#### FIFTH MODIFICATION AGREEMENT

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This FIFTH MODIFICATION AGREEMENT dated as of April 1, 1994 (the "Fifth Modification"), by and between 4500 KOLIN LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), 4500 KOLIN CORFORATION, an Illinois corporation (the "General Partner"), ALAN GITLES, KEITH GILES, EDWARD NASSBERG and KENNETH GROSS (collectively, the "Individual Guarantors"), and LASALLE NATIONAL BANK, a national banking association, successor by merger to the Exchange National Bank of Chicago (the "Bank");

#### WITNESSETH:

WHEREAS, the Mortgagor, the General Partner, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Construction Loan Agreement dated as of March 1, 1989 (the "Loan Agreement"), by and between the Mortgagor and the Bank;
- (ii) Construction Laws Mortgage Note dated March 1, 1989 (the "Note"), from the Wortgagor to the Bank in the original principal amount of Two Hillion Four Hundred Eight Thousand and 00/100 Dollars (\$2,408,000.00);
- (111) Construction Loan Mortgue and Security Agreement dated as of March 1, 1989, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 27, 1989, as Document No. 89130108;
- (iv) Construction boan Mortgage and Security Agreement dated as of March 1, 1989, from the Mortgager to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 27, 1989, as Document No. 89130109; and
- (v) Construction Loan Guaranty of Payment and Performance dated as of March 1, 1989, from the General Partner and the Individual Guarantors to the Bank; and

This Document Prepared by and after Recording, Return to:

Gary K. Fordyce, Esq. ABN AMRO North America, Inc. 135 South LaSalle Street Room 325 Chicago, Illinois 60603 Permanent Tax Index Numbers:

19 · 03 - 400 - 096 - 0000 19 - 03 - 400 - 188 - 0000

Address of Premises:

4500 South Kolin : Chicago, Illinois

BOX 333-CTI

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WHEREAS, the Documents were previously modified and amended by (i) that certain Modification Agreement dated as of April 1, 1991 (the "First Modification"), by and among the Mortgagor, the General Partner, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 21, 1991 as Document No. 91301585, (11) that certain Second Modification Agreement dated as of October 1, 1991 (the "Second Modification"), by and among the Mortgagor, the General Partner, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook/County, Illinois on November 26, 1991 as Document No. 91622368, (iii) that certain Third Modification Agreement dated an of April 1, 1992 (the "Third Modification"), by and among the Mortgagor, the General Partner, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Doods, of Cook County, Illinois on May 29, 1992, as Document No. 92373022; (iv) that certain letter agreement dated January 26, 1993 (the "First Letter Agreement"), from the Bank to, and accepted January 27, 1993, by the Mortgagor, the General Partner and the Individual Guarantors, (v) that certain Fourth Modification Agreement dated as of April 1, 1993 (the "Fourth Moddalcation"), by and among the Mortgagor, the General Partner, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 14, 1993 as Document No. 93365015, and (vi) that certain letter agreement dated January 26, 1994 (the "Second Letter Agreement"), from the Bank to the Mortgagor, and accepted by Mortgagor, the General Partner and the Individual Guarantors (the First Modification, the Second Modification, the Third Modification, the First Letter Agreement, the Fourth Modification and the Second Letter Agreement being collectively referred to herein as the "Previous Modifications"; and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit "A" attached hereto and the personal property located thereon; and

WHEREAS, the parties hereto desire to make certain modifications and amendments to the Documents, as proviously modified and amended by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals Part of Fifth Modification: Reference to Documents. The foregoing recitals are hereby incorporated into and made a part of this Fifth Modification. Except as otherwise stated herein, all references in this Fifth Modification to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

- 2. Extension of Maturity Date. The parties acknowledge that pursuant to the option to extend the maturity date of the loan which is evidenced and secured by the Documents (the "Loan") described in the Third Modification, the maturity date of the Loan, as previously extended by the Previous Modifications, was extended from October 1, 1992, to April 1, 1993. The maturity date of the Loan was further extended from April 1, 1993, to April 1, 1994 pursuant to the Fourth Modification. The maturity date of the Loan is hereby further extended from April 1, 1994, to October 1, 1995, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "April 1, 1994" is hereby changed to "October 1 1995" each time it appears in the Documents, as modified and amended by the Previous Modifications. In connection with such extension of the maturity date of the Loan, the parties comowledge and agree that:
  - (a) The Morragor shall pay to the Bank a non-refundable extension fee in the amount of \$13,180.00, due and payable by the Mortgago upon the execution of this Fifth Modification;
  - (b) The Mortgagor about pay to the Bank on the first day of each month installments of interest only on the principal balance of the Note outsconding from time to time, and a final installment equal to the total principal balance of the Note outstanding, plus all account and unpaid interest thereon, on October 1, 1995.
  - (c) For purposes of this extension only, the requirements of Section 5 of the Third Modification shall be applied only upon written notice from the Bank to the Mortgagor, after which notice the requirements of said Section 5 of the Third Modification shall remain in full force and offect until the bean is repaid in full. After receiving each written notice, the Mortgagor shall deposit on such large an specified by the Bank, any amounts required to be deposited pursuant to the formula described in Section 5 of the Third Modification into Account No. 4006737508 held by the Bank in the name of the Mortgagor. Without limitation on the generality of the foregoing, the Mortgagor shall at any time and from time-to-time deposit any amounts into said Account No. 4006737508 which the Bank deems necessary to satisfy the formula described in Section 5 of the Third Modification.

All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 2.

3. Amendment to Note. The Note is hereby amended and modified by deleting the second grammatical paragraph of the Note, which paragraph was inserted pursuant to the Second Modification, replaced pursuant to the Third Modification, and again replaced pursuant to the Fourth.

- 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Fifth Modification to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.
- 5. Additional Collateral. In addition to the collateral pledged to the Bank pursuant to the Documents, the Loan shall also be secured by the collateral pledged to the Bank pursuant to that certain Pledge Agreement dated as of April 1, 1994 between Edward Nassberg and the Bank and that certain Pledge Agreement dated as of April 1, 1994 between Kenneth Gross and the Bank.
- Pocuments to Remain in Effoct: Confirmation of Obligations: References. The Documents shall remain in full force and ercect as originally executed and delivered by the parties, except as previously modified and amended by the Provious Modifications and as expressly modified and amended by this Fifth Modification. The Mortgagor, the General Partner and the Individual Guarantors hereby (i) confirm and reaffirm all of their respective obligations under the Documents, as previously modified and amended by the Previous Modifications and as further modified and amended by this Fifth Modification; (ii) acknowledge and agree that the Bank, by entering into this Fifth Modification, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or every of default under any of the Documents, or any rights or remedice under any of the Documenta; and (iv) acknowledge that they do not have any defense, set off or counterclaim to the payment or performance of any of their obligations under the documents, as previously modified and amended by the Previous Modificacions and as modified and amended herein. All references in the Documents to any one or more of the Documents, as previously modified and amended by the Previous Modifications and or to the "Loan Documenta", shall be deemed to refer to such Document, Documents or boan Documents, as the case may be, as previously madified and amended by the Previous Modifications and as further modified and amended by this Fifth Modification.
- 7. Certifications, Representations and Marranties. In order to induce the Bank to enter into this Fifth Modification, the Mortgagor, the General Partner and the Individual Guaranters hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereoff in all material respects, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Fifth Modification.
- 8. Entire Agreement. This Pifth Modification sets forth all of the covenants, promises, agreements, conditions and

understandings of the parties relating to the subject matter of this Fifth Modification, and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than as are herein set forth.

- 9. Successors. This Fifth Modification shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- 10. Severability. In the event any provision of this fifth Modification shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render amenforceable any other provision hereof or of the Documents, as previously modified and amended by the Previous Modifications.
- 11. Americaents, Changes and Modifications. This Fifth Modification may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

#### 12. Construction.

- (a) The words "hereoi", "herein", and "hereunder" and other words of a similar import rever to this Fifth Modification as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this Fifth Modification are to the designated Sections and other subdivisions of this Fifth Modification as originally executed.
- (c) The headings of this Fifth Modification are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- 13. Execution of Counterparts. This Fifth Modification may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 14. Governing Law. This Fifth Modification is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

> 4500 KOLIN LIMITED PARTNERSHIP, an Illinois limited partnership

4500 KOLIN CORPORATION, an My:

Tillioli corporation

ins: Gonogal Partug

By: Namo: Title: \_\_PM

4500 KOLIN CORPORATION, an Illinoin Marodaop

DOOP OF CONT. By: Name: Keil

EDWARD NASSBEFG

LASALLE NATIONAL BANK, successor by merger to The Exchange National Bank of Chicago

By: Name:

Title: Cmm

58330 t:

GKF:lw C61441.AGR June 17, 1994

STATE OF ILLINOIS
COUNTY OF COOK
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kith Kills, the President, of 4500 KOLIN
CORPORATION, an Illinois corporation, the general partner of 4500 KOLIN LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such the land
own free and voluntary act, as the free and voluntary act of said
corporation and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $39$ day of June, 1994.
minimum () ()
"OFFICIAL SEAL"  RAE RIVERO  Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/10/96 My Commission Expires:
0/13/10/96
STATE OF ILLINOIS )
COUNTY OF COOK )
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that with of 4500 KOLIN CORPORATION, an Ellinois corporation, who is personally known to
me to be the same nerson whose name is subscribed to too
foregoing instrument, appeared before me this day in person and severally acknowledged that as such the signed and delivered the said instrument as his own free and
signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said corporation,
for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this A day of June, 1994.
"OFFICIAL SEAL"  NOUNTY Public  RAE RIVERO
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires: MY COMMISSION EXPIRES 12/10/96
12/10/96

## 94583307

#### UNOFFICIAL COPY.

STATE OF ILLINOIS )	
COUNTY OF COOK )	
in the State aforesaid, DO HE is personally known to me to be subscribed to the foregoing day in person and acknowledged said instrument as his own from and purposes therein set forth	
	nogarial seal this day of June
1994.	
9	Notary Public
Ox	My Commission Expires:
Co	
	T <sub>C</sub>
STATE OF ILLINOIS ) COUNTY OF COOK )	County Co

The undersigned, a Notary Public in and For the said County, in the State aforesaid, DO HEREBY CERTIFY that KLITH GILES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of June, 1994.

"OFFICIAL SEAL"

RAE RIVERO

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/96

Notary Public

My Commission Expires:

13/10/96

# 94583307

## UNOFFICIAL COPY

STATE OF CLLATHOES COUNTY OF COOK

The undersigned, a Notary Public in and for the maid County, in the State aforemaid, DO HERRHY CERTIFY that EDWARD NASSBERG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial moal thin  $\mathbb{R} \mathscr{L}_{+}$  day of June, 1994.

"OFFICIAL SCAL"
FIAE FIVERO
NOTARY PUBLIC, STATE OF ILLING'S
MY COMMISSION FXPIRES 12/10/96

Notary Public

My Comminaton Expires:

12/10/96

STATE OF ILLINOTS )
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH GROSS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and derivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of June, 1994.

"OFFICIAL SEAL"
RAE RIVERO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/96

Notary Public

My Commission Expires:

12/10/94

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STATE OF ILLINOIS )
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN BERCHORST, a Commercial Banking Officer, of LASALLE NATIONAL BANK, a national banking association who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Commercial Banking Officer, he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of June,

"OFFICIAL SEAD"
FIAE FIVEFIO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/96 (

Notary Public Ciero

My Commission Expires:

Colly Colly

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PARCEL 1:
THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2
AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND
MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID CIRCUIT
COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 BOUNDED AND DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 45TH STREET (A PRIVATE STREET) SAID SOUTH LINE OF WEST. 43TH STREET BEING 1366.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 3 HEREINAFTER DEFINED, SAID POINT BEING 1.93 FEET EAST OF THE NORTH AND SOUTH CENTER MANE OF SECTION 3 (HEREINAFTER DEFINED); THENCE EAST ALONG SAID SOUTH LINE OF WEST 43TH STREET TO A POINT ON THE WEST LINE OF SOUTH ROLIN AVENUE (A PRIVATE STREET) SAID WEST LINE BEING 236.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3: THENCE SCUTE ALONG SAID WEST LINE OF SOUTH KOLIN AVENUE TO A POINT IN A LINE 1664,32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND VEST CENTER LINE OF SECTION 3: THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE TO A POINT 201.07 FEET WEST OF THE SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH EASTERLY ALONG A STRAIGHT LINE TO A POINT IN A LINE 1.93 FEET EAST OF AND PURALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3. SAID POINT BEING 1644.22 FEET SOUTH OF SAID EAST AND WEST CENTER LINE, THENCE NOTIF ALONG LAST DESCRIBED PARALLEL LINE 277.9 FEET MORE OR LESS TO THE POINT OF BEGINNING

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PARCEL 2: THAT PART OF LOT 'B' IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSRIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN OFFICE OF RECORDS OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 IN BOOK 67 OF PLATS PAGE 44 45 DOCUMENT 1530529 BEING AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 45TH STREET (A PRIVATE STREET) SAID SOUTH LINE OF VEST 45TH STREET BEING 1366.32 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTER LINE OF SECTION 3 SAID POINT BEING 458.07 FEET WEST OF NORTH AND SOUTH CENTER LINE OF SECTION 3: THENCE EAST ALONG SAID SOUTH LINE OF WEST 45TH STREET TO A POINT IN A LINE PARALLEL TO AND 1.93 FEET (A)T OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 1644.22 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3: THENCE SOUTHWESTERLY TO A POINT IN A LINE 1666.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND VEST CENTER LINE OF SECTION 3, SAID POINT BEING 201.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT OF CURVE 552.97 FEET WEST OF SAID HORTH AND SOUTH CENTER LINE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 326.85 FEET AN ARC DISTANCE OF 131.21 FEET MORE OR LESS TO A POINT OF COMPOUND CURVE 1640.34 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 680.53 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE CONTINUING NORTHWESTERLY ALONG & CURVE COVVEX

94583307

TO THE SOUTH VEST HAVING A RADIUS OF 755.49 FEET AN ARC DISTANCE OF 65.93 FEET MORE OR LESS TO A POINT 1611.96 FEET SOUTH OF SAID EAST AND VEST CENTER LINE AND 739.85 FEET VEST OF SAID NORTH AND SOUTH CENTER. LINE; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH VEST HAVING A RADIUS OF 310.62 FEET AN ARC DISTANCE OF 151.60 FEET MORE OR LESS TO A POINT IN A LINE PARALLEL TO AND 1648.32 FEET SOUTH OF SAID EAST AND VEST CENTER LINE SAID POINT BEING 594.24 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE PARALLEL TO AND 458.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING;

#### ALSO

PARCEL 3:
THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2
AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND
HICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO
THE PLAT OF SAID STRUIT COURT PARTITION RECORDED IN THE OFFICE OF THE
RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 ON APRIL
29, 1897, AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 458.07 FEET VEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE VESTERLY SOUNDARY LINE OF THE PREHISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE TATA TRUSTEZS OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED JANUARY 7, 1947 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, INLINOIS ON FEBRUARY 6, 1947 IN BOOK 41948 AT PAGE 150 AS DOCUMENT 13990515; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION VITE A LINE PARALLEL TO AND 1648.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3: THENCE WEST ALONG LAST DESCRIBED PARALLEL LING TO A POINT 194.24 FEET WEST OF SAID HORTH AND SOUTH CENTER LINE OF SECTION 2: THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTH VEST, MAVING A RADIUS OF 310.62 FEET, AN ARC DISTANCE OF 151.80 FEET, MORE OF 1558, TO A Point 1611.96 FEET south of said east and vest center 2002 of section 3 AND 739.85 FRET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3. THE TWO LAST MENTIONED COURSES BEING THE NORTHERLY AND NORTHEASTERLY BOUNDARY LINE, AT THIS POINT OF THE SAID PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL HANUFACTURING DISTRICT BY DEED DATED JANUARY 7, 1947 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, ON FEBRUARY 6, 1947 IN BOOK 41948 AT PAGE 150 AS DOCUMENT 13990515; TRENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, CONVEX TO THE SOUTH VEST HAVING A RADIUS OF 310.62 FEET AN ARC DISTANCE OF 267.89 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE, AT THIS POINT, OF THE

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PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO, BY DEED DATED MARCH 6. 1951. AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 8, 1951, IN BOOK 46556, AT PAGE 458 AS DOCUMENT 15026337, SAIT POINT OF INTERSECTION BEING 1405.38 FEET SOUTH OF SAID EAST AND VEST CENTER LINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST 45TH STREET; THENCE EAST ALONG THE SOUTH LINE OF VIEST 45TH STREET TO THE POINT OF BEGINNING

AME FOREGOING DESCRIPTIONS ARE BASED ON THE FOLLOWING DEFINITIONS:

WEST JORTY-FIFTH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND LYING IN LOT 'B' OF THE SUBDIVISION RECORDED ON APRIL 29, 1897 IN BOOK 67 OF PLATS PAGE 44 AS DOCUMENT 2530529, WHICH IS 66 FERT IN WIDTH, EXTERDING VESTERLY FROM THE WEST LINE OF SOUTH KOLIN AVENUE EXTENDED NORTHERLY (SAID WEST LINE OF SOUTH KOLIN AVENUE BEING 236.93 FEET EAST OF AID PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3), TO THE VESTERLY SOUNDARY LINE (WHERE SAME EXTENDS ACROSS THE 66 FORT STRIP) OF A PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND IMILANA RAILROAD COMPANY TO THE FIRST NATIONAL SANK OF CHICAGO. BY DEED DATED MARCH 6, 1951 AND PACORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 5, 1951 IN BOOK 46556 AT PAGE 458 AS DOCUMENT 15026337, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF THE MAST AND WEST CENTER LINE OF SECTION 3 THE MORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STAID.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE CAST LINE OF SAID SECTION 3 MEASURED 2597, 19 FEET SOUTH OF THE NORTH ELAT CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH FLAT CORNER OF SAID SECTION 3. TO A POINT ON THE WEST LINE OF SAID SECTION 3 HEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH OF THE SOUTH VEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION SAID MEASURED 2642 AA FEET PART FROM THE MORTH LIBER CORNER OF SAID SECTION AND HEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 HEASURED 2669.37 FEET VEST FROM THE SOUTH EAST CORNER OF SAID SECTION AND HEASURED 2668.04 FEET EAST FROM THE SOUTH VEST CORNER OF SAID SECTION 3. ALL IN COOK COUNTY, ILLINOIS.

Proberty of Coot County Clert's Office