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. COOK COUNTY RECORDER

72-00668 DIV. II Gault

Property of Cook County Clerk's Office

LOAN MODIFICATION AGREEMENT

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**BOX 393-CTI**

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## LOAN MODIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 1st day of July, 1996 by and between La Salle National Trust, N.A. ("Trustee"), not personally, but as Trustee under a Trust Agreement dated August 1, 1986 and known as Trust Number 111405; OAKTON CORPORATE CENTER LIMITED PARTNERSHIP ("Beneficiary"), an Illinois limited partnership; and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("Lender"), a Massachusetts corporation. Hereafter, Trustee and Beneficiary are sometimes referred to collectively as "Borrower".

### RECITALS:

A. To evidence indebtedness (the "Loan") in the original principal amount of Seven Million, One Hundred Forty Thousand Dollars (\$7,140,000.00), Trustee and Beneficiary have executed and delivered to Lender a Promissory Note (the "Note") in that amount dated March 29, 1989. Payment of the Loan is secured by, among other things, a Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated March 29, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, IL (the "Recorder's Office") as document 89143594. The Mortgage is a first mortgage lien on real property located at 3400 Oakton Street in Skokie, Illinois and legally described in Exhibit A attached hereto (the "Property").

B. The maturity date (the "Maturity Date") of the Loan as set forth in the Note, the Mortgage and the other Loan Documents (as such term is defined in the Note) was April 1, 1996. Prior to the Maturity Date, Beneficiary advised Lender that it would be unable to pay off the Loan on the Maturity Date, and Borrower has requested that Lender agree to modify the terms of the Loan in certain respects, in order to avoid a default. Specifically, Borrower has requested that Lender agree to modify the terms of the Loan in the following respects:

- (1) Postpone the Maturity Date to April 1, 1998 (the "New Maturity Date");
- (2) Reduce the Contract Rate (as such term is defined in the Note) to 8.5% per annum (the "New Contract Rate") and modify the amount of monthly amortization payments of principal and interest to reflect such reduced rate payable over a 13-year amortization period; and
- (3) Permit Borrower to make full or partial prepayment of principal without premium or penalty at any time prior to the New Maturity Date.

C. Lender has agreed to Borrower's requests set forth in Recital B. above, subject to the terms and conditions herein set forth.

72-00-668 DIV II Gault

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NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements herein stated and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree that:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as though set forth in their entirety in the body of this Agreement.

2. **Acknowledgements and Representations - Beneficiary.** Beneficiary acknowledges, represents and warrants the truth and accuracy of the following statements:

(a) **Balance of Loan** - As of the date hereof, the principal balance of the Loan remaining unpaid is Six Million, Six Hundred Fifty-Four Thousand, Seven Hundred Thirty and 47/100 Dollars (\$6,654,730.47) (hereinafter, the "Unpaid Balance");

(b) The Unpaid Balance is justly due and owing and Borrower has no right of offset, defense or counterclaim with respect to such indebtedness.

(c) To the best of Beneficiary's knowledge and belief, no Event of Default (as such term is defined in the Mortgage) other than Borrower's failure to re-pay the outstanding balance of the Loan by the Maturity Date has occurred on the part of either Borrower or Lender under the Note, the Mortgage or any of the other Loan Documents (as such term is defined in the Mortgage);

(d) To the best of Beneficiary's knowledge and belief, the value of the Property and any and all other security delivered or granted to Lender in connection with the making of the Loan (including the additional security referred to in Section 5 hereof) does not exceed the outstanding balance of the Loan;

(e) Beneficiary is solvent (as that term is defined in the Federal Bankruptcy Code); the conveyance of the Property to Lender or Lender's nominee pursuant to the provisions of Section 8 hereof, will not to Beneficiary's knowledge, render Beneficiary insolvent; Beneficiary has made adequate provision for the payment of all creditors of Borrower other than Lender; and Beneficiary has not entered into this transaction to provide preferential treatment to Lender or any other creditor of Borrower in anticipation of seeking relief under the Federal Bankruptcy Code nor has Borrower entered into this transaction with the actual intent to hinder, delay or defraud any creditor of Borrower;

(f) All necessary corporate and partnership actions on the part of Beneficiary and Trustee in connection with the execution, delivery and performance of this Agreement have been duly and effectively taken; and the execution, delivery and performance of this Agreement does not constitute a violation or breach of the articles of incorporation, by-laws, partnership agreement, trust agreement or any other agreement or law by which Beneficiary, Trustee or the general partners of Beneficiary are bound;

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(g) Beneficiary and its general partners are represented by legal counsel of their choice, are fully aware of the terms contained in this Agreement, and have voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement; and

(h) This Agreement is entered into at the request of Beneficiary to modify the terms of the Loan to avoid the occurrence of an Event of Default based upon Borrower's failure to repay the Loan by the Maturity Date, and to avoid Lender's exercise of rights granted to Lender under the Loan Documents and at law to accelerate the Loan, to foreclose the Mortgage and to take such other action and exercise such other rights as Lender may have upon the occurrence of an Event of Default.

3. **Modifications of Loan Terms.** The terms of the Loan and the Loan Documents are hereby amended in the following respects:

(a) **Maturity Date.** The Maturity Date of the Loan is hereby extended to April 1, 1998 (the "New Maturity Date");

(b) **Contract Rate.** The Contract Rate of interest set forth in the Note is hereby reduced to eight and one-half percent (8 1/2%) per annum (the "New Contract Rate") effective June 1, 1996;

(c) **Installment Payments.** Commencing July 1, 1996 and continuing on the first day of each month thereafter through and including March 1, 1998 Borrower shall make monthly payments of principal and interest in the amount of Seventy Thousand Six Hundred Ninety-Three and 73/100 (\$70,693.73) each, such sum being the amount required to amortize the Unpaid Balance in equal monthly payments of principal, together with interest at the New Contract Rate, over a period of thirteen (13) years, and with a final payment due and payable on the New Maturity Date in an amount equal to the entire principal balance then remaining unpaid, with accrued interest thereon at the New Contract Rate; and

(d) **Prepayments.** The Loan may be prepaid in whole or in part at any time prior to the New Maturity Date without premium or penalty, upon not less than five (5) days' prior written notice.

4. **Partial Principal Payment.** Lender acknowledges the receipt from Borrower, on or about May 23, 1996, of a payment in the amount of \$100,000.00, which payment has been applied to reduce the outstanding principal balance of the Loan, and the receipt of which payment is reflected in the amount of principal stated to be outstanding in section 2(a) hereof.

5. **Additional Security.** Lender acknowledges receipt and acceptance as of the date hereof of Letter of Credit No. F167868 (the "Letter of Credit") in the amount of \$200,000.00 issued by Fleet Bank, N.A. (the "Issuer") with an expiry date of May 1, 1998.

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The Letter of Credit shall be held by Lender as additional security for payment of the Loan. Borrower agrees that upon the occurrence of any Event of Default under any of the Loan Documents, including, without limitation, Borrower's failure to pay the then-remaining balance of principal and accrued interest by the New Maturity Date, Lender shall have the right to present the Letter of Credit to the Issuer for payment, and the proceeds thereof may be applied as provided in the Note. Lender agrees that it shall give Borrower ten (10) days' written notice of a monetary default under the Loan Documents before presenting the Letter of Credit for payment. Upon the payment in full of the Loan, Lender shall return the Letter of Credit to Borrower.

6. **Tax Escrow Payments.** On August 1, 1996 and September 1, 1996, Borrower shall, in addition to making the monthly installments of principal and interest due on those dates, pay to Lender the sum of Ninety-Three Thousand Dollars (\$93,000.00). Such sum shall be held by Lender as a reserve for the payment of real estate taxes payable with respect to the Property, and shall be held, invested and disbursed in accordance with the terms and provisions of a Tax Escrow Agreement entered into by Borrower and Lender. Commencing October 1, 1996 the amount of required monthly tax escrow payments shall be reduced to Thirty-One Thousand Dollars (\$31,000.00), subject to increase or decreased from time to time as provided in the Tax Escrow Agreement.

7. **Payments by Wire Transfer.** All installment payments of principal and interest referred to in section 3(c) hereof, and all tax reserve payments referred to in section 6 hereof, shall be made by Automatic Clearing House wire transfer of funds.

8. **Deed in Escrow.** As of the date hereof, Borrower has deposited in escrow with Chicago Title and Trust Company:

(a) a trustee's deed (the "Deed") executed by Trustee, to convey title to the Property to Lender, together with:

(b) a bill of sale, conveying to Lender ownership of all personal property in which Lender has been granted a security interest pursuant to the Loan Documents;

(c) an Omnibus Assignment of leases, rents, profits, contract rights and other interests in the Property; and

(d) such transfer tax declarations and other documentation as may be necessary to record said Deed. Borrower agrees to deliver to the escrowee, at Lender's request, such additional declarations, affidavits and other documentation as may be required from time to time pursuant to applicable law or by Chicago Title Insurance Company in connection with the recording of the Deed and issuance to Lender of a satisfactory owner's title insurance policy in standard form. The Deed, the bill of sale and any other documentation delivered pursuant to this Agreement (collectively, the "Transfer Documents") are intended to be, and are acknowledged by Borrower to effect, an

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absolute conveyance and unconditional transfer of the Property and all rights, title, interest, income, rents, royalties and profits in connection with the Property as of the time the Deed and other documents are released to Lender from escrow following the occurrence of an Event of Default (including, without limitation, Borrower's failure to repay the Loan in full by the New Maturity Date), and are not given as additional security for the Loan. It is understood and agreed that title to the Property, after delivery and recording of the Deed, shall remain subject to the liens created by the Mortgage and the Loan Documents to the full extent of the indebtedness owing to Lender. In the event that, contrary to the foregoing, it is at any time determined that Borrower has any equitable or statutory rights of redemption in the Property, then, for the considerations set forth in this Agreement, Borrower by this Agreement sells, transfers and conveys to Lender and waives for itself, its successors and assigns, any and all equitable and statutory rights of redemption with respect to the Property. The delivery, acceptance and recording of the Deed and the other documents described in this Section 8, and the performance by Borrower of the other duties and obligations stated herein shall not, in any way or manner whatever, be deemed a waiver by Lender of any claim or priority pursuant to the Loan Documents or any other liens, mortgages, security interests or encumbrances of any kind or nature, now existing or to be placed on the Property, or any part of the Property, or affect or prejudice in any way the right of Lender to foreclose the Mortgage or to proceed as provided in the Loan Documents, subject to limitations on personal liability as set forth herein and in the Loan Documents. All such documents described in this Section 8 shall be returned to Borrower, and the said escrow shall be terminated, upon the payment in full of the Loan by Borrower. Upon the occurrence of an Event of Default, Lender shall have the right, but not the obligation, to terminate the escrow referred to herein, and record the Deed. In such event, Beneficiary agrees promptly to vacate the Property and to deliver possession of the Property and all equipment, furnishings and other appurtenances thereto to Lender. Borrower further agrees that in such event Lender shall have the right to the proceeds of the Letter of Credit and to retain all funds held pursuant to the Tax Escrow Agreement, and Lender agrees that its acceptance and retention of such funds available under the Letter of Credit and the Tax Escrow Agreement, together with its acceptance of title to the Property, shall constitute full satisfaction of the unpaid indebtedness under the Loan.

9. No Merger; Survival of Loan Documents. It is intended that Lender's interest in the Property, as conveyed to Lender by the Transfer Documents, shall not merge with the interest of Lender in the property as mortgagee under the Loan Documents, and that the Loan Documents shall be and shall remain a valid and continuing lien upon the Property until and unless the lien thereof is released of record by Lender. The Loan Documents and the lien imposed by same shall, in all respects, survive the delivery and recording of the Transfer Documents and, except only as the same may be otherwise expressly modified in this Agreement, Borrower ratifies and confirms the Loan Documents in all respects. Lender agrees that it shall pursue proceedings to foreclose the Mortgage or otherwise to enforce its security interests under the Loan Documents only if and when Lender considers such action to be in its

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interest, or if requested to do so by the title insurer. Borrower covenants and agrees that, provided that Lender is not in default under this Agreement, it shall not interfere with or oppose Lender in any foreclosure proceedings or other proceedings instituted by Lender in connection with Lender's realizing on the security granted pursuant to the Loan Documents and in the event of any such contest borrower shall be liable to Lender for all reasonable attorney's fees and court costs incurred by Lender in any such suit. If Lender takes title to the Property and elects not to merge its fee interest as owner with its interest as mortgagee of the Property, it shall not alter, modify or amend any limitation of liability against the Borrower contained in the Loan Documents.

10. **Special Forbearance Provisions.** This Agreement is being entered into, and the extensions of the Maturity Date agreed to herein and heretofore by Lender have been agreed to, pursuant to Borrower's request. Borrower acknowledges and agrees that such extensions have caused Lender to incur additional risks of loss on its investment, and Borrower acknowledges and agrees that Lender would not agree to such further extension except upon the terms set forth in this Agreement. Borrower has therefore agreed to the within terms, and including to the deposit in escrow of the Transfer Documents, in order to induce Lender to further extend, to the New Maturity Date, the maturity date of the Loan, and as a further inducement to Lender to so extend such maturity date, Borrower further acknowledges, agrees and consents to the following covenants and agreements:

(a) **Waiver of Automatic Stay.** Upon the filing by or against Borrower, Beneficiary or any general partner of Beneficiary of a petition, complaint or proceeding under the United States Bankruptcy Code (the "Code"), Borrower consents (and, if so requested by Lender, shall execute and deliver any further or additional documents or pleading evidencing such consent), without the necessity of an evidentiary hearing, to the termination of the automatic stay provided for in the Code, including, without limitation, the automatic stay set forth in Section 362(a) of the Code, and agrees that it shall not, in any proceeding under the Code, institute a proceeding under Section 105(a) of the Code for injunctive relief, so as to permit the Lender and its successor and assigns, to commence or continue any civil action to enforce its rights and remedies under this Agreement and the other Loan Documents.

(b) **Cash Collateral.** Upon the filing by or against Borrower, Beneficiary or any general partner of Beneficiary of a petition, complaint or proceeding under the Code, Borrower agrees and covenants that it shall consent (and shall execute and deliver any further or additional document or pleading evidencing such consent) to the entry of an order ("Cash Collateral Order") which shall provide that all rental and other income received from the property following the commencement of such a proceeding under the Code shall belong to, and shall be under the sole control of, Lender.

In connection with the entry of said Cash Collateral Order, Borrower agrees and acknowledge that the Assignment of Leases and Rents delivered to Lender as collateral for the Loan is an "absolute" and not a "collateral" assignment; that the right,

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if any granted therein to collect income from the Property is revocable at any time by Lender in the event of the occurrence of an Event of Default; and that any such revocation by Lender shall terminate Borrower's right to collect such income.

(c) No Partnership or Joint Venture. Nothing herein or in any of the other Loan Documents shall be construed or interpreted as causing Borrower and Lender to be considered partners or joint venturers, or as anything other than borrower and lender.

(d) Actions of Lender.

(1) Lender has performed every promise, contract and condition, whether express or implied, on its part to be performed in all transactions, proceedings and events associated with the Loan Documents, through the date of this Agreement;

(2) Lender has acted with commercial reasonableness in good faith, and honestly in fact in all transactions, proceedings, and events involving Lender and Borrower;

(3) Lender has not exercised any control over the business or obligations of Borrower; and

(4) As of the date hereof, none of Borrower or any partner of Borrower has any claim against Lender, for any reasons whatsoever, whether arising out of the matters referred to herein or otherwise.

BORROWER FURTHER ADMITS, ACKNOWLEDGES AND AGREES THAT (I) THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT, AND CONSTITUTE A MATERIAL PART OF THE CONSIDERATION TO LENDER TO INDUCE IT TO ENTER INTO THIS AGREEMENT; AND (II) THE PROVISIONS OF THIS AGREEMENT, INCLUDING THIS PARAGRAPH, HAVE BEEN THOROUGHLY DISCUSSED WITH BORROWER'S INDEPENDENT COUNSEL, KATZ, RANDALL & WEINBERG, AND THAT SUCH COUNSEL HAS ADVISED BORROWER CONCERNING THE MEANING, IMPORT AND CONSEQUENCES THEREOF.

11. Applicable Law. This Agreement shall be construed in accordance with the laws of the state of Illinois. If any provision is in conflict with any statute or rule of law of the state of Illinois, or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of the conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

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12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original. All of such counterparts, taken together, shall constitute one and the same agreement.

13. **Amendment.** This Agreement may not be amended or modified except in a writing executed by Borrower and Lender.

14. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of Borrower and Lender, their respective successors, assigns, grantees, and legal representatives, and no other party shall be beneficiary under this Agreement.

15. **Notices.** All notices, demands and requests given or required or desired to be given hereunder shall be in writing and shall be delivered in person or by overnight express delivery or by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

To Trustee: LaSalle National Trust, N.A. Trust No. 111405  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Land Trust Department

To Beneficiary: Oakton Corporate Center Limited Partnership  
c/o Oakton Corporate Center, Inc.  
8121 North Central Park Avenue  
Skokie, Illinois 60076  
Attn: Yisroel Givck

and a copy to: Katz, Randall or Weinberg  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
Attn: Harold S. Dembo, Esq.

To Lender: Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111  
Attn: Vice President and Managing Director,  
Real Estate Investment Division

or to such other addresses as either party may from time to time designate by written notice given as herein required. All notices and copies thereof shall be sent or delivered by the same means of transmission.

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Notices, demands and requests given by certified mail as aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) business days after the time such notice, demand or request shall be deposited in the mails. Notice sent by overnight express delivery shall be deemed served or given on the first (1st) business day following the date such notice is given to the carrier. Personal service upon Lender may be used only by delivering a copy of such notice to an officer of Lender.

16. **Lender's Expenses.** Borrower agrees to pay all costs and expenses of the Lender incurred in connection with this Loan Modification Agreement and the transactions contemplated hereby, including, without limitation, the reasonable fees and expenses of Lender's attorneys, the fees and expenses of escrow agents, and all recording costs and all title insurance costs and premiums, including with respect to the issuance of an endorsement or endorsements to Lender's loan policy updating the date of coverage to the date of recording of this Agreement and showing no new or unpermitted title exceptions.

17. **Trustee's Exculpation.** This Agreement is executed by LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated as of August 1, 1986 and known as Trust No. 111405, 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 LaSalle National Trust, N.A. hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LaSalle National Trust, N.A. personally to pay any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained, shall constitute a condition and not a covenant or agreement or representation or warranty regardless of whether the same may be couched in language of a promise or covenant or agreement or representation or warranty) and all such personal liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right hereunder, and that so far as the said LaSalle National Trust, N.A. is concerned, Lender shall look solely to the Property described herein for the payment thereof, or to recover any damages as a result of any breach of any representation, warranty or covenant herein contained (except in this paragraph), by the enforcement of the liens, charges and other rights created by the Loan Documents in the manner herein and in said Loan Documents provided.

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Borrower and Lender have executed this Agreement by and through their respective duly authorized officers and partners as of the date and year first above written.

**ATTEST**

**LA SALLE NATIONAL TRUST, N.A.**  
not personally, but as trustee  
as aforesaid

\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

**OAKTON CORPORATE CENTER LIMITED  
PARTNERSHIP, an Illinois limited  
partnership**

**ATTEST:**

By: **Oakton Corporate Center, Inc., General  
Partner**

\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

**ATTEST:**

**MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY, a Massachusetts corporation**

*Deborah J. Matthews*  
\_\_\_\_\_  
(Assistant) Secretary

By: *Madeyn K. Vellee*  
\_\_\_\_\_  
(Vice) President

*Managing Director*

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Borrower and Lender have executed this Agreement by and through their respective duly authorized officers and partners as of the date and year first above written.

ATTEST

Mary A. Black  
(Assistant) Secretary

LA SALLE NATIONAL TRUST, N.A.  
not personally, but as trustee  
as aforesaid

By: [Signature]  
(Vice) President

ATTEST:

[Signature]  
(Assistant) Secretary

OAKTON CORPORATE CENTER LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: Oakton Corporate Center, Inc., General  
Partner

By: [Signature]  
(Vice) President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY, a Massachusetts corporation

By: \_\_\_\_\_  
(Vice) President

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## EXHIBIT A

### Legal Description of Property

3400 West Oakton Street  
Skokie, Illinois

#### PARCEL 1

THE WEST 545 FEET OF THE EAST 1,855 FEET OF THE NORTH 750.48 FEET OF THE SOUTH 790.48 FEET, AS MEASURED ALONG SECTIONAL DIVISION LINES OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2

A STRIP OR PARCEL OF LAND 20 FEET IN WIDTH IN THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT 270 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 295 FEET NORTH OF THE SOUTH LOT LINE OF SAID 1/4 SECTION; THENCE NORTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 270 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION, 156.27 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 359.26 FEET, 533.88 FEET TO A POINT; THENCE EASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE (WHICH STRAIGHT LINE IS 800.02 FEET NORTHERLY AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION) 919.10 FEET; (EXCEPTING THEREFROM THAT PART LYING WEST OF THE EAST LINE OF ST. LOUIS AVENUE BEING A LINE 1,855 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION AND ALSO EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 1,310 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX INDEX NOS.: 10-23-406-034-0000

*This instrument prepared by land return after recording to:*

*James Wickler*

*Foley & Landner*

*One IBM Plaza - Suite 530*

*330 North Wabash Ave - 11 -*

*Chicago, IL 60611*

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