

THE AMERICAN INSTITUTE OF ARCHITECTS

PREMIUM SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE



DEPT-D1 RECORDING T#0012 TRAN 3886 06/13/94 13:51:00 43697 4 SK *-94-518370

COOK COUNTY RECORDER

KETHEN TO:

AIA Document A312

Bond #B2421386

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erformance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Gencon Building Corporation 810 Arlington Heights Rd. Itasca, IL 60143

SURETY (Name and Principal Place of Business): Reliance Insurance Company 4 Penn Center Plaza Philadelphia, PA 19103

OWNER (Name and Address):

Wal-Mart Stores, Inc.

Dept. 8702, 701 S. Walton Blvd. Bentonville, Arkansas

CONSTRUCTION CONTRACT

Date:

April 4, 1994

Amount:

\$4,304,186.00

Description (Name and Location):

Construction of new Wal-Mart Store #2204

Forest Park, IL

BOND

June 6, 1994 Date (Not earlier than Construction Contract Date):

Amount: *Four Million Three Hundred Four Thousand One Hundred Eighty Six & No/100*

Modifications to this Bond:

X None

SURETY

☐ See Page 3

CONTRACTOR AS FRANCIPAC

Company:

Gencon Building

(Corporate Seal)

Company:

other party):

Reliance Insuran

(Corporate Seal)

Signature: Name and Title

Valrose, President Name and Title:

Signature:

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or

Robert Keith and Associates, Inc.

BSW International

1750 N. Washington St., Unit C Naperville, IL 60563

One W. Third St.

Tulsa, OK 74103

(708) 955-0010

Property of Cook County Clerk's Office

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

Manual Control

- 2. If the Contractor performs the Construction Contract, the Surely and the Contractor shall have no obligation under this flond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is an Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than inteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor. Default; and
 - 3.2 The Owner has declared a Contractor Del juli and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Starparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surely in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract: or
 - **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for

- which it may be hable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- Deny liability in whole or in part and notity the Owner citing reasons theretor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond litteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has defined liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and it the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay cost; resulting from the Contractor's Default, and resulting from the actions or tailure to act of the Surety under Paragraph 4; and
 - **6.3** Liquidated famages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are intrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of actions hall account of this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period or limitation avail-

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A STATE OF THE STA

able to surelies as a detense in the jurisdiction of the suit shall be applicable.

- 10 Stotice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND AREAD FOLLOWS:

94518370

CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title; Address:		Signature:Name and Title: Address:	

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

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A CONTRACTOR

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Bond #B2421386

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Gencon Building Corporation 810 Arlington Heights Rd.

Itasca, IL 60143

SURETY (Name and Principal Place of Business):

Reliance Insurance Company 4 Penn Center Plaza

Philadelphia, PA 19103

OWNER (Name and Address):

Wal-Mart Stores, Inc.

Dept. 8702, 701 S. walton Blvd. Bentonville, Arkanses

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April 4, 1994 Date:

\$4,304,186.00 Amount:

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Forest Park, IL

Date (Not earlier than Construction Contract Date):

June 6, 1994

Amount: *Four Million Three Hundred Four Thousand One Hundred Righty Six & No/100*

Modifications to this Bond:

X None

See Page 6

CONTRACTOR AS PRUM

Company:

Gencon Buildi

(orporate Seal)

Company:

SURETY

(Corporate Seal)

Reliance

Signature: .

Name and Title:

Signature: Name and Title:

Malley, Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or

other party): Robert Keith and Associates, Inc.

BSW International

1750 N. Washington St., Unit C

One W. Third St.

Naperville, IL 60563

Tulsa, OK 74103

(708) 955-001C

ALA DOCUMENT AUTZ - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED. - ALA 8 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

A312-1984

Property of Coot County Clert's Office

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor.
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Detends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tenured defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all suns due
- 4 The Surety shall have no obligation to Cizimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
 - 6.2 Pay or arrange for payment of any undisputed amounts
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond coor than in a court of competent jurisdiction in the localization in the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3—or (2) on which the last labor or service was performed by a lyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

5

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

94518370

(Space is provided below for additional	al signatures of added	parties, other than those appear	aring on the cover page.)
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title: Address:	· .	Signature: Name and Title: Address:	

Property of County Clerk's Office

#2493.L

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UNOFFICIAL COPY RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Mark R. Malley, Stephen J. Leite and Daniel E. Baumgarten, individually, of Naperville, Illinois

its true and lewful Attorney-in-Fact, to and undertakings of Su	meke, execute, seal and deliver for and on	its behalf, and as its act and deed—any and all bonds—
and under differences of July		
and to had the BELLANCE INCIDE	ANCE COMPANY should as fully and to	the same extent as if such bonds and undertakings and other writer
obligatory in the native thereof were		IANCE INSURANCE COMPANY and socied and attested by one other
	ted under and by authority of Article VII o ivisions are now in full force and effect, rea	f the By-Laws of RELIANCE INSURANCE COMPANY which becar sing as follows:
0)	ARTICLE VII - EXECUTION OF BON	DS AND UNDERTAKINGS
or other officer designated by the Boa on behalf of the Company, bonds and	rd of Directors shall have power and author	y Senior Vice President, any Vice President or Assistant Vice Preside rity to (a) appoint Attorneys-in-Fact and to authorize them to execu- indemnity and other writings obligatory in the nature thereof, and (ity given to him.
and deliver on behalf of the Company, I	ounds and undertal ind), recognizances, cont	ns and limitations of the power of attorney issued to them, to executivets of indemnity and other writings obligatory in the nature thereognizances, confracts of indemnity and other writings obligators,
	undertakings and they shall also have going	ts required to be attached to bonds, recognizances, contracts of inder r and authority to certify the financial statement of the Company an
		y of the following Resolution adopted by the Board of Directors (979, at which a quorum was present, and said Resolution has not be
attorney or any certificat signatures or factimile sa	e relating thereto by facsimile, and any suc al shell be valid and binding upon the Com acsimile seel shell be valid and binding upon	rail of the Company may be affixed to any such power of the power of attorney or certificate bearing such facsimile pany and any (20) power so executed and certified by a the Company in the future with respect to any bond or
IN WITNESS WHEREOF, the RELIAN be hereto affixed, this 13th day		nese presents to be signed by its. Vice President, and its corporate shall
		PELIANCE INSURANCE CO'NPANY, Sice President
STATE OF Pennsylvania COUNTY OF Philadelphia	}	94518370
On this 13th day of	October . 1992. personally	eppeared Charles B. Schmalz
	corporation thereto, and that Article VII,	ANY, and acknowledged that he executed and attested the foregoin Section 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, and 3 of the By-Lays of said Company and the Resolution 1, 2, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3,
My Commission Expires:	NOTAPIAL SEAL SANDRA M. LERARIO, NOTAY PUBLIC	Mindra III. Service
, 19	City of Philadelphia, Phila County My Commission Expens Acc. 10, 1956	Notary Public in and for State of Pennsylvania
•	200 000 0 1950	Resigning at Philadelphia
Anita Zippert and foregoing is a true and correct cop effect.	y of a Power of Attorney explained by said	LIANCE INSURANCE COMPANY, do hereby certify that the above ELIANCE INSURANCE COMPANY, which is still in full force and

IN WITNESS WHEREOF, I have hereunto a

Property or Cook County Clerk's Office

SURETY COMPANY ACKNOWLEDGMENT

		. Com that House Our Chouse M.		
STATE OF ILL COUNTY OF DE	UPAGE) ss:		
of the Reliance which executed the that the seal arfixed	SURETY CO above instrum to said instrum d of directors	in year 1994, before me personally came in, who, being by me duly sworn, did depose and say, ILLINOIS; that he is the ATTORNEY-IN-FACT OMPANY, the corporation described in and nent; that he knows the seal of said corporation; ment is such corporate seal; that it was so affixed of said corporation, and that he signed his name		
	Ox			
	atica	a Kathlein Carney		
	Note	Public (
	\$ PA \$ NO \$ MI	OFFICIAL SEAL TANNEY ATRICIA & THEEN TANNEY BOTARY PUBLIC STATE OF ILLINOIS Y COMMISSION EXPIRES 6/18/95		
(When the principal i	s a corporatio	in the following acknowledgment should be used)		
	•	Survivors of a contract of a c		
STATE OF	`			
COUNTY OF) ss:			
On this 171 day o	Eleur	in the year / prof., before me personally		
sworn, did depose and	I say that he re	esides in to the known, who being by me duly		
is the PARSIDENT	of	the Gowcod Bestout Chammet 201		
the corporation described in and which executed the foregoing instrument; if it he knows the seal of said corporation; that the seal affixed to said instrument is				
are and the sear of s	aru teri min alisi	BB. IBBLISH SPALATTIYAD IO COID INCIMUMANA		
such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.				
. The bluet,				

OFFICIAL SEAL*
MARY W. REESE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-2-96

Serry Of Cook County Clerk's Office

Utficial Seal:

MARY W RESSE

NOTARY PURCE, STATE OF HELINOIS

MY COMMISSION EXPIRES 9-2-96

DESCRIPTION

DESCRIPTION: PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER, THENCE NORTH OD DEGREES 03 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER 1,344.43 FEET TO A POINT 1,319.20 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER, THENCE SOUTH 89 DECREES 56 MINUTES 50 SECONDS WEST 461.15 FEET TO A POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DECREES 56 MINUTES 50 SECONDS WEST 1,007.90 FEET, TO THE EASTERLY LINE OF THE HIGHWAY LEADING FROM HARLEM TO KELLOG'S TAVERN SO CALLED, THENCE NORTH 07 DEGREES 48 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE 572.26 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 593.74 FEET, THENCE SOUTH 30 DEGREES 42 MINUTES 22 SECONDS EAST 588.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.422 ACRES MORE OR LESS.

DESCRIPTION: PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIUMAN, COOK COUNTY, ILLINOIS DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH DO COMMENCING AT THE SOUTHEAST CORNER OF \$40 NORTHWEST QUARTER, THENCE NORTH OO DEGREES 03 MINUTES 05 SECONDS EAST 1,344,43 FEET ALONG THE EAST LINE OF SAID QUARTER TO A POINT 1,319,20 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER, THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST (1,469.05 FEET) TO THE EASTERLY LINE OF THE HIGHWAY LEADING FROM HARLEM TO KELLO 3'S TAVERN, SO CALLED, THENCE NORTH 07 DEGREES 48 MINUTES 00 SECONDS EAST 572.26 FLET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, THENCE CONTINUING NORTHEASTERLY 274.20 FEET ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 545.73 FEET, THENCE SOUTH 00 DEGREES 0% MINUTES 00 SECONDS EAST 271.68 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 50 SICONDS WEST 582.95 FEET TO THE POINT OF BEGINNING, CONTAINING 3.52 ACRES MORE OR LEGS. 14'50 OFFICO

P. I.D. 15-29-101-017 15.24-101-016