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## RELEASE DEED

MAIL TO: J. B. ...

NAME & ADDRESS OF PREPARER:

Baldert Keller  
415 Madison Avenue  
NY NY 10017 MacKays

DEPT-01 RECORDING \$47.00  
T#0012 TRAN 8352 12/26/95 15:08:00  
#7063 + JM \*-95-895331  
COOK COUNTY RECORDER

RECORDER'S STAMP

Know All Men by These Presents, That SALOMON BROTHERS REALTY CORP.

of the County of \_\_\_\_\_ and State of \_\_\_\_\_ for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, and quit-claim unto EQUISTAR SCHAUMBURG COMPANY, L.L.C.

of the County of \_\_\_\_\_ and State of \_\_\_\_\_ all right, title, interest, claim, or demand, whatsoever \_\_\_\_\_ may have acquired in, through or by a certain Mortgage, Assignment\*, bearing date the 30th day of June A.D. 1995, and recorded in the Recorder's Office of \_\_\_\_\_ County, in the State of Illinois, as Book \_\_\_\_\_ Page \_\_\_\_\_

Document No. 95429548, to the premises therein described, situated in the County of Cook, State of Illinois, as follows to-wit:

\*of Lease and Rents, Security Agreement and Fixture Filing

D-1 7586202 JB

1701 200 061  
07 12 200 011  
07 12 200 012  
07 12 201 013

1735 E. Chicago St. Schaumburg

(NOTE: If additional space is required for legal, attach on separate 8-1/2" x 11" sheet.)

together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Index Number(s) \_\_\_\_\_

Property Address: \_\_\_\_\_

WITNESS Maria A. Iaconino hand and seal this 14th day of December 1995

Maria A. Iaconino (Seal)

SALOMON BROTHERS REALTY CORP.  
By: Kenneth R. Spears (Seal)

Maria A. Iaconino (Seal)  
Notary Public, State of New York  
No. 01A5032710

Print Name: Kenneth R. Spears  
Title: Authorized Agent (Seal)

Qualified in New York County  
Commission Expires Aug. 29, 1996

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

BOX 333-CTI

4/1/00

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# PROMISSORY NOTE

## PROMISSORY NOTE

\$5,340,000.00

New York, New York  
June 30, 1995

FOR VALUE RECEIVED, the undersigned, EquiStar Schaumburg Company, L.L.C., a Delaware limited liability company (the "Maker"), promises to pay to the order of Salomon Brothers Realty Corp., a New York corporation (together with any subsequent holder of this Note, the "Holder") at its office located at Seven World Trade Center, New York, New York 10048, or at such other address as the Holder may from time to time designate in writing, the principal sum of FIVE MILLION THREE HUNDRED FORTY THOUSAND Dollars (\$5,340,000.00), together with interest thereon, and all other amounts payable under the Loan Documents, such principal, interest and other amounts to be payable as provided in the Loan Agreement.

This Note is one of the Registered Notes referred to in that certain Loan Agreement, dated as of June 30, 1995, among the Maker, as borrower, each other borrower signatory thereto, as borrowers, the Holder, as lender, and Wells Fargo Bank, National Association, as collateral agent (as modified and supplemented and in effect from time to time, the "Loan Agreement"). Reference to the Loan Agreement is hereby made for a statement of the rights of the Holder and the duties and obligations of the Maker, but neither this reference to the Loan Agreement nor any provision thereof shall affect or impair the absolute and unconditional obligation of the Maker to pay the principal, interest and other amounts, if any, payable with respect to this Note when due. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. The outstanding principal amount shall bear interest at the rates provided for in the Loan Agreement.

This Note is secured by the Mortgage and the certain other Loan Documents and Liens described in the Loan Agreement.

The principal sum evidenced by this Note, together with accrued interest and other sums or amounts due hereunder, shall become immediately due and payable at the option of the Holder upon the occurrence of any Event of Default in accordance with the provisions of the Loan Agreement.

With respect to the amounts due pursuant to this Note, the Maker waives the following: (1) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof; (2) demand, presentment, protest, notice of dishonor, notice of nonpayment, suit against any party, diligence in collection of this Note, and all other requirements necessary to enforce this Note, except for notices required by Governmental Authorities and notices required by the Loan Agreement; and (3) any further receipt by or acknowledgement

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of any Collateral now or hereafter deposited as security for the Loan.

In no event shall the amount of interest (and any other sums or amounts that are deemed to constitute interest under applicable Legal Requirements) due or payable hereunder (including interest calculated at the Default Rate) exceed the maximum rate of interest designated by applicable Legal Requirements (the "Maximum Amount"), and in the event such payment is inadvertently paid by the Maker or inadvertently received by the Holder, then such excess sum shall be credited as a payment of principal, and if in excess of such balance, shall be immediately returned to the Maker upon such determination. It is the express intent hereof that the Maker not pay and the Holder not receive, directly or indirectly, interest in excess of the Maximum Amount.

The Holder shall not by any act, delay, omission or otherwise be deemed to have modified, amended, waived, extended, discharged or terminated any of its rights or remedies, and no modification, amendment, waiver, extension, discharge or termination of any kind shall be valid unless in writing and signed by the Holder. All rights and remedies of the Holder under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently. The Maker agrees that there are no defenses, equities or setoffs with respect to the obligations set forth herein, and to the extent any such defenses, equities, or setoffs may exist, the same are hereby expressly released, forgiven, waived and forever discharged.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but if any provision of this Note shall be prohibited by or invalid under applicable Legal Requirements, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

The Holder may, at its option, release any Collateral given to secure the indebtedness evidenced hereby, and no such release shall impair the obligations of the Maker to the Holder.

The Holder may exchange interests in this Note, in whole or in part, for one or more substitute notes ("Substitute Notes") in the form set forth in the Loan Agreement. Substitute Notes will be issued in the name of the Holder in the initial principal amount requested by the Holder and the Holder will make appropriate notations on this Note to reflect the reduced aggregate principal amount of this Note in an amount equal to such initial principal amount of the Substitute Note. Substitute

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Notes are not exchangeable for interests in this Note. Until this Note is exchanged in full, this Note shall in all respects be entitled to the same benefits under, and subject to the same terms and conditions of, the Loan Agreement as Substitute Notes delivered under the Loan Agreement. Substitute Notes issued upon any exchange of interests in this Note for a Substitute Note will be the valid obligations of the Maker, evidencing the same debt, and entitled to the same benefits as this Note under the Loan Agreement.

This Note was negotiated in New York, and made by the Maker and accepted by the Holder in the State of New York, and the proceeds of this Note were disbursed from New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects (including, without limitation, matters of construction, validity and performance), this Note and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable law of the United States of America.

Any legal suit, action or proceeding against the Holder or the Maker arising out of or relating to this Note shall be instituted in any federal or state court in New York, New York. The Maker hereby (i) irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, and (ii) irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. The Maker does hereby designate and appoint DeCarpo, Diamond & Ash, 805 Third Avenue, New York, New York 10022, Attention: William H. Diamond, as its authorized agent to accept and acknowledge on its behalf service of any and all process which may be served in any such suit, action or proceeding in any federal or state court in New York, New York, and agrees that service of process upon said agent at said address (or at such other office in New York, New York as may be designated by such agent in accordance with the terms hereof) with a copy to the Maker at its principal executive offices, Attention: Paul Whetsell, and written notice of said service of the Maker mailed or delivered to the Maker in the manner provided in the Loan Agreement shall be deemed in every respect effective service of process upon the Maker, in any such suit, action or proceeding in the State of New York. The Maker (i) shall give prompt notice to the Holder of any changed address of its authorized agent hereunder, (ii) may at any time and from time to time designate a substitute authorized agent with an office in New York, New York (which office shall be designated as the address for service of process), and (iii) shall promptly designate such a substitute if

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its authorized agent ceases to have an office in New York, New York or is dissolved without leaving a successor.

The provisions of this Note shall be subject to the provisions of Section 8.24 of the Loan Agreement, which provisions are incorporated by reference as if herein set forth in full.

THE MAKER, TO THE FULLEST EXTENT THAT IT MAY LAWFULLY DO SO, WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION), BROUGHT BY ANY PARTY HERETO WITH RESPECT TO THIS NOTE OR THE OTHER LOAN DOCUMENTS. THE MAKER AGREES THAT THE HOLDER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE MAKER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT, TO THE FULLEST EXTENT THAT IT MAY LAWFULLY DO SO, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THE MAKER AND THE HOLDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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IN WITNESS WHEREOF, the Maker has caused this Note to be properly executed on the date of the notarial acknowledgements below, and has authorized this Note to be dated as of the day and year first above written.

EQUISTAR SCHAUMBURG COMPANY, L.L.C.,  
a Delaware limited liability company

By: ~~EQUISTAR HOTEL INVESTORS, L.P.~~

By: ~~Cherwell Investors, Inc.,  
its General Partner~~

By: ~~  
Name: ~~STEVEN B. GRUBER~~  
Title: ~~VICE PRESIDENT~~~~

By: ~~CapStar Executive Investors I,  
L.L.C., its General Partner~~

By: \_\_\_\_\_  
Name:  
Title:

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IN WITNESS WHEREOF, the Maker has caused this Note to be properly executed on the date of the notarial acknowledgements below, and has authorized this Note to be dated as of the day and year first above written.

EQUISTAR SCHAUMBURG COMPANY, L.L.C.,  
a Delaware limited liability company

By: EQUISTAR HOTEL INVESTORS, L.P.

By: Cherwell Investors, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

By: CapStar Executive Investors I,  
L.L.C. its General Partner

By: \_\_\_\_\_  
Name: John Pienkhat  
Title: Managing Member

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STATE OF New York )  
                                      : ss.  
COUNTY OF New York )

On the 29 day of June, 1995, before me personally came Steven B. Graber to me known, who, being by me duly sworn, did depose, acknowledge and say that he/she is the Vice President of Cherwell Investors, Inc., a general partner of EquiStar Hotel Investors, L.P., managing member of the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires:

April 1, 1998

JOHN R. MONSKY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-4981720  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES ON APRIL 1, 1998

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STATE OF NEW YORK  
COUNTY OF NEW YORK : ss.

On the 29<sup>th</sup> day of June, 1995 before me personally came JOHN PLUNKET to me known, who, being by me duly sworn, did depose, acknowledge and say that he/she is the managing member of CapStar Executive Investors I, L.L.C., a general partner of EquiStar Hotel Investors, L.P., the managing member of the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the members of CapStar Executive Investors I, L.L.C.

Ann A. Jacobsen  
Notary Public

My commission expires:

7/31/95

ANN A. JACOBSEN  
Notary Public, State of New York  
No. 41-4784101  
Qualified in Queens County  
Certificate Filed in New York County  
~~Commission Expires March 30, 1996~~

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## SCHEDULE OF REDUCTIONS

Amount of reduction of the principal amount of the Registered Note, dated June 30, 1995, delivered under the Loan Agreement, in connection with the delivery by EquiStar Schaumburg Company, L.L.C., as Maker, of a Substitute Note in the amount of such reduction:

Date of Reduction :

Amount of Reduction :

Notation Made By :

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## LEGAL DESCRIPTION:

### PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET, TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE SOUTH FROM SAID POINT, A DISTANCE OF 625.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT, A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 484.58 FEET TO A POINT; THENCE FROM SAID POINT NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 397.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, WHICH IS 477.870 FEET NORTH OF THE SOUTH WEST CORNER THEREOF, THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET, A DISTANCE OF 578.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE OF 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST, THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET, BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST, THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.903 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR A DISTANCE OF 149.118 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A

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## LEGAL DESCRIPTION:

RADIUS OF 1721.978 FEET FOR AN ARC DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS WEST; THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1054.00 FEET FOR AN ARC DISTANCE OF 238.971 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 238.460 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 679.816 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 364.938 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 70.0 FEET TO A POINT, THENCE DUE EAST, A DISTANCE OF 31 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 150.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 343.449 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT RECORDED JULY 7, 1971 AS DOCUMENT 21526243 AS SHOWN ON EXHIBIT 'F' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150 AMENDING DECLARATION OF EASEMENT RECORDED AS DOCUMENT 21448813 AND GRANTED FOR THE BENEFIT OF PARCEL 1 BY THE DBED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR INGRESS, EGRESS, PUBLIC UTILITY, AND DRAINAGE PURPOSES, OVER THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83

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## LEGAL DESCRIPTION:

DEGREES 46 MINUTES 10 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 734.46 FEET FOR AN ARC DISTANCE OF 274.15 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 272.56 FEET BEARING SOUTH 69 DEGREES 37 MINUTES 04 SECONDS EAST; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 323.07 FEET, FOR A POINT OF BEGINNING, OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, A DISTANCE OF 77.18 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5,779.65 FEET, A DISTANCE OF 678.600 FEET, SAID CURVE HAVING A CHORD LENGTH OF 678.230 FEET BEARING SOUTH 62 DEGREES 06 MINUTES 40 SECONDS EAST; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST, ON A RADIAL LINE, 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 DEGREES AND BEING CONVEX SOUTHWESTERLY 137.153 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 180.143 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 181.479 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR AN ARC DISTANCE OF 149.118 FEET, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,721.978 FEET FOR A DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS WEST, THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,054.0 FEET FOR A DISTANCE OF 230.971 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 238.46 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,716.735 FEET FOR AN ARC DISTANCE OF 200.739 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR ROADWAY PURPOSES IN CONDEMNATION CASE NO. 90L51443 ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT 21218271, AS SHOWN ON EXHIBIT 'A' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT SAID EASEMENT IS ALSO GRANTED IN THE DECLARATION OF EASEMENTS RECORDED JULY 23,

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## LEGAL DESCRIPTION:

1970 AS DOCUMENT 21218272 AND SHOWN ON EXHIBIT I ATTACHED THERETO, AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENTS 21314070 AND 21324390 AND CREATED BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR SANITARY SEWER, SAID EASEMENT BEING 10 FEET IN WIDTH, WHICH EASEMENT IS DEPICTED ON THE SURVEY MADE BY ROBERT E. BIEDERMANN OF GREMLEY & BIEDERMANN DATED DECEMBER 6, 1993, LAST REVISED APRIL 28, 1995, ORDER NUMBER 933214.

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