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DEPT-01 RECEIVING \$51.50
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COUNTY RECORDER

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FIRST AMERICAN TITLE INSURANCE #

CC97974 2/3 R

MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT (hereinafter referred to the "Modification Agreement") made as of this 13th day of December, 1996 by and between COLUMBIA NATIONAL BANK OF CHICAGO as Trustee under Trust Agreement dated July 18, 1995, and known as Trust No. 4974 (the "Trustee"), C.A. DEVELOPMENT, L.L.C., an Illinois limited liability company, J. PAUL BERTSCHE, WENDY ANDREWS and CLARK UMENTUM (collectively, the "Guarantors") (Trustee and Guarantors are hereinafter collectively referred to as the "Borrowers") and COLUMBIA NATIONAL BANK OF CHICAGO (the "Lender").

W I T N E S S E T H :

WHEREAS, Trustee has previously executed and delivered to Lender three mortgage notes each dated as of September 10, 1995 as follows (collectively, the "Original Notes"):

- (i) mortgage note in the original principal amount of \$2,800,000.00 (the "\$2,800,000.00 Note");
- (ii) mortgage note in the original principal amount of \$310,000.00 (the "\$310,000.00 Note"); and
- (iii) mortgage note in the original principal amount of \$2,750,000.00 (the "\$2,750,000.00 Note");

WHEREAS, the Original Notes are secured by, among other things, the following documents (the following documents and any and all other instruments executed by any Borrower are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement of even date therewith, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95-671808 (the

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"Mortgage") on property commonly known as 7.3 acre site in 4400 block of West Berteau, Old Irving Park, Illinois and legally described as Parcel 1 on Exhibit "A" attached hereto and made a part hereof (the "Premises");

- (ii) assignment of rents and of lessor's interest in leases of even date therewith recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 95671809 (the "Assignment of Rents") and encumbering the Premises;
- (iii) construction loan agreement between Trustee, C. A. Development, L.L.C., an Illinois limited liability company, and Lender ("Construction Loan Agreement");
- (iv) Guaranties executed by the Guarantors unconditionally and irrevocably guarantying the payment and performance of the Original Notes;
- (v) Collateral assignment of beneficial interest and security agreement dated as of September 10, 1995, as modified from time to time (as modified, herein called the "Assignment") from Beneficiary to Lender;
- (vi) UCC-1 and UCC-2 Financing Statements from Borrower and Beneficiary to Lender;
- (vii) Environmental Indemnity Agreement from Guarantors to Lender, as modified from time to time;
- (viii) Security Agreement and Assignment of Contractual Agreement Affecting Real Estate between Borrower and Beneficiary, as modified from time to time;
- (ix) Assignment of Sales Agreements from Borrower and Beneficiary, as modified from time to time;
- (x) Junior Mortgage and Security Agreement on residential property made by Wendy S. Goldsmith and Sheila B. Goldsmith;
- (xi) Mortgage and Security Agreement executed by Clark Umentum on residential property commonly known as 3615-3619 Wayne, as modified from time to time;

WHEREAS, Borrowers are desirous of (i) extending the maturity date of the \$2,750,000.00 Note to April 1, 1998 and reducing the interest rate thereof; (ii) borrowing an additional \$900,000.00

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from Lender for the purpose of acquiring property adjacent to the Premises (the "Additional Property") and constructing site improvements thereon; and (iii) amending and restating the Construction Loan Agreement to provide for the acquisition and development of the Additional Property and the construction thereon, utilizing proceeds from the \$2,750,000.00 Note, of twenty-one (21) single family homes, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement, at the sole election of Lender, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have meaning described as such term as set forth in the Amended and Restated Construction Loan Agreement (as hereinafter defined).

2. The \$2,750,000.00 Note is hereby modified as follows:

- A. The date "September 1, 1997" as it appears in the first paragraph thereof is hereby deleted and replaced with the date "April 1, 1998";
- B. The first complete sentence of the second full paragraph on Page 1 of the \$2,750,000.00 Note is hereby deleted in its entirety and replaced with the following sentence:

"Accrued interest shall be payable monthly commencing on September 1, 1995 and continuing on the first day of each month thereafter to and including March 1, 1998, with a final payment of all principal and interest due, in not sooner paid, on April 1, 1998 (the "Maturity Date"); and

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- C. Effective as of the date hereof, prior to an Event of Default occurring, interest shall accrue on the unpaid principal balance at the rate of one percent (1%) above the Prime Rate from time to time.

3. Concurrent with the execution of this Modification Agreement, Trustee and C. A. Development, L.L.C. are executing, together with Lender, an Amended and Restated Construction Loan Agreement dated of even date herewith (the "Amended and Restated Construction Loan Agreement"), which replaces and supersedes the Construction Loan Agreement. All references in the Original Notes and Loan Documents to the Construction Loan Agreement or the Loan Agreement shall be deemed to refer to the Amended and Restated Construction Loan Agreement.

4. The Mortgage is hereby amended as follows:

- A. The second full paragraph on the first page thereof is hereby deleted in its entirety and replaced with the following:

"WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee, the following mortgage notes (each individually referred to as a "Note" and collectively referred to as the "Notes") dated as of the date hereof (except as to the Fourth Note, which is executed by Mortgagor as of October 22, 1996): (i) mortgage note in the principal amount of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars bearing interest at the variable rate specified therein (the "First Note"), due in the manner as provided therein and in any event on the 1st day of April, 1998, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) mortgage note in the principal amount of Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars bearing interest at the variable rate specified therein (the "Second Note") due in the manner as provided therein and in any event on the 1st day of April, 1998, payable to the order of the Mortgagee, the terms and provisions of which Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (iii) mortgage note in the principal amount of Two Million Seven

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Hundred Fifty Thousand and 00/100 (\$2,750,000.00) Dollars bearing interest at the variable rate specified therein (the "Third Note") due in the manner as provided therein and in any event on the 1st day of April, 1998, payable to the order of the Mortgagee, the terms and provisions of which Third Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (iv) mortgage note in the principal amount of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars bearing interest at the variable rate specified therein (the "Fourth Note") due in the manner as provided therein and in any event on the 1st day of April, 1998, payable to the order of the Mortgagee, the terms and provisions of which Fourth Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length.

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B. Exhibit "A" to the Mortgage is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof, which Exhibit includes the Additional Property.

5. The Assignment of Rents is hereby modified as follows:

A. The first "Whereas" paragraph thereof is deleted in its entirety and replaced as follows:

"WHEREAS, Trustee has executed four mortgage notes (hereinafter, together with any and all amendments, modifications and refinancings thereof, individually referred to as a "Note" and collectively referred to as the "Notes") of even date herewith (except for the Note described in "D" below which is dated as of October 22, 1996), payable to the order of COLUMBIA NATIONAL BANK OF CHICAGO (hereinafter referred to as "Assignee") as follows:

- A. Mortgage Note in the principal amount of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars; and
- B. Mortgage Note in the principal amount of Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars; and

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- C. Mortgage Note in the principal amount of Two Million Seven Hundred Fifty and 00/100 (\$2,750,000.00) Dollars; and
 - D. Mortgage Note in the principal amount of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars;"
- B. Exhibit "A" to the Assignment of Rents is deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof, which Exhibit includes the Additional Property.
6. The Collateral Assignment of Beneficial Interest and Security Agreement is hereby modified as follows:
- A. Numbered Paragraph 1 beginning on Page 1 is hereby deleted in its entirety and replaced with the following:

"The payment in full of the indebtedness of COLUMBIA NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated July 18, 1995, and known as Trust No. 4974 ("Third-Party Obligor") to the Secured Party, evidenced by (i) a mortgage note of even date herewith executed by Third-Party Obligor and payable to the order of Secured Party, in the principal amount of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars together with interest as therein described, and any extensions, refinancings, amendments, renewals and modifications thereof (the "First Note"), (ii) a mortgage note of even date herewith executed by Third-Party Obligor and payable to the order of Secured Party, in the principal amount of Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars together with interest as therein described, and any extensions, refinancings, amendments, renewals and modifications thereof (the "Second Note"), (iii) a mortgage note of even date herewith executed by Third-Party Obligor and payable to the order of Secured Party, in the principal amount of Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00) Dollars together with interest as therein described, and any extensions, refinancings, amendments, renewals and modifications thereof (the "Third Note"), and (iv) a mortgage note dated as of October 22, 1996,

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executed by Third-Party Obligor and payable to the order of Secured Party, in the principal amount of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars together with interest as therein described, and any extensions, refinancings, amendments, renewals and modifications thereof (the "Fourth Note") (the First Note, the Second Note, the Third Note and the Fourth Note are collectively referred to as the "Notes"), the terms and provisions of the Notes being incorporated by reference herein; and"

B. Exhibit "A" to the Collateral Assignment of Beneficial Interest and Security Agreement is deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof, which Exhibit includes the Additional Property.

7. The Environmental Indemnity Agreement is amended by deletion of Exhibit "A" thereto and replace with Exhibit "A" attached hereto and made a part hereof.

8. The Security Agreement and Assignment of Contractual Agreements Affecting Real Estate is hereby modified as follows:

A. Paragraph A on the first page thereof is hereby deleted in its entirety and replaced with the following:

"Pursuant to the terms and conditions of the Construction Loan Agreement of even date herewith, among Debtor and Secured Party ("Loan Agreement"), Trust executed and delivered its (i) note of even date herewith, payable to the order of Secured Party, in the principal sum of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars ("First Note"), (ii) note of even date herewith, payable to the order of Secured Party, in the principal sum of Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars ("Second Note"), (iii) note of even date herewith, payable to the order of Secured Party, in the principal sum of Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00) Dollars ("Third Note"), and (iv) note dated as of October 22, 1996, payable to the order of Secured Party, in the principal sum of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars ("Fourth Note") (the First Note, the Second

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Note, the Third Note and the Fourth Note, as amended, modified or renewed from time to time, are collectively referred to as the "Notes"), and as security therefor, executed and delivered a mortgage and security agreement of even date herewith in favor of Secured Party ("Mortgage"), conveying real estate situated in the City of Chicago, County of Cook, and State of Illinois, legally described on Exhibit "A" attached hereto and made a part hereof ("Premises") and the improvements constructed and to be constructed thereon ("Improvements"). For convenience, Premises and Improvements are herein collectively referred to as "Security Real Estate".

- B. Exhibit "A" to the Security Agreement and Assignment of Contractual Agreements Affecting Real Estate is deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof, which Exhibit includes the Additional Property.

9. Assignment of Sales Contracts is hereby modified as follows:

- A. Paragraph A on the first page thereof is hereby deleted in its entirety and replaced with the following:

"Secured Party has agreed to make four loans (the "Loans") to Debtor in a principal amount of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars, Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars, Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00) Dollars, and Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars, respectively, and the Trust is executing four mortgage notes of even date herewith (except for the \$900,000.00 Note which is dated as of October 22, 1996), payable to the order of Secured Party in the principal sum of Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars, Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars, Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00) Dollars, and Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars, respectively, together with interest as therein described (collectively, together with all amendments, modifications or

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renewals thereof, referred to as the "Notes"). The Notes are secured by a mortgage of even date herewith made by the Trust to the Secured Party (the "Mortgage") covering real estate located in Cook County, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property") and certain other collateral (said collateral and the documents and instruments creating said collateral are collectively referred to herein as the "Additional Collateral")."

B. Exhibit "A" to the Assignment of Sales Contracts is deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof, which Exhibit includes the Additional Property.

10. Except for the modifications stated herein, the Notes and Loan Documents are not otherwise changed, modified or amended.

11. Contemporaneously with the execution of this Modification Agreement by Lender, Borrower shall pay to Lender the sum of \$9,000.00, plus Lender's legal fees and closing costs relating to this Modification Agreement.

12. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

13. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

14. The Borrowers hereby ratify and confirm their respective obligations and liabilities under the Notes, Mortgage and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of

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the respective obligations and liabilities of the Trustee and Co-Maker under the Notes, Mortgage and other Loan Documents, as so amended.

15. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

16. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

17. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.


18. This Modification Agreement is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

COLUMBIA NATIONAL BANK OF CHICAGO,
not personally, but solely as
Trustee as aforesaid

By: 
Its: VICE PRESIDENT

ATTEST:

By: 
Its: TRUSTEE

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

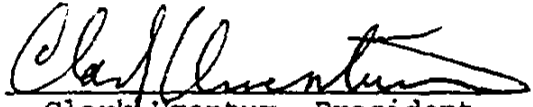
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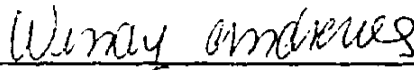
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C. A. DEVELOPMENT, L.L.C.,
an Illinois limited liability
company


By: Clamar Corp., an Illinois
corporation

By: 
Clark Umentum, President

By: Andrews, Inc., an Illinois
corporation


By: 
Wendy Andrews, President


C. PAUL BERTSCHE, individually

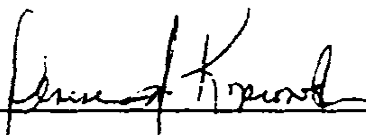

WENDY ANDREWS, individually


CLARK UMENTUM, individually

COLUMBIA NATIONAL BANK OF CHICAGO

By: 
Its: John Doe

ATTEST:

By: 
Its: _____

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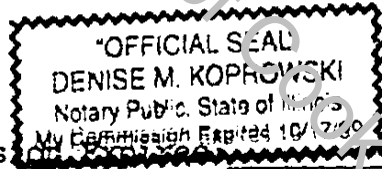
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PHILLIS J. WILKICKI, VICIE BRIDGEMAN of COLUMBIA NATIONAL BANK OF CHICAGO, a National Banking Association, and LAURA L. KELLE, LAURA L. KELLE of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of December, 1996.



Denise M. Koprowski
Notary Public

My Commission Expires 10/17/99

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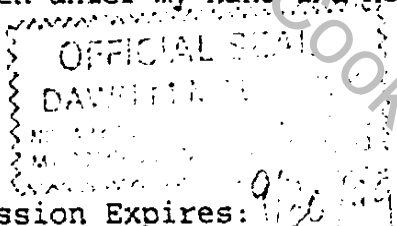
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CLARK UMENTUM, the President of CLAMAR CORP., an Illinois corporation and a member of C. A. Development, L.L.C., an Illinois limited liability company, and WENDY ANDREWS, the President of ANDREWS, INC., an Illinois corporation and a member of C. A. Development, L.L.C., respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed the foregoing instrument on behalf of such members of said limited liability company, as their own and free and voluntary acts and as the free and voluntary act of the above respective corporations, as members of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of December 1996.



Dawn M. Malachuk
Notary Public

My Commission Expires: 09/30/99

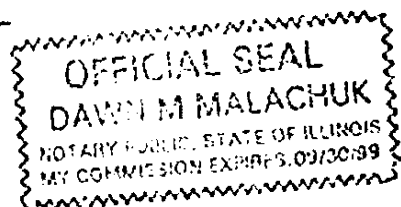
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. PAUL BERTSCHE, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 16th day of December, 1996.

Dawn M. Malachuk
Notary Public

My Commission Expires: 9/30/99



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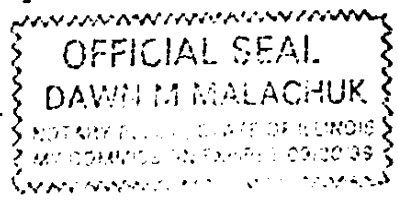
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WENDY ANDREWS, personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 16th day of December, 1996.

Dawn M. Malachuk
Notary Public

My Commission Expires: 9/30/99



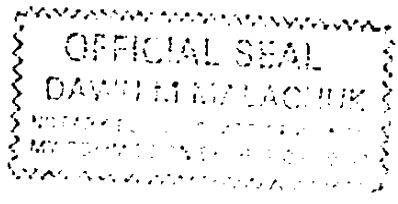
STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CLARK UMENTUM, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 17th day of December, 1996.

Dawn M. Malachuk
Notary Public

My Commission Expires: 9/30/99



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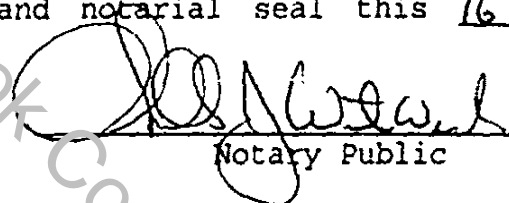
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

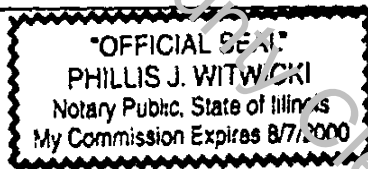
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Beniva, Vice President of COLUMBIA NATIONAL BANK OF CHICAGO, and Devise Kaprowski, Assistant Secretary of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, for purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes set forth.

Given under my hand and notarial seal this 16 day of December, 1996.



Notary Public

My Commission Expires: _____



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EXHIBIT "A"

PHASE I

PIN NO. 13-15-306-060

LOTS 4, 17, 30, 31, 37, 38, 41, 47, 48, 50, 51, 52, 53, 54, 55 AND 69 IN THE TERRACES OF OLD IRVING PARK, BEING A SUBDIVISION OF A PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED DECEMBER 27, 1995 AS DOCUMENT NUMBER 95897748.

PHASE II

PIN NO. 13-15-306-060

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1889 AS DOCUMENT NUMBER 1123682; SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES; THENCE NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, BEING THE POINT OF INTERSECTION ON THE NORTH LINE OF LOT 11 EXTENDED EASTERLY WITH THE EAST LINE OF NORTH KOLMAR AVENUE (27 FEET WIDE PRIVATE STREET) IN THE TERRACES OF OLD IRVING PARK RESUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1995 AS DOCUMENT NUMBER 95897748; THENCE WITH AN ASSUMED BEARING NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 127.97 FEET; THENCE NORTHWESTERLY 97.82 FEET ALONG THE ARC OF A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 193.18 FEET AND A CHORD DISTANCE OF 96.78 FEET WITH A CHORD BEARING OF NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NO. A-303

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AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS FORMERLY LOCATED AND ESTABLISHED, A DISTANCE OF 389.32 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PROPERTY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY CONVEYED TO THE B&B PACKING COMPANY BY QUIT CLAIM DEED NO. 74902, DATED SEPTEMBER 11, 1968; THENCE CONTINUING NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID B&B PACKING COMPANY PROPERTY, A DISTANCE OF 136.82 FEET TO THE MOST WESTERLY CORNER OF SAID B&B PACKING COMPANY PROPERTY; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID B&B PACKING COMPANY PROPERTY, A DISTANCE OF 86.64 FEET TO A LINE PARALLEL WITH AND DISTANCE 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SPUR TRACK I.C.C. NO. 64 OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID SPUR TRACK IS NOW LOCATED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 270 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 11.73 FEET TO A LINE PARALLEL WITH AND DISTANT 25 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE SOUTHBOUND MAIN TRACK (THE MOST EASTERLY MAIN TRACK) OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHERLY ON SAID PARALLEL LINE, 458.11 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,175.67 FEET AND A CHORD DISTANCE OF 455.22 FEET WITH A CHORD BEARING OF SOUTH 24 DEGREES 36 MINUTES 58 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 13 DEGREES 27 MINUTES 10 SECONDS EAST, A DISTANCE OF 331.68 FEET TO A POINT OF CURVE; THENCE SOUTHERLY 58.92 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 2,377.87 FEET AND A CHORD DISTANCE OF 58.92 FEET WITH A CHORD BEARING OF SOUTH 12 DEGREES 37 MINUTES 38 SECONDS EAST TO THE NORTH LINE OF LOT 10 EXTENDED WEST TO THE WEST LINE OF WEST HUTCHINSON AVENUE (16 FEET WIDE PRIVATE STREET) IN SAID TERRACES OF OLD IRVING PARK; THENCE SOUTH 90 DEGREES EAST, A DISTANCE OF 217.47 FEET ALONG THE NORTH LINE OF SAID LOTS 10 AND 11 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Prepared by and after recording return

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