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#7864 # LM \*-96-270479  
COOK COUNTY RECORDER

*This space reserved for Recorder's use only.*

## FIFTH AMENDMENT TO LOAN DOCUMENTS

THIS FIFTH AMENDMENT TO LOAN DOCUMENTS (the "Fifth Amendment") is made and entered into as of the 30th day of September, 1995 (the "Effective Date"), by and between SANFORD TAKIFF, COMPANY, a Florida corporation ("Borrower"), and BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, N.A., a national banking association ("Lender").

### RECITALS:

A. Lender has loaned to Borrower an amount not to exceed the principal sum of \$8,100,000.00 (the "Loan") as evidenced by that certain Mortgage Note dated as of April 29, 1990 made by Borrower in favor of the Lender (the "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage dated April 29, 1990 made by Borrower in favor of Lender (the "Mortgage") encumbering certain real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises"), which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois (the "Cook County Recorder") on May 2, 1990, as Document No. 90202605, recorded with the Recorder of Deeds of DuPage County, Illinois (the "DuPage Recorder") on May 3, 1990, as Document

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURNED TO:

96270479

Alison M. Mitchell, Esq.  
Rudnick & Wolfe  
203 North LaSalle  
Chicago, Illinois 60601  
Box 416



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No. R90-053528, and registered with the Registrar of Torrens Titles, Cook County, Illinois (the "Registrar") on May 2, 1990, as Document No. 3877818, and (ii) that certain Collateral Assignment of Leases and Rents dated April 29, 1990, made by Borrower in favor of Lender (the "Assignment of Rents"), which Assignment of Rents was recorded with the Cook County Recorder on May 2, 1990, as Document No. 90202606, recorded with the DuPage County Recorder on May 3, 1990, as Document No. R90-053529, and registered with the Registration on May 2, 1990, as Document No. 3877818. *De Reg # 95506217*

C. The obligations of Borrower under the Loan have been guaranteed by Sanford E. Takiff ("Guarantor") pursuant to the terms of that certain Guaranty of Payment and Performance dated April 29, 1990, made by Guarantor in favor of Lender (the "Guaranty").

D. On January 1, 1992, Lender and Borrower entered into a First Amendment to Loan Documents (the "First Amendment") recorded with the Dupage Recorder on April 28, 1993, as Document No. 93-082384 and recorded with the Cook County Recorder on April 24, 1992, as Document No. 92276739, which First Amendment, among other things, deferred certain principal payments until the Maturity Date.

E. On April 1, 1993, Lender and Borrower entered into a Second Amendment to Loan Documents (the "Second Amendment") recorded with the DuPage Recorder on April 28, 1993, as Document No. 93-082385 and recorded with the Cook County Recorder on April 28, 1993, as Document No. 93324217, which Second Amendment, among other things, extended the Maturity Date and modified the Interest Rate.

F. On July 30, 1993, Lender and Borrower entered into a Third Amendment to Loan Documents (the "Third Amendment") recorded with the DuPage Recorder on December 14, 1993 as Document No. R93-290925 and recorded with the Cook County Recorder on October 25, 1993 as Document No. 93858377, which Third Amendment, among other things, extended the Maturity Date and modified the Interest Rate.

G. On June 30, 1995, Lender and Borrower entered into a Fourth Amendment to Loan Documents (the "Fourth Amendment") recorded with the DuPage Recorder on August 4, 1995 as Document No. R95-101060 and recorded with the Cook County Recorder on August 2, 1995 as Document No. R95506218, which Fourth Amendment, among other things, extended the Maturity Date and modified the Interest Rate.

H. For convenience, the Note, the Mortgage, the Assignment of Rents, the Guaranty, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and each other document executed in connection with the Loan are referred to herein as the "Loan Documents".

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I. Borrower hereby represents and warrants to Lender that there is no other mortgage lien currently encumbering the Premises and that there are no other liens or interests now outstanding against the Premises.

J. Borrower and Lender desire to further amend the Note as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged by the parties, Lender and Borrower hereby agree as follows:

1. Recitals. The above Recitals are incorporated herein as if set forth at length in the body of this Fifth Amendment.

2. Extension of Maturity Date. The Maturity Date, as defined in the Note, is hereby extended to September 30, 1996. Any and all references in the Note or other Loan Documents to the Maturity Date shall henceforth mean September 30, 1996.

3. Modification of Interest Rate. Interest shall accrue on the entire amount of the principal balance outstanding hereunder from the date hereof from time to time at the modified interest rate ("Modified Interest Rate") of one-half of one percent (1/2%) per annum above the Reference Rate (as defined in the Note); provided, however, that upon payments to principal resulting in a reduction of the principal balance then outstanding under the Note to an amount less than or equal to Three Million and No/100 Dollars (\$3,000,000.00) interest shall accrue at the substitute modified interest rate ("Substitute Modified Interest Rate") equal to the Reference Rate (as defined in the Note). Any and all references in the Note or other Loan Documents to the Interest Rate shall henceforth mean the Modified Interest Rate and/or the Substitute Modified Interest Rate (as applicable).

4. Principal Payments. Borrower shall continue to make principal payments on the first day of each month to Lender in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) until the Maturity Date.

5. References in Loan Documents. All references to any of the Loan Documents in any of the Loan Documents shall be deemed to refer to such Loan Documents as amended hereby.

6. No Defenses. To induce Lender to enter into this Fifth Amendment, Borrower hereby represents, acknowledges and agrees that it does not now have or hold any defense to the enforcement of any of the Loan Documents or any claim against Lender which might be set-off or credited against any payments due under any of the Loan Documents.

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7. **Default Rate; No Waiver of Remedies.** The Default Rate (as defined in the Note) shall continue to be applicable in the event of the failure of Borrower to make any payments of interest and/or principal when due under the terms of the Loan Documents, as herein modified. In addition, and without limiting the foregoing, except as only as otherwise expressly provided in the Loan Documents, as herein modified, Lender expressly reserves any and all rights and remedies available to it in the event Borrower defaults under any other terms, conditions and provisions of the Loan Documents, as herein modified. No failure to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege operate as a waiver thereof. The rights and remedies provided in this Fifth Amendment, the Loan Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. Except only as otherwise expressly provided in the Loan Documents, as herein modified, no notice to or demand upon Borrower in any instance shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

8. **Release.** As additional consideration of the modification of the Loan Documents by Lender as herein set forth, Borrower hereby releases and forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower may now have or claim to have against Lender, as of the Effective Date, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the Effective Date. This agreement and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan Documents, as herein modified, and that all agreements and understandings between Borrower and Lender are expressed and embodied in the Loan Documents, as herein modified.

9. **Expenses.** Borrower shall either pay directly or reimburse Lender for all of Lender's out-of-pocket expenses (including but not limited to attorney's fees) incurred in connection with this Fifth Amendment.

10. **Execution of Confirmatory Documents.** Borrower, upon the request of Lender, shall execute such confirmatory documents as Lender may reasonably request in order to implement the purpose and intent of this Fifth Amendment.

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11. Status of Loan Documents. The Loan Documents, as expressly modified and amended by this Fifth Amendment, shall continue in full force and effect, and the Loan Documents, as thus modified and amended, are hereby ratified, confirmed and approved, and Borrower represents, warrants and covenants that all representations, warranties and covenants under the Loan Documents are true and correct as of the date hereof.

12. Governing Law. This Fifth Amendment shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

13. Priority of Mortgage. All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Assignment of Rents, as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be signed by their duly authorized representatives as of the date and year first above written.

**LENDER:**

BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, N.A., a national banking corporation

By: [Signature]  
Name: \_\_\_\_\_  
Title: Victor P. Stasfog  
Senior Vice President

**ATTEST:**

By: [Signature]  
Name: Deanna L. Levin  
Title: Banking Officer

**BORROWER:**

SANFORD TAKIFF COMPANY, a Florida corporation

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

6-7-2006

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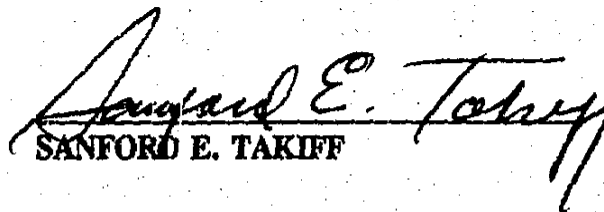
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## CONSENT AND ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, as Guarantor of the Loan referred to above, pursuant to the Guaranty, hereby consents to and approves of the foregoing Fifth Amendment to Loan Documents and hereby reaffirms that all of the Guarantor's obligations with respect to the Guaranty remain in full force and effect. Guarantor hereby acknowledges that all of the Guarantor's obligations with respect to the Guaranty are unimpaired by the foregoing Fifth Amendment. Further, the undersigned hereby represents, acknowledges and agrees, as an inducement to Lender to enter into the Fifth Amendment, that the undersigned does not now have or hold any defense to the enforcement of the Guaranty or any claim against Lender which might be set-off or credited against any payments due under the Guaranty.

Dated as of the 30th day of September, 1995.

  
SANFORD E. TAKIFF

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

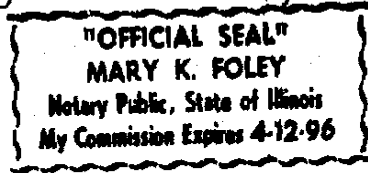
I, Mary K Foley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victor J. Starcew and Deanna Levin and Bank Officer of BANK OF AMERICA ILLINOIS, formerly known as CONTINENTAL BANK, N.A., personally known to me to be the same persons whose names are respectively subscribed to the foregoing instrument as such Senior Vice President and Bank Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of October, 1995.

Mary K Foley  
NOTARY PUBLIC

My Commission Expires

4/12/96



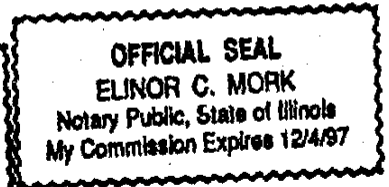
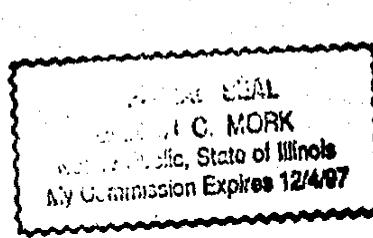
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

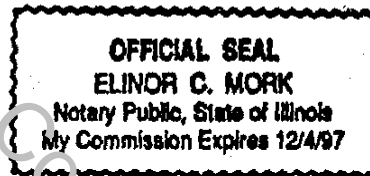


I, ELINOR C. MORK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SANFORD TAKIFF and BOBETTE TAKIFF, President and Secretary of SANFORD TAKIFF COMPANY, A Florida corporation, personally known to me to be the same persons whose names are respectively subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1995.

Elinor C. Mork  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



I, ELINOR C. MORK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SANFORD E. TAKIFF, individually and personally known to me to be the person whose name is subscribed to the foregoing instrument individually as Guarantor appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1995.

Elinor C. Mork  
NOTARY PUBLIC

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~~EXHIBIT A~~  
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LEGAL DESCRIPTION OF THE PREMISES

ARLINGTON HEIGHTS

LOT 1 IN THE RESUBDIVISION OF LOT 1 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT NO. 12, A RESUBDIVISION OF LOTS 2 AND 3 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 9, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 1331 West Dundee Road  
Arlington Heights, Illinois

Permanent Tax Number: 03-07-102-010

CHICAGO RIDGE

PARCEL 1:

LOT 3 IN CHICAGO RIDGE MALL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER RING ROAD AND ACCESS ROAD AS DESCRIBED IN FUTURE DEVELOPMENT PARCELS AGREEMENT RECORDED AS DOCUMENT 25484411, AND A PERPETUAL NON-EXCLUSIVE EASEMENT FOR PARKING AS DEFINED IN OPERATING AGREEMENT RECORDED AS DOCUMENT 25484410 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 28, 1981 AND RECORDED JANUARY 12, 1982 AS DOCUMENT 26109859.

Address of Property: 9600 South Ridgeland Avenue  
Chicago Ridge, Illinois

Permanent Tax Number: 24-07-216-019

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ORLAND PARK  
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PARCEL 1

LOT 1 IN SAGA SUBDIVISION, BEING A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501619.

PARCEL 2

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY INSTRUMENT DATED NOVEMBER 29, 1982 AND RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501621 OVER AND UPON THE WEST 8 FEET OF THE SOUTH 203 FEET OF THE NORTH 243 FEET OF THE WEST 35 FEET OF THE EAST 378 FEET LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF MANNHEIM ROAD, AS DEDICATED, OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

PERPETUAL, NON-EXCLUSIVE EASEMENT BY VEHICULAR AND PEDESTRIAN TRAFFIC FOR INGRESS, EGRESS AND PARKING CREATED BY GRANT OF RECIPROCAL EASEMENT RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501621 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND IMPROVED FOR VEHICULAR PARKING AND PEDESTRIAN SIDEWALKS AND WALKWAYS:

THE SOUTH 393.0 FEET OF THE NORTH 443.0 FEET (EXCEPT THE WEST 660.0 FEET THEREOF) AND (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES FOR LAGRANGE ROAD (KEAN AVENUE) ACCORDING TO DOCUMENT NO. 10123563 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS) OF MANNHEIM ROAD (ALSO KNOWN AS LAGRANGE ROAD OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOT 13 IN ORLAND CENTER SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address of Property: 15300 South LaGrange Road  
Orland Park, Illinois

Permanent Tax Number: 27-16-201-015

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## DES PLAINES

LOT 80 IN KOSIOL AND WEDGEWOOD RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE SOUTHEAST 1/4 OF SECTION 19, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 850 Oakton Street  
Des Plaines, Illinois

Permanent Tax Number: 09-20-320-048

## SCHAUMBURG

LOT 2 IN SAGA SUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN SUSAN'S SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED WITH THE REGISTRAR OF DEEDS ON FEBRUARY 24, 1982 AS DOCUMENT NO. LR3250981, IN COOK COUNTY, ILLINOIS.

Address of Property: 800 East Golf Road  
Schaumburg, Illinois

Permanent Tax Number: 07-11-400-072

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AURORA

PARCEL 1: LOT 1 IN FOX VALLEY EAST REGION 1 UNIT NO. 10, BEING A SUBDIVISION OF LOT 2 IN FOX VALLEY EAST REGION UNIT NO. 8, BEING A PART OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FOX VALLEY EAST REGION 1 UNIT NO. 10, RECORDED DECEMBER 28, 1983 AS DOCUMENT R83-94954, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT, CREATED AND GRANTED AS AN APPURTENANCE TO PARCEL 1 ABOVE, ACROSS & UPON THE FOX VALLEY CENTER RING ROAD, AS ESTABLISHED BY AND CONTAINED IN ARTICLE X, PARAGRAPH II, SUBPARAGRAPH (D) (1) OF THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED JULY 28, 1975 AND RECORDED SEPTEMBER 11, 1975 AS DOCUMENT R75-18235 FOR INGRESS & EGRESS TO PARCEL 1 ABOVE, SUCH EASEMENT TO BE SUBJECT TO THE TERMS & CONDITIONS THEREIN PROVIDED.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS & PARKING FOR THE BENEFIT OF PARCEL 2 ABOVE AS CREATED BY EASEMENT AGREEMENT BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1974 AND KNOWN AS TRUST NUMBER 47699 AND SAGA PROPERTY MANAGEMENT CORPORATION, A CALIFORNIA CORPORATION DATED DECEMBER 28, 1983 AND RECORDED JANUARY 3, 1984 AS DOCUMENT R84-01285, OVER THE FOLLOWING LAND:

LOT 2 IN FOX VALLEY EAST REGION UNIT 1 NO. 10, BEING A SUBDIVISION OF LOT 2, IN FOX VALLEY EAST REGION 1 UNIT 8, BEING A PART OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FOX VALLEY REGION 1, UNIT NO. 10, RECORDED AS DOCUMENT NO. R83-94954, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: NON-EXCLUSIVE CROSS EASEMENT FOR THE BENEFIT OF PARCEL 1 ABOVE, AS RESERVED AND SET FORTH ON THE PLAT OF FOX VALLEY EAST REGION 1, UNIT NO. 10 RECORDED DECEMBER 28, 1983 AS DOCUMENT R83-94954, OVER THE FOLLOWING LAND: A STRIP OF LAND 15 FEET IN WIDTH LYING WEST OF AND ADJOINING PARCEL 1, AFORESAID.

Address of Property: 4400 FOX VALLEY CENTER DRIVE  
AURORA, ILLINOIS

Permanent Tax Number: 07-21-401-077

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## GLENDALE HEIGHTS

THAT PART OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ARMY TRAIL ROAD WITH THE CENTERLINE OF BLOOMINGDALE ROAD; THENCE NORTHWESTWARD ALONG THE CENTERLINE OF SAID ARMY TRAIL ROAD, NORTH 78 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 305.54 FEET TO THE SOUTHEAST CORNER OF PARCEL A IN "PLAZA WESTLAKE SHOPPING CENTER SUB" ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1978 AS DOCUMENT NO. R78-84969, AND ACCORDING TO A CERTIFICATE OF CORRECTION RECORDED JANUARY 23, 1979 AS DOCUMENT NO. R79-86724; THENCE NORTHERLY ALONG THE COURSES OF SAID PARCEL A, NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.92 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ARMY TRAIL ROAD; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEXED TO THE NORTHEAST, OF 71.69 FEET IN RADIUS, FOR AN ARC LENGTH OF 60.06 FEET TO A POINT OF TANGENCY; THENCE NORTH 47 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 63.27 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST, 25.0 FEET IN RADIUS, FOR AN ARC LENGTH OF 30.34 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 60.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 379.0 FEET TO A POINT ON THE CENTERLINE OF BLOOMINGDALE ROAD; THENCE SOUTHWARD ALONG THE SAID CENTERLINE OF BLOOMINGDALE ROAD, SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 283.07 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THOSE PARTS TAKEN USED OR DEDICATED FOR PUBLIC ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT AS TO EASEMENTS AND RESTRICTIONS FROM CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1978 AND KNOWN AS TRUST NUMBER 22975 TO THE HOFFMAN GROUP, INC., A DELAWARE CORPORATION, DATED JULY 31, 1978 AND RECORDED AUGUST 29, 1978 AS DOCUMENT R78-81754, AND AMENDMENT RECORDED MAY 3, 1982 AS DOCUMENT R82-17105, OVER THE FOLLOWING LAND: THAT PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERLINE INTERSECTIONS OF ARMY TRAIL ROAD AND BLOOMINGDALE ROAD NORTH, 78 DEGREES 43 MINUTES 34 SECONDS WEST ALONG THE CENTER OF ARMY TRAIL ROAD 303.53 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST 50.92 FEET TO THE POINT OF BEGINNING; THENCE THROUGH A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 23 DEGREES 08 MINUTES 38 SECONDS WEST AND A RADIUS OF 67.85 FEET, 56.31 FEET; THENCE NORTH 47 DEGREES 39 MINUTES 38 SECONDS WEST, 65.00 FEET; THENCE THROUGH A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 23 DEGREES 39 MINUTES 38 SECONDS WEST AND A RADIUS OF 25.00 FEET, 20.33 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, 60.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, 379.00 FEET TO THE CENTER OF BLOOMINGDALE ROAD; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST ALONG SAID CENTER OF ROAD 30 FEET;

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THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST 419.00 FEET; THENCE SOUTH 08 DEGREES 20 MINUTES 22 SECONDS EAST 90.00 FEET; THENCE THROUGH A CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 23 DEGREES, 39 MINUTES 38 SECONDS EAST, AND A RADIUS OF 65.00 FEET, 52.07 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 38 SECONDS EAST, 65.00 FEET; THENCE THROUGH A CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 23 DEGREES 08 MINUTES 38 SECONDS EAST AND A RADIUS OF 27.85 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF ARMY TRAIL ROAD; THENCE SOUTH 78 DEGREES 43 MINUTES 34 SECONDS EAST ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THOSE PARTS THEREOF HERETOFORE TAKEN, USED OR DEDICATED FOR PUBLIC ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

Address of Property: 2150 BLOOMINGDALE ROAD  
GLENDAL HEIGHTS, ILLINOIS

Permanent Tax Number: 02-22-100-004

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