illinois Lakeshore Centre. an "Partnership"), appeared before me this day in person and ree in the fast a the fast at acknowledged that he signed and delivered such instrument as his own free and voluntary act, in the capacity set forth above, and as the free and voluntary act of the Partnership, on behalf of which he was executed the foregoing instrument as a general partner, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this /OW day of

My Commission Expires:

92344254

STATE OF ILLINOIS COUNTY OF COOK

SS

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Jordon Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Lakeshore Racquet Club, Inc., an Illinois Corporation, sole general partner of Kaiser Equities, an Illinois limited partnership and a general partner of the The Lakeshore Center, an Illinois limited partnership (the "Partnership"), appeared before me this day in person and acknowledged that he signed and delivered such instrument of his own free and voluntary act, in the capacity set forth above, and as the free and voluntary act of the Partnership, on behalf of which he has executed the foregoing instrument as part.
rship,

and notarial

Wanda J.

Notary Publ. President of the sole general partner of a partnership which is a general partner of the Partnership, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this $\frac{28^{79}}{}$ day of October, 1992.

My Commission Expires:

OFFICIAL BEAL Notary Public, State of Minok My Commission Expires August 14, 1993

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EXHIBIT "A"

Legal Description of Premises

PARCEL 1:

That part of Lots 6 and 7 (taken as a tract) in the County Clerk's Division of Block 43 in Sheffield's Addition to Chicago, in the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of the aforesaid Lot 7; thence North on the West line of said Lot 7 to the Northwest corner thereof; thence South 89 Degrees 41 Minutes 24 Seconds East along the South line of West Altgeld Street, 137.89 feet; thence Southerly 62.36 feet along the arc of a circle convex to the West, having a radius of 2700.51 feet, and whose chord bears South 01 Degrees 00 Minutes 41 Seconds West to a point; thence South 00 Degrees 14 Minutes 05 Seconds West 533.61 feet along a line tangent to the last described arc to the North line of West Fullerton Avenue; thence North 89 Degrees 39 Minutes 57 Seconds West along said North line 134.60 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Lot 8 described as follows: Beginning at the Southeast corner of said Lot 8 and extending North along the East line or said Lot 8, 362.33 feet; thence West 32 feet; thence South parallel with the East line of said Lot 8, a distance of 362.33 feet to the South line of said Lot 8; thence East along the South line of said Lot 8, to the place of beginning; in County Clark's Division of Block 43 in Sheffield's Addition to Chicago, In Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That part of the County Clerk's Division of Block 43 in Sheffield's Addition to Chicago, in the South West 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at the South West corner of Lot 7 in the aforesaid County Clerk's Division; thence South 89 Degrees 39 Minutes 57 Seconds East, along the North line of West Fullerton Avenue, 158.10 feet to the point of beginning, of the tract herein described; thence North 0 Degrees 14 Minutes 05 Seconds East 533.67 feet; thence Northeasterly 62.32 feet along the arc of a circle, convex

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Northwesterly, having a radius of 2277.01 feet, tangent to the last described line, and whose chord bears North 1 Degrees 01 Minutes 08 Seconds East 62.32 feet to a point on South line of West Altgeld Street, said point lying South 89 Degrees 41 Minutes 24 Seconds East 161.39 feet from the North West corner of Lot 7 in the aforesaid County Clerk's Division; thence South 89 Degrees 41 Minutes 24 Seconds East, along the South line of West Altgeld Street, 21.04 feet to the North West corner of Lot 64 in Thomas Goode's Subdivision of part of the South 1/2 of Block 43 of the aforesaid Sheffield's Addition to Chicago; thence South O Degrees 00 Minutes 02 Seconds East, along the West line of Lot 64, a distance of 495.96 feet to the South West corner of said Lot; thence South 89 Degrees 40 Minutes 12 Seconds East, along the South line of the aforesaid Lot 64 and the South line of a 16 foot public alley, 50.00 feet to the North West corner of Lot 47 in the aforesaid Thomas Goode's Subdivision; thence South 0 Degrees 00 Minutes 02 Seconds East, along the West line of Lot 47 aforesaid, 100.04 feet to the South West corner of said Lot; thence North 89 Degrees 39 Minutes 57 Seconds West, along the North line of West Fullerton Avenue, 753 feet to the hereinabove described point of beginning, in Cook County, Illinois.

PARCEL 4:

Lot 64 in Thomas Goode's Subdivision of part of the South 1/2 of Block 43 of Sheffield's Addition to Chicago of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

That part of the County Clerk's Division of Block 43 in Sheffield's Addition to Chicago, in the Southwest 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of Lot 7 in the aforesaid County Clerk's Division; thence South 89 degrees 39 minutes 57 seconds East, along the North line of West Fullerton Avenue 134.60 feet to the point of beginning of the tract herein described; thence continuing South 89 degrees 39 minutes 27 seconds East along the North line of West Fullerton Avenue, a distance of 23.50 feet; thence North 0 degrees 14 minutes 05 seconds East 533.67 feet; thence Northeasterly 62.32 feet along the arc of a circle, convex Northwesterly, having a radius of 2277.01 feet, tangent to the last described line, and whose chord bears North 1 degree 01 minutes of seconds East 62.32 feet to a point on the South line of West Altgeld Street, said point lying South 89 degrees 41 minutes 24 seconds East 161.39 feet from the Northwest corner of Lot 7 in the aforesaid County Clerk's Division; thence North 89 degrees 41 minutes 24 seconds West, along the South line of West Altgeld Street, a distance of 23.50 feet; thence Southerly 62.36 feet along the arc of a circle convex to the West, having a radius of 2300.51 feet, and whose chord bears South 1 degree 00

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minutes 41 seconds West to a point; thence South 0 degrees 14 minutes 05 seconds West 533.61 feet along a line tangent to the last described arc to a point on the North line of West Fullerton Avenue, said point being the hereinabove described point of beginning, in Cook County, Illinois.

Commonly known as:

1320 West Fullerton Chicago, Illinois

Permanent Tax Numbers:

900 M. Ox

14-29-321-037

(Affects part of Parcel 1)

14-29-321-038

(Affects part of Parcel 1)

14-29-321-036 (Affects Parcel 2)

14-29-321-042 (Affects Parcel 3)

> 1(-25-321-007 (Affects Parcel 4)

14-29-321-041 (Affects Farcel 5)

PARCEL 6:

That part of the East Half of the Southwest Quarter of Section 29, Township 40 North, Range 14, East of the Third Frincipal Meridian, described as follows: beginning at the Southeas' corner of Lot 25 in the Subdivision of that part of Lot 13 in County Clerk's Division of Block 43 in Sheffield's Addition to Chicago, lying West of the right of way of the Chicago and Evanston Railroid and East of Ward Street; Thence Northeasterly along the Easterly line of said Subdivision, being a curved line convex Southeas carly and having a radius of 1407.69 feet for an arc distance of 311.68 feet (the chord of said arc having a bearing of North 28 degrees 39 minutes 39 seconds East); Thence South 89 degrees 34 minutes 40 seconds East 72.29 feet to the Westerly line of Adolf Kuecken's Addition in Chicago in the Southwest Quarter of Section 29 aforesaid, being the Easterly right of way line of the Chicago, Milwaukee and St. Paul Railroad; Thence Southerly along said Easterly right of way line being a curved line convex Westerly and having a radius of 1447.69 feet for an arc distance of 275.74 feet to the Southwest corner of Lot 2 in said Adolf Kuecken's Addition in Chicago (the chord of said arc having a bearing of South 6 degrees 44 minutes 40 seconds West); Thence North 89 degrees 41

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minutes 30 seconds West along the North line of Altgeld Street, 189.14 feet to the point of beginning (excepting from the above described tract that part lying West of the Southerly extension of the East line of Lot 21 in the Subdivision of that part of Lot 13 in County Clerk's Division aforesaid) in Cook County, Illinois.

Property commonly located near the northeast corner of West Altgeld and North Wayne, Chicago, Illinois.

Permanent Index Number:

Topology of Colling Clark's Office (Affects Parcel 6 and other property)