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12/23/95

96160682

**NOTE, MORTGAGE  
AND LOAN DOCUMENT  
MODIFICATION AGREEMENT**

DEPT-01 RECORDING 193.00  
T#0012 TRAN 9401 03/01/96 11:40:00  
#6395 E.R. #96-160682  
COOK COUNTY RECORDER

THIS NOTE,  
MORTGAGE AND LOAN  
DOCUMENT MODIFICATION  
AGREEMENT made and  
entered into as of this

30th day of  
January, 1996 by and between CENTERPOINT PROPERTIES CORPORATION,  
a Maryland corporation ("Borrower") and LASALLE NATIONAL BANK, as  
Lender ("LaSalle") and LASALLE NATIONAL BANK, as Agent ("Agent").

**RECITALE.**

A. Borrower, LaSalle and Agent are parties to a Revolving  
Credit Loan Agreement dated as of June 29, 1995 (the "Loan  
Agreement") in respect to a \$10,000,000.00 credit facility  
pursuant to which Agent is acting as Agent for LaSalle, The Royal  
Bank of Scotland plc and American National Bank and Trust Company  
of Chicago. All initially capitalized terms used herein and not  
otherwise expressly defined herein shall have the definitions  
ascribed in the Loan Agreement.

B. Pursuant to the Loan Agreement, LaSalle is the holder  
of the Prime Rate Note in the principal amount of \$6,000,000.00.  
The Prime Rate Note is secured by the Collateral

C. The Prime Rate Note and the LIBOR Note are secured,  
inter alia, by a Mortgage and Security Agreement with Assignment  
of Rents dated June 29, 1995 recorded (i) July 25, 1995 in the  
Office of the Recorder of Deeds of DuPage County, Illinois as

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Michael S. Kurtzon  
Miller, Shakman, Hamilton,  
Kurtzon & Schlifke  
208 South LaSalle Street  
Suite 1100  
Chicago, Illinois 60604

**TAX IDENTIFICATION NUMBERS:**

See Exhibit "A"

**ADDRESSES OF PROPERTIES:**

See Exhibit "A"

96160682

**BOX 333-CTI**

7537619, 621, 624, 7550673, 676 #67702  
1all

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Document No. 95-094488 and (11) July 7, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95441080 (the "Mortgage") and by other Loan Documents.

D. Borrower has requested that LaSalle from time to time issue one or more letters of credit under which Borrower will be the applicant and a municipality in which Borrower owns or acquires a Parcel will be the beneficiary (each such letter of credit is referred to herein as a "Letter of Credit" and collectively the "Letters of Credit").

E. Subject to the terms and conditions set forth herein, LaSalle is willing to issue the Letters of Credit.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration in hand paid the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Modifications to Loan Agreement.

(a) The Index to the Loan Agreement is modified to add the following:

"2.18 Letters of Credit . . . . . 30"

(b) Article I, Section 1.1 of the Loan Agreement is amended by adding the following definition thereto:

"Letter of Credit shall mean any letter of credit issued by LaSalle for the benefit of a municipality under which Borrower is the applicant and such municipality is the beneficiary."

(c) Article II, Section 2.1(e) is amended by adding the following provision thereto:

"The amount of funds at any time available for borrowing and reborrowing pursuant to LaSalle's Subcredit Revolving Commitment shall be reduced by the aggregate amount of Letters of Credit then outstanding. Any draws under Letters of Credit shall be deemed to constitute Advances under LaSalle's Subcredit Revolving Commitment and shall bear interest at the Interest Rate provided in the Prime Rate Note and be repayable in accordance with the terms thereof and the terms set forth in this Section 2.1(e). Notwithstanding the limitation of the use of Advances under LaSalle's Subcredit Revolving

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Credit Commitment to Operating Expenses set forth in Section 2.1(e)(ii), funds drawn under Letters of Credit may be used for the purposes for which the Letters of Credit were issued."

(d) The following is added at the end of Section 2.12(b) of the Loan Agreement:

"The Non-Use Fee shall not be due in respect to any portion of the Prime Rate Loan Portion for which Letters of Credit have been issued by LaSalle and are outstanding."

(e) The following is added as Section 2.18 to the Loan Agreement:

"2.18 Letters of Credit. Upon the request of Borrower, and subject to the following conditions, LaSalle shall issue Letters of Credit:

(a) The maximum amount of Letters of Credit that may be issued and outstanding at any time shall not exceed \$6,000,000.00 less the then outstanding principal balance of the Prime Rate Loan Portion;

(b) The amount, beneficiary and purpose of each Letter of Credit shall be subject to the reasonable approval of LaSalle;

(c) No Letter of Credit shall mature after the Maturity Date;

(d) Each Letter of Credit shall be issued pursuant to LaSalle's customary form of application for letters of credit and ancillary documentation;

(e) As a condition to issuance of each Letter of Credit, the Policy of title insurance delivered pursuant to Article V, Section 5.1(h) shall be modified to include a Letter of Credit Endorsement in form satisfactory to Agent; and

(f) The Co-Lenders (i) shall have no obligation to issue any Letter of Credit and

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(ii) shall not participate in the fees earned by LaSalle for issuance of any Letter of Credit."

2. Prime Rate Note. The Prime Rate Note is amended by adding the following provision to Section 2(a) thereof:

"All draws against Letters of Credit (as defined in the Loan Agreement) shall be deemed to constitute advances of the Prime Rate Loan Portion (as defined in the Loan Agreement), shall be evidenced by this Note and shall be deemed to have been disbursed on the date upon which such draws are made."

3. Mortgage. The Mortgage is amended by adding as Section 44 thereof the following:

"44. Letters of Credit. All draws under Letters of Credit (as defined in the Loan Agreement) shall constitute principal indebtedness evidenced by the Prime Rate Note and secured by this Mortgage."

4. Waiver of Defenses. Borrower acknowledges that no defenses, offsets or counterclaims are as of the date hereof available to Borrower under the Loan Agreement, Mortgage, the Notes or the Loan Documents.

5. Non-impairment. Nothing herein contained shall impair the Loan Agreement, Mortgage, Notes or Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Agent or the Lenders, it being the intention of the parties hereto that the terms and provisions of the Loan Agreement, Mortgage, Notes and Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. Modifications in Writing. No extension, change, modification or amendment of any kind or nature whatsoever, to or of the Loan Agreement shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

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IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

LASALLE NATIONAL BANK, a national banking association, individually and in its capacity as Agent

ATTEST:

By: [Signature]  
Title: AVP

By: [Signature]  
Title: [Signature]

CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation

ATTEST:

By: [Signature]  
Title: Ver. [Signature]

By: [Signature]  
Title: Chief Financial Officer

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(11) (b) (1) (A)


12/11/15

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## CONSENT OF CO-LENDERS


The undersigned, The Royal Bank of Scotland plc and American National Bank and Trust Company of Chicago, hereby consent to the modifications to the Loan Agreement and Prime Rate Note provided for herein.

THE ROYAL BANK OF SCOTLAND PLC



By: \_\_\_\_\_  
Its: DEREK BONNAR  
VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By:  \_\_\_\_\_  
Its: \_\_\_\_\_

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10/10/2010

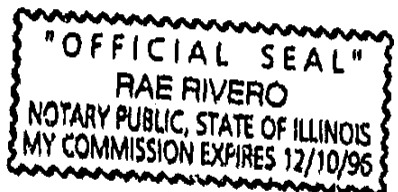
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOHN C. HEIN, VP President and TOM BORAK, AVP Secretary of LASALLE NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP President and AVP 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 act of said Company for the uses and purposes therein set forth; and the said AVP Secretary then and there acknowledged that said AVP Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said AVPs Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14<sup>th</sup> day of February, 1996.

(NOTARY SEAL)



Rae Rivero  
Notary Public

My Commission Expires: 12/10/96

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2025

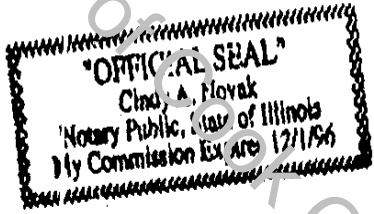
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STATE OF ILLINOIS) )  
 ) SS.  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 30th day of January, 1990, before me personally appeared Ure President and Paul A. Kibicki Secretary of CENTERPOINT PROPERTIES CORPORATION, a corporation under the laws of the State of Maryland to me known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)



Chad A. Novak  
Notary Public  
My Commission Expires: 12-1-96

County Clerk's Office

96160692

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# UNOFFICIAL COPY


STATE OF NEW YORK)  
) SS.  
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that DEREK BONNAR, VICE PRESIDENT of THE ROYAL BANK OF SCOTLAND PLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such

DEREK BONNAR, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of FEBRUARY, 1996.

(NOTARY SEAL)

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

My Commission Expires: 7 July 1996.

STEPHEN A. ARVAY  
Notary Public, State of New York  
No. 41-4864842  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires July 7, 1996.

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STATE OF ILLINOIS) )  
 ) SS.  
COUNTY OF COOK )

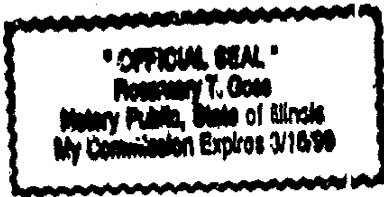
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter C. Malecek, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of February, 1996.

(NOTARY SEAL)

Rosemary T. Goss  
Notary Public

My Commission Expires: 3/16/99

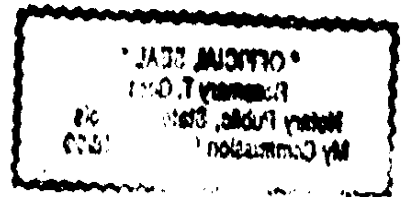


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## EXHIBIT "A"

<u>ADDRESS OF PROPERTY</u>	<u>TAX IDENTIFICATION NUMBER</u>
✓ 4-48 Barrington Road Streamwood, Illinois	06-13-403-017
1015 East State Parkway Schaumburg, Illinois	07-11-400-061
900 East 103rd Street Chicago, Illinois	25-11-300-006; 25-11-300-009; 25-11-300-029; and 25-11-300-037.
2743 Armstrong Court Des Plaines, Illinois	08-36-201-036; and 08-36-201-037.
750 East 110th Street Chicago, Illinois	25-15-406-038
800 Chase Avenue Elk Grove Village, Illinois	08-27-303-025
1700 Hawthorne West Chicago, Illinois	04-05-300-004; and 04-05-300-005.
655 Wheat Lane Wood Dale, Illinois	03-09-204-015
2600 Elmhurst Road Elk Grove Village, Illinois	03-02-203-005

ALL AS MORE FULLY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND  
MADE A PART HEREOF.

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## EXHIBIT "B"

### LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN T. H. P. COMMERCIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED DECEMBER 9, 1988 AS DOCUMENT 88569492, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR (EXCEPT FOR VEHICLES IN EXCESS OF ONE TON IN GROSS WEIGHT) INGRESS AND EGRESS OVER AND ACROSS THE VEHICULAR AISLES, DRIVENAYS, EXITS AND ENTRANCES TO BE CONSTRUCTED ON LOT 1 IN T. H. P. COMMERCIAL PARK SUBDIVISION AFORESAID, AS CREATED BY GRANT OF EASEMENT DATED JULY 24, 1989 AND RECORDED JULY 25, 1989 AS DOCUMENT 89340317.

Address: 4-48 Barrington Road  
Streamwood, Illinois

P.I.N.: 06-13-403-017

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JAN 10 2012



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## PARCEL ONE:

LOT TWO IN CHURCH'S SUBDIVISION OF LOT FIVE IN THE RESUBDIVISION OF PART OF OUTLOT 'D' IN SCHAUMBURG INDUSTRIAL PARK, IN THE SOUTHEAST QUARTER OF SECTION ELEVEN, TOWNSHIP FORTY-ONE NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 31, 1980 AS DOCUMENT NO. LR3163411, IN COOK COUNTY, ILLINOIS.

## PARCEL TWO:

DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL ONE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 31, 1987 AS DOCUMENT NO. 87568273 AND RE-RECORDED DECEMBER 2, 1988 AS DOCUMENT NO. 04015815 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 18, 1985 AND KNOWN AS TRUST NO. 88318, JOHN P. GREENWALD, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 7, 1985, AND JOHN W. LAZZARETTI, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1985, OVER THE FOLLOWING DESCRIBED LAND: THE EAST 30.00% OF LOT ONE IN CHURCH'S SUBDIVISION OF LOT FIVE IN THE RESUBDIVISION OF PART OF OUTLOT 'D' IN SCHAUMBURG INDUSTRIAL PARK, IN THE SOUTHEAST QUARTER OF SECTION ELEVEN, TOWNSHIP FORTY-ONE NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1015 East State Parkway  
Schaumburg, Illinois

P.I.N.: 07-11-400-061

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## PARCEL 1:

THE SOUTH 925.46 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PULLMAN RAILROAD (EXCEPT THEREFROM THE WEST 666.93 FEET AND ALSO EXCEPT THEREFROM THE SOUTH 47 FEET) AND (EXCEPT THE NORTH 15 FEET OF THE SOUTH 925.46 FEET OF THE EAST 165 FEET OF THE WEST 1636.43 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

## PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT 666.93 FEET EAST AND 925.46 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11, SAID POINT BEING ALSO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE DEFENSE PLANT CORPORATION BY DEED DATED JUNE 16, 1941 AND RECORDED JUNE 17, 1941 AS DOCUMENT NUMBER 12704008 IN BOOK 36734, PAGE 248 THEREOF, THENCE NORTH A DISTANCE OF 100 FEET; THENCE EAST ALONG A LINE PARALLEL TO AND 100 FEET NORTHERLY OF THE NORTH LINE OF THE PREMISES CONVEYED TO THE DEFENSE PLANT CORPORATION BY THE DEED RECORDED AS DOCUMENT NUMBER 12704008 AFORESAID A DISTANCE OF 295 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE PREMISES CONVEYED TO THE DEFENSE PLANT CORPORATION AS AFORESAID; THENCE WEST 295 FEET TO PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 666.93 FEET EAST OF THE SOUTH WEST CORNER OF SAID SECTION 11, SAID POINT BEING ALSO THE POINT OF INTERSECTION OF AN EXTENSION OF THE WEST LINE OF A TRACT OF LAND IN SAID SECTION CONVEYED TO DEFENSE PLANT CORPORATION, BY DEED BEARING DATE OF JUNE 16, 1941 AND RECORDED ON JUNE 17, 1941 OFFICE OF RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 12704008 IN BOOK 36734, AT PAGE 248 THEREOF; THENCE NORTH ALONG THE SAID EXTENSION OF THE WEST LINE OF SAID TRACT SO CONVEYED AND CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1028.46 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 80 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID TRACT SO CONVEYED, A DISTANCE OF 1028.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, WHICH IS 616.93 FEET EAST OF THE SOUTH WEST CORNER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING (EXCEPT THE SOUTH 47 FEET TAKEN, USED OR OCCUPIED AS A PUBLIC STREET) ALL LOCATED IN THE CITY OF CHICAGO COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE NORTH 15 FEET OF THE SOUTH 940.46 FEET OF THE EAST 165 FEET OF THE WEST 1126.93 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOW:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 925.46 FEET NORTH OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 WITH THE WESTERLY RIGHT OF WAY LINE OF THE PULLMAN RAILROAD COMPANY (SAID WESTERLY LINE LYING 35 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING SINGLE TRACT IN SAID RIGHT OF WAY); THENCE "WEST" IN SAID LINE 925.46 FEET NORTH OF SAID SOUTH LINE FOR A DISTANCE OF 70.74 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED TO WIT: THENCE NORTH 46 DEGREES 17 MINUTES 39 SECONDS EAST 51.03 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF HIGHWAY RIGHT OF WAY (SAID SOUTHWESTERLY LINE BEING DRAWN FROM A POINT 1470.0 FEET SOUTH OF AND 317.0 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTHWEST 1/4 AS MEASURED ON THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO) TO THE POINT OF INTERSECTION OF A LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY OF THE PULLMAN RAILROAD AFORESAID WITH A LINE 950.00 FEET NORTH OF (AT RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 45 DEGREES 20 MINUTES 21 SECONDS EAST IN SAID SOUTH WEST RIGHT OF WAY LINE 15.25 FEET TO SAID POINT OF INTERSECTION 950 FEET NORTH AND 30 FEET WESTERLY OF SAID RAILROAD, THENCE SOUTH 19 DEGREES 44 MINUTES 54 SECONDS WEST 26.07 FEET TO A POINT IN SAID LINE 925.46 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE WHICH IS 38.92 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST IN SAID PARALLEL LINE 38.93 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 15 FEET OF THE SOUTH 925.46 FEET OF THE EAST 165 FEET OF THE WEST 1636.43 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 900 East 103rd Street  
Chicago, Illinois

P.I.N.: 25-11-300-006;  
25-11-300-009;  
25-11-300-029;  
25-11-300-037.

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LOTS 3 AND 4 IN PASCHEN CONTRACTORS, INC. INDUSTRIAL SUBDIVISION BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2743 Armstrong Court  
Des Plaines, Illinois

P.I.N.: 08-36-201-036; and  
08-36-201-037

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THAT PART OF LOT 7 IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 14 AND THE EAST 1/2 OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7, BEING THE NORTH LINE OF EAST 110TH STREET, A DISTANCE OF 373.50 FEET; THENCE NORTH AT RIGHT ANGLES TO THE SAID SOUTH LINE OF LOT 7, A DISTANCE OF 533.66 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE EAST ALONG SAID NORTH LINE, BEING A CURVED LINE, CONVEX TO THE WEST, WITH A RADIUS OF 369.22 FEET, A DISTANCE OF 36.53 FEET (ARC); THENCE CONTINUING ALONG SAID NORTH LINE ON A CURVED LINE, CONVEX TO THE NORTH, HAVING A COMMON TANGENT WITH THE LAST DESCRIBED CURVED LINE, WITH A RADIUS OF 387.65 FEET, A DISTANCE OF 64.50 FEET (ARC); THENCE CONTINUING ALONG SAID NORTH LINE, BEING A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 422.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 568.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 750 East 110th Street  
Chicago, Illinois

P.I.N.: 25-15-406-038

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LOT 220 IN CENTEX INDUSTRIAL PARK UNIT 117, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT FOR THE FOLLOWING:

## PARCEL 1:

THAT PART OF LOT 220 IN CENTEX INDUSTRIAL PARK UNIT 117, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 36' 22" EAST ALONG THE SOUTH LINE 907.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 36' 22" EAST ALONG SAID SOUTH LINE 406.11 FEET; THENCE NORTH 00° 23' 38" EAST 290.0 FEET TO A POINT ON THE NORTH LINE THEREOF 231.63 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH 89° 36' 20" WEST 48.41 FEET TO A POINT OF CURVE ON SAID NORTH LINE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE BEING AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 383.28 FEET FOR A DISTANCE OF 182.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 62° 19' 18" WEST ALONG SAID NORTH LINE 204.80 FEET TO A LINE DRAWN NORTH 00° 23' 38" EAST THROUGH THE POINT OF BEGINNING; THENCE SOUTH 00° 23' 38" WEST 426.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

THE SOUTH 147.0 FEET OF THAT PART OF LOT 220 LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT THROUGH A POINT THEREIN 1313.50 FEET EAST OF THE SOUTHWEST CORNER THEREOF IN CENTEX INDUSTRIAL PARK UNIT 117, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF LOT 220 LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT THROUGH A POINT THEREIN 1313.50 FEET EAST OF THE SOUTHWEST CORNER THEREOF (EXCEPT THE SOUTH 147.0 FEET OF SAID LOT) IN CENTEX INDUSTRIAL PARK UNIT 117, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 800 Chavo Avenue  
Kik Grove Village, Illinois

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PARCEL 1: THAT PART OF THE WEST 2491.60 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 5 THAT IS 2491.60 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST (ASSURED BEARING) ALONG THE EAST LINE OF THE WEST 2491.60 FEET OF SAID NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 5, (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) 840.16 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 28 SECONDS WEST, 537.22 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 40 SECONDS EAST, 644.34 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST, 1067.32 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 58 SECONDS WEST, 204.03 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 27 SECONDS WEST, 398.26 FEET; THENCE NORTH 01 DEGREE 28 MINUTES 18 SECONDS WEST, 1283.67 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER THAT IS 469.73 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 32 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE, 2021.87 FEET TO THE POINT OF BEGINNING; ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF SPUR TRACKS EASEMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT 894-234814, FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION, AND USE OF THE ABOVE GRANT RAILROAD SPUR TRACKS AND RELATED FIXTURES AND ATTACHMENTS UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE WEST 2491.60 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO, WHEATON AND WESTERN RAILWAY CO. BY WARRANTY DEED RECORDED APRIL 27, 1909 AS DOCUMENT 96758) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 88 DEGREES 29 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY, 672.06 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 29 MINUTES 29 SECONDS WEST, ALONG SAID SOUTH LINE, 10.00 FEET; THENCE NORTH 01 DEGREE 27 MINUTES 00 SECONDS WEST, 1037.12 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 32 SECONDS EAST, 10.00 FEET; THENCE SOUTH 01 DEGREE 27 MINUTES 00 SECONDS EAST, 1037.10 FEET TO THE POINT OF BEGINNING; ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT 894-234813, FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UNDERGROUND SANITARY SEWER PIPES AND RELATED FIXTURES AND ATTACHMENTS UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE WEST 2491.60 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO, WHEATON AND WESTERN RAILWAY CO. BY WARRANTY DEED RECORDED APRIL 27, 1909 AS DOCUMENT 96758) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID PROPERTY 290.26 FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 29 MINUTES 04 SECONDS WEST, 708.08 FEET; THENCE SOUTH 88 DEGREES

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10 MINUTES 43 SECONDS WEST, 798.21 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 49 SECONDS WEST, 92.63 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 52 SECONDS WEST, 27.00 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 55 SECONDS WEST, 897.66 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 32 SECONDS EAST, 20.00 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 55 SECONDS EAST, 879.06 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 52 SECONDS EAST, 19.42 FEET; THENCE SOUTH 29 DEGREES 07 MINUTES 49 SECONDS EAST, 91.58 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 43 SECONDS EAST, 782.74 FEET; THENCE NORTH 69 DEGREES 29 MINUTES 04 SECONDS EAST, 709.27 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, 21.35 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT #54-224513, FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF THE UNDERGROUND STORM SEWER PIPES AND RELATED FIXTURES AND ATTACHMENTS UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE WEST 2492.60 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO, WHEATON AND WESTERN RAILWAY CO. BY WARRANTY DEED RECORDED APRIL 27, 1909 AS DOCUMENT 96758) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 88 DEGREES 29 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY 1918.58 FEET; THENCE NORTH 01 DEGREE 30 MINUTE 31 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 48.96 FEET FOR A POINT OF BEGINNING; THENCE NORTH 81 DEGREES 15 MINUTES 12 SECONDS WEST, 10.00 FEET; THENCE NORTH 18 DEGREES 44 MINUTES 48 SECONDS EAST, 480.01 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, 803.29 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 27 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS EAST, 807.05 FEET; THENCE SOUTH 18 DEGREES 44 MINUTES 48 SECONDS WEST 483.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Address: 1700 Hawthorne  
West Chicago, Illinois

P.I.N.: 04-05-100-004; and  
04-05-100-005.

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LOT 225-1 IN FOREST CREEK UNIT 2B, BEING A RESUBDIVISION OF LOTS 225, 226, 227 AND THE NORTH 10 FEET OF LOT 228 IN FOREST CREEK UNIT 2, IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF UNIT 2B RECORDED APRIL 29, 1983 AS DOCUMENT R83-25062 IN DUPAGE COUNTY, ILLINOIS.

Address: 655 Wheat Lane  
Wood Dale, Illinois

P.I.N.: 03-09-204-015

LOT 2, EXCEPT THEREFROM THE SOUTH 133.0 FEET (EXCEPT THE WEST 30 FEET AND EXCEPT THE EAST 100.0 FEET THEREOF) AN ADDITION TO HOWARD HIRSCH & ROBERT HIRSCH SUBDIVISION OF PART OF DEVON O'HARE INDUSTRIAL PARK UNIT NO. 1, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ADDITION TO HOWARD HIRSCH & ROBERT HIRSCH SUBDIVISION RECORDED APRIL 15, 1976 AS DOCUMENT R66-13149, IN DUPAGE COUNTY, ILLINOIS.

Address: 2600 Elmhurst Road,  
Elk Grove Village, Illinois.

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