RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Timothy J. Oxley, Enq. Winston & Strawn 35 W. Wacker Drive Chicago, IL 60601

FIRST AMENDMENT TO LOAN MODIFICATION AND AMENDED AND RESTATED LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOWN MODIFICATION AND AMENDED AND RESTATED LOAN AGREEMENT (the "Fire Amendment") made and entered into this 12th day of December 1997 by and among GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), a New York corporation, GREAT OAK LLC, a Delaware limited liability company ("Great Oak"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally by solely as Trustee under Trust Agreement dated July 26, 1977 and known as Trust No. 40935 ("Borrower"), CONTINENTAL TOWERS ASSOCIATES-I, an Illinois limited partnership ("Beneficiary"), RICHARD A. HEISE ("Heise"), ROLAND E. CASATI ("Casati"), CASATI-HEISE PARTNERSHIP, an Illinois general partnership ("C/H Partnership") and FIRST BANK N.A., not personally but solely as Trustee under a Trust Agreement dated September 27, 1976 and known as Trust No. 5602 ("First Bank"),

WITNESSETH:

WHEREAS, Borrower, Beneficiary, Heise, Casati and C/H Partnership entered into a certain Loan Modification and Amended and Restated Loan Agreement with GECC dated as of June 1, 1995 (the "Amended and Restated Loan Agreement") which modified and restated the rights and obligations of the parties thereto in respect of a loan (the "Loan") in the aggregate principal amount not to exceed \$156,306,073 made by GECC to Borrower which was

Property of Cook County Clerk's Office

secured by (A) that certain Amended and Restated First Mortgage dated as of October 1, 1991 from Borrower and joined in by C/H Partnership to GECC as mortgages encumbering the real estate which is legally described as Parcel I on Exhibit A to this First Amendment, which Amended and Restated Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 92001888, as amended by a First Amendatory Agreement recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 93434372, a Second Amendment and the Loan Modification and Amended and Restated Loan Agreement recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95545031 (as so amended, the "First Mortgage"); and (B) that certain Assignment of Rents and Leases executed by Borrower in favor of GECC dated as of October 1, 1991 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 92001889 (the "Assignment of Rents").

- B. WHEREYS, First Bank was not a party to the Amended and Restated Loan Agreement but in connection therewith executed the Supplemental Mortgaga (as defined in the Amended and Restated Loan Agreement) which created a first mortgage to secure the Loan on the Additional Property (as defined in the Amended and Restated Loan Agreement) which is identified as Parcel II on Exhibit A, which Supplemental Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95545032 (as so amended, the "Supplemental Mortgage").
- C. WHEREAS, GECC assigned rotes representing a portion of the indebtedness comprising the Loan to Great Oak.
- D. WHEREAS, GECC and Great Oak have contracted to sell all of their right, title and interest in the Loan evidenced and secured by the Amended and Restated Loan Agranment and by the other Loan Documents (as that term is defined in the Amended and Restated Loan Agreement) to Prime Group Realty, L.P., a Delaware limited partnership ("Prime"), pursuant to a Loan Purchase Agreement dated as of November 6, 1997.
- E. WHEREAS, Prime has requested that the parties hereto enter into this First Amendment immediately prior to the closing of its purchase of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used in this First Amendment which are not defined herein shall have the definitions set forth in the Amended and Restated Loan Agreement.

WAR UNOFFICIAL COPY

Property of Coot County Clark's Office

- 2. All references to "GECC" in the Amended and Restated Loan Agreement shall be changed to "Holder" unless the reference is to events prior to the date hereof.
- The definition of "Adjusted Net Operating Income" shall be deleted and the following definition shall be substituted in its place:

"'Adjusted Net Operating Income' for any period shall mean Net Operating Income for such period less Basic Payments made during such period. "

- 4. The definition of "Current Manager" shall be deleted and the following definition shall be substituted in its place:
 - "Current Manager' shall mean such property management company or may be designated from time to time by Holder by written notice to Borrower and to the then Current Manager. Upon any such designation, Borrower will enter into any documents reasonably requested by such new manager and shall cooperate in the transfer of management responsibilities to such new manager
- 5. Paragraph (a) in the definition of "Gross Revenues" shall be deleted and the following paragraph shall be substituted in its place:
 - "(a) Gross Revenues shall be determined in accordance with the cash basis method of accounting, except that rents for the month of January which are paid in the preceding December shall be included in Gross Revenues for the month of January to which they apply; and"
 - The following definition is inserted in Section 1.1:

"'Holder' shall mean the holder of the 1997 Note from time to time."

- 7. In the definition of "Maturity Date" the parase "October 1, 1998" shall be deleted and the date "January 5, 2013" shall be inserted in its place.
- The definition of "Operating Costs" shall be amended by deleting subparagraph (c).
- 9. The following definition of "1997 Note" is inserted in Section 1.1:
 - "'1997 Note' shall mean the promissory note in the form attached as Exhibit B which has been executed and delivered by Borrower as evidence of the Loan effective as of the date hereof."

MONTH UNOFFICIAL COPY

Property of Coof County Clerk's Office

97947240

- 10. Attached as Exhibit C is a schedule showing the present outstanding principal balance and accrued unpaid interest under each of the Notes.
- 11. Effective as of the date hereof, the 1997 Note shall be deemed to supersede the Notes shall be and be deemed modified, amended and restated in their entirety by the 1997 Note, and the Notes shall be marked "CANCELLED", it being understood and agreed that the Loan has not been satisfied and that the 1997 Note simply replaces the Notes as evidence of the indebtedness. In addition, effective as of the date hereof, Sections 4.1, 4.2 and 4.3 of the Amended and Restated Loan Agreement are deleted and the following Sections are substituted in their places:
 - "4.1 Loan. Borrower hereby acknowledges that the outstanding balance of the Loan is [\$163,892,382.99] and that this amount is evidenced and secured and governed in accordance with the terms and provisions hereof and of the other Loan Documents.
 - "4.2 Ncces The Loan shall be evidenced by the 1997 Note.
 - "4.3 Interest. The Loan shall bear interest at the rates set forth in the 1997 Note."
- 12. Sections 6.1 and 6.2 of the Amended and Restated Loan Agreement are deleted and the fellowing sections are substituted in their places:
 - "6.1 <u>Basic Payments</u>. On the 15th day of each month, Borrower will pay to Holder (to the extent not received by Holder through the Lock Box) an amount (herein called the 'Basic Payments') equal to the sum of
 - "(a) An amount of Base Interest equal to the Minimum Interest as that term is defined in the 1957 Note.
 - "(b) Amounts payable monthly as a tax reserve (herein called the 'Tax Reserve') as provided for in the Mortgage.
 - "6.2 Maturity Date. In all events the entire outstanding principal balance of the Loan, including principal and interest and other sums required by the Loan Documents shall be due and payable on the Maturity Date, without notice or grace."
- 13. Effective as of January 1, 1998 (so that the existing provision will apply for the entire 1997 Loan Year), Section 6.3 of the Amended and Restated Loan Agreement is deleted and the following section is inserted in its place:
 - "6.3 Payment of Adjusted Net Operating Income. On the 20th day of each month, commencing February 20, 1998,

我们是"我也没

Property of Cook County Clerk's Office

- (i) First, to payment of all Base Interest which has accrued on the 1997 Note in the current Loan Year;
- (ii) Second, to payment of all Base Interest which accrued on the 1997 Note in the prior Loan Years and has been capitalized;
- (iii) Third, to reduction of the outstanding principal balance of the 1997 Note; and
- (iv) Fourth, to payment of all Contingent Interest which has accumulated on the 1997 Note, plus any accrued interest thereon."
- 15. Pursuant to the terms of the Tax Indemnity Agreement of even date herewith by and among Prime, Beneficiary, C/H Partnership, Casati and Heise, Beneficiary has agreed to grant to a party to be designated by Prime ("Optionor") an option (the "Option") to purchase portions of the Premises which are not improved with buildings (the "Option Property") to permit the construction of additional improvements on the Premises. In the event that the Optionor exercises the Option, Holder consents to the sale of the Option Property to the Optionor and, upon request of Borrower and conditioned upon the deposit of the net proceeds

Property of Cook County Clark's Office

97947240

of such sale into the Lock Box, shall release the Option Property from the lien of the Mortgage .

- 16. Article VII of the Amended and Rostated Loan Agreement is deleted.
- 17. Article VIII is amended by deleting Section 8.1 and Section 8.4.

- 18. Article IX of the Amended and Restated Loan Agreement is deleted. Contemporaneously with the execution of this First Amendment, Holder shall return to the C/H Entities all Loan Documents related to the Special Collateral.
- 19. Subsections (c), (d) and (f) of Section 11.5 are deleted.
- 20. Holder agrees that to the extent that responsibility for performance of any obligation of any member of Borrower Group under the Amended and Restated Loan Agreement and any other Loan Document has been assegated to Current Manager, the failure of Current Manager to perform such obligation shall not be deemed to create a default under the Amended and Restated Loan Agreement or any other Loan Document.
- 21. Subsection 12.1(f) is amended by deleting subsection (vi).
- 22. Section 12.3 is deleted and the following section is substituted in its place:
 - "12.3 Rights of and Limitations on Holder. the occurrence of any Event of Default, Holder may, without further notice, declare immediately due and payable the Notes and all indebtedness evidenced thereby and/or secured by the Loan Documents and may institute such actions and proceedings, judicial or otherwise, as Holder may deem necessary or appropriate to realize upon the Collateral and security afforded by the Loan Documents or otherwise, and/or to recover from any Person liable therefor all sums so due and payable and any damages. Notwithstanding the foregoing, Holder shall not cause a discharge or cancellation of all or any portion of the Loan or any event having the same effect for federal income tax purposes without the consent of Borrower, provided, however, this limitation shall not preclude Holder from foreclosing or accepting a deed in lieu of foreclosure with respect to the Loan without such consent."
- 23. Section 12.5 is amended by deleting subsection (c) and inserting the following subsection in its place:

M. Stant Lower

Property of Cook County Clerk's Office

97947240

"(c) All monies disbursed by Holder for any of the purposes herein authorized or authorized by the Notes or other Loan Documents, and any expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other funds advance by Holder to protect the Premises or other Collateral shall be reimbursable immediately from the Lock Box."

- Sections 13.2, 13.3 and 13.4 of the Amended and Restated Loan Agreement are deleted.
 - Subsections 14.13(f) and 14.13(g) are deleted. 25.
- 26 Section 14.4 is amended by deleting subsections (a) and (b) are releted and the following subsections are substituted in their place
 - If to Borrower and each Controlling Entity: (a)

c/c Continental Offices Ltd. Suite 109 Regency office Plaza 2700 River Road Des Plaince, Illinois 60018

Telecopier No. 247-795-8058

with a copy to:

Richard A. Heise, Sr. Suite 2909 One Financial Place 440 South LaSalle Street Chicago, Illinois 60605

Continue Office Telecopier No. 312-663-1359

Of the State of

Property of Coot County Clert's Office

and to:

97947240

Sidley & Austin One First National Plaza Chicago, Illinois 60603 Attention: Albert Ritchie

Telecopier No. 312-853-7036

(b) If to Holder:

Prime Group Realty, L.P. 77 West Wacker Drive Suite 3900 Attention: Pro-Telecopier No. 312-917-0460 Chicago, Illinois 60601

Winston & Strawn 35 West Vanker Drive Chicago, Illinois 60601 Attention: Wayne Boberg

Telecopier No. 212-558-5700

- 27. The First Mortgage, the Supplemental Mortgage, the Assignment of Rents and all other Loan Locuments (as defined in the Amended and Restated Loan Agreement) are hereby amended and modified as provided herein. Whenever in the Amended and Restated Loan Agreement and the other Loan Documents, as hereby amended, reference is made to the Loan Agreemers, the Loan Documents and/or the Notes, such references shall be deemed references to the Amended and Restated Loan Agreement, the Loan Documents and the 1997 Note, as the case may be, as arended by this First Amendment. This First Amendment shall conscitute a Loan Document as defined in the Amended and Restated Loan Agreement.
- 28. Notwithstanding any provision of the Amended and Restated Loan Agreement or any other Loan Document, no member of Borrower Group shall have any obligation to reimburse Holder for its costs in connection with its purchase of the Loan or the negotiation and execution of this First Amendment.
- 29. In the event of any inconsistency or conflict between the provisions of this First Amendment and the provisions of the Amended and Restated Loan Agreement or any other Loan Document, the provisions of this First Amendment shall control. Except as modified in this First Amendment, explicitly or implicitly, the

Property or Coot County Clark's Office

97947240

Amended and Restated Loan Agreement and the Loan Documents are ratified and confirmed.

This Amendment is executed by American National Bank and Trust Company of Chicago, a national banking association, and First Bank, N.A., not personally but solely in their respective capacities as Trustees of the Trust Agreement identified above in the exercise of the power and authority respectively conferred upon and vested in them as such Trustees. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees are undertaken by them solely in their capacities as Trustees and not personally. It is further understood and agreed that the Trustees merely hold title to the respective properties herein described and have no agents, employees or control over the management of the Premises and no knowledge of other factual matters except as represented to them by the beneficiaries of the Trusts. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustees on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trucce's in this instrument, all such liability being expressly waived by every person now or hereafter claiming

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Organia.

Property of Coot County Clert's Office

97947240

any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

33

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be duly executed all on and as of the day, month and year first above written.

	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid
	Ву:
Droporty Or O	CONTINENTAL TOWERS ASSOCIATES-I, an Illinois limited partnership
· C	By: Casati-Heise Partnership, General Partner
	By: Richard A. Heise, Sr., Partner CASATI-HEISE PARTNERSHIP, an Illinois general partnership By: Roland E. Casati, Partner By: Richard A. Heise, Sr., Partner
	FIRST BANK, N.A., not personally but as Trustee as aforesaid
	By:

Property of Cook County Clerk's Office

97947240

any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be duly executed all on and as of the day, month and year first above written.

AM OF Tr	ERICAN NATIONAL BANK AND TRUST COMPANY CHICAGO, not personally but as ustee as aforesaid
OF Tr By CO an	ŧ
CO an	NTINENTAL TOWERS ASSOCIATES-I, Illinois limited partnership
Ву	: Casati-Heise Partnership, General Partner
	By: Roland E. Casati, Partner
	By: Richard A. Heise, Sr., Partner
CA: an	SATI-HEISE PARTYCREHIP, Illinois general partnership
	By: Ablantita
	Roland E. Casati Partner By:
	Richard A. Heise, Sr., Partner
	RST BANK, N.A., not personally but as ustee as aforesaid
Ву	* ************************************

AMERICAN NATIONAL BANK AND TRUST COMPANY

Property of Coot County Clark's Office

any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF t mendment to be duly exec ear first above written.	the parties hereto have caused this First tuted all on and as of the day, month and			
	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid			
	By: Mylan			
J-Ox	CONTINENTAL TOWERS ASSOCIATES-I, an Illinois limited partnership			
	By: Casati-Heise Partnership, General Partner			
	Roland E. Casati, Partner By: Richard A. Heise, Sr., Partner			
CASATI-HEISE PAR (NERSHIP, an Illinois general partnership				
	By: Roland E. Casati, Fartner			
	By: Richard A. Heise, Sr., Partner			
AMERICAN NATIONAL BANK A TRUST COMPANY OF CEBOARIC AS SUCCESSUR UND TERMINE TO FIRST BANK NATIONAL ANGOLOGICAL	FIRST BANK, N.A., not personally but as Trustee as aforesaid			
	By: VO			

Property of Coot County Clark's Office

97047249

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation

GREAT OAK LLC, a Delaware limited liability company

Property or Cook County Clerk's Office

Property of Coof County Clark's Office

97947249

) SS
COUNTY OF COOK)
in and for the County and State aforesaid, do hereby certify that MICHAEL WHELAN President of President of American National Bank and Trust Company of Chicago ("Bank"), a national banking association, and 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 Secretary, respectively, appeared before me 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 the uses and purposes therein se forth; and the said Secretary did then and there
forth; and the said Secretary did then and ther acknowledge that he/she, as custodian for the corporate seal of said Bank, did affix the said instrument as his/her 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 / day o
Notary Public
My Commission Expires: BRIAN T HOSEY HOTARY PUBLIC STATE OF LUNOIS
My Commission Expires 140, 180

Aroperty of Cook County Clerk's Office

STATE OF ILLINOIS) SS 97947240 COUNTY OF COOK)

I, Albert Ritchie, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard A. Heise, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument individually as his free and voluntary act, on behalf of Casati-Heise Partnership as its free and voluntary act, and on behalf of Continental Towers Associates-I as its free and voluntary act, in each case for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22-12 day of December, 1997.

Notary Public

My Commission Expires:

"OFULCIAL SEAL"

ALDERT RITOHIE

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES 4/23/2001

College Land

Property of Coof County Clark's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

97947240

I, Albert Ritchie, a Notary Public in and for the County and State aforesaid, do hereby certify that Roland E. Casati, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument individually as his free and voluntary act, on behalf of Casati-Heise Partnership as its free and voluntary act, and on behalf of Continental Towers Associates-I as its free and voluntary act, in each case for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of December, 1997.

Wetary Public

My Commission Expires:

"OFFICIAL SEAL"

ALBERT RITCHIE

NOT RY FUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 4/23/2001

OF THE PARTY

Proberty of Cook County Clark's Office

STATE OF ILLINOIS)	97947240
COUNTY OF COOK)	
national banking associated and said Pant, personally known names are subscribed to the president appeared before me in personal delivered the said in acts, and as the free and uses and purposes therein secretary he/she, as custodian for affix the said instrument	, a Notary Public State aforesaid, do hereby certify that President of President of President of Itan, as successor to First Bank, N.A., Secretary of Itan Itan Itan Itan Itan Itan Itan Itan
purposes therein set fort Given under my December, 1997.	th, hand and notarial seal this 12 day of
My Commission Expires:	Notary Public "OFFICIAL SEAL" BRIAN T. HOSEY NOTARY PUBLIC STATE OF ILLINOIS My Compression Expires 11:01/99

Property of Coot County Clert's Office

STATE OF ILLINOIS)) SS	97947240	
Electric Capital Copersonally known to subscribed to the fappeared before me he/she as such/ville instrument as his/hand voluntary act o	rporation ("GECC"), me to be the same oregoing instrument this day in person COLD KENEGUMANS er own free and vol f GECC.	a Notary Pusaid, do hereby certiform of General of Gene	eneral con, EPRASENTATURE said free
Comber, 1997. ("OFFICIAL SEAL" SHALONDA E. REDFIELD Notary Public, State of Illino	is Notary F	ulonda & Redfie	
My Commission Expir	79.1		
		Clarks	
		450 pg.	

Property of Cook County Clerk's Office

STATE OF ILLINOIS) SS COUNTY OF COOK)

I, Shalpha to Rediec, a Notary Public in and for the County and State aforesaid, do hereby certify that the profession of the Annual Corporation ("GECC"), a New York corporation, acting in its capacity as Manager of Great Oak LLC, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such professionand acknowledged that he/she as such person and acknowledged that he/she as such person and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of GECC.

Given under my hand and notarial scal this 12^{+1} day of December, 1997.

"OFFICIAL SEAL"
SHALDNDA L. REDFIELD
Notary Public, State of Illinois
My Commission Exercise four 3D, 1993

Hatary Public p

My Commission Expires:

8-30-98

Marin State

Property of Coot County Clerk's Office

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL I

PARCEL 1: LOTS 1 AND 2 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88-592766, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTEMANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED AS OF SEPTEMBER 23, 1977 RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662689 AND AS AMENDED EY AMENDMENT TO EASEMENT AGREEMENT DATED AS OF MAY 15, 1980 RECORDED LUYE 10, 1980 AS DOCUMENT NUMBER 25482426 UPON, OVER AND UNDER PARCELS: 2 AND 3 AND OVER, UPON AND UNDER PORTIONS OF LOTS 1 TO 6, INCLUSIVE, IN HEISE'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAM, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1977 AS DOCUMENT 24119807 AND ALSO OVER, UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENT NUMBERS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES OS MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY GOLF ROAD (STATE RTE. 58), 196.11 FEET; THENCE NORTH 0 DEGREES 27 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION, RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE RTE. 58). THENCE NORTH 89

Marie By to

Property of Cook County Clerk's Office.

97947240

DEGREES 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE RTE. 58), 190.0 FEET TO THE POINT OF BEGINNING, ALL IN ÇOOK COUNTY, ILLINOIS, FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES, IN COOK COUNTY, ILLINOIS.

PARCEL 3

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED AND GRANTED AND SET FORTH IN RECIPROCAL EASEMENT AND COMMON WALL AGREEMENT DATED AS OF SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662688 AND AS AMENDED BY AMENDMENT THERETO DATED AS OF NOVEMBER 21, 1979 AND RECORDED DECEMBER 17, 1979 AS DOCUMENT NUMBER 25284791 UPON, OVER AND UNDER PARCELS 1, 2 AND 3 AND OVER, AND UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, KANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 17: THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTH EAST 1/4 OF SECTION 17, 80,0 FEET TO THE SOUTHERLY RIGHT OF WAY OF GOLF ROAD (STATE ROUTE 58) AS DEDICATED AND RECORDED SEPTEMBER 24, 1929, AS DOCUMENT 10488005 AND 10488006; THENCE SCUTH 89 DEGREES 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT OF WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES WEST, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY OF GOLF ROAD (STATE ROUTE 58), 196.11 FEET; THENCE NORTH 0 DEGREES 27 MINUTES 20.5 ECONDS EAST, PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION PECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT OF WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT OF WAY OF GOLF ROAD (STATE ROUTE 58) 190.0 FEET TO THE POINT OF BEGINNING, ALS, IN COOK COUNTY, ILLINOIS, FOR OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWERS AND OTHER UTILITIES, AND FOR USE OF PARKING AREAS, ROADWAYS AND WALKWAYS TO PROVIDE INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES, AND FOR WATER SUPPLY, SEWERS AND COMMON WALLS.

Property or Coot County Clert's Office

97947240

PARCEL 4

LOT 3 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 17 AND PART OF THE NORTH WEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT 88592766, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Mr. Car.

Property of Coot County Clark's Office

Permanent Tax Numbers

08-16-100-034-0000 08-16-100-035-0000 08-16-100-036-0000

Property of Cook County Clerk's Office

Property of Coot County Clark's Office