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Cook County Recorder

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MODIFICATION OF REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT, MORTGAGES AND OTHER LOAN DOCUMENTS

THIS MODIFICATION OF REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT, MORTGAGES AND OTHER LOAN DOCUMENTS ("Modification") is made as of August 1, 1997, by and among LASALLE NATIONAL BANK, not personally, but solely as Trustee under a certain Trust Agreement dated December 7, 1993, and known as Trust No. 118480 (the "Trust"), JAVO-MEX CORPORATION, an Illinois corporation and the sole beneficiary of the Trust ("Beneficiary"), and JOSEPH CUEVAS (collectively, the "Guarantor") (the Trust, Beneficiary and Guarantor are sometimes hereinafter referred to collectively as the "Obligors") and LASALLE BANK NI, an Illinois state bank ("Lender")

RECITATION SERVICES # 552064

A Lender has made available to Beneficiary certain loans (collectively, the "Original Loans") pursuant to the terms and conditions of a certain Revolving Credit, Term Loan and Security Agreement dated as of December 20, 1993, as thereafter amended from time to time (the "Loan Agreement"), between Beneficiary and LaSalle Bank Matteson ("LaSalle Matteson"). Lender thereafter assumed LaSalle Matteson's rights and obligations under the Loan Agreement and the other Loan Documents (as hereinafter defined) pursuant to the terms and conditions of that certain Assignment of Loan Documents dated as of July 27, 1995, between LaSalle Bank (formerly known as LaSalle Bank Matteson), as assignor, and LaSalle Bank Northbrook (now known as LaSalle Bank NI), as assignee

B The Original Loans included a \$1,500,000 revolving line of credit (the "Revolving Loan"), the maturity date of which is August 1, 1997.

This instrument was prepared by and, after recording, return to:
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Martin I Behn, Esq

Permanent Real Estate Tax Index Nos :
25-05-416-012, -015, -016, & -018
25-05-404-006 & -007

Common Addresses
9210 and 9300 South Sangamon
Chicago, Illinois

C. As of July 31, 1997, the Original Loans were evidenced by the following notes: (i) that certain \$1,500,000 Replacement Revolving Note dated as of July 15, 1997, made by Beneficiary to Lender, (ii) that certain \$700,000 Term Note dated as of September 1, 1996, made by Beneficiary to Lender, (iii) that certain \$1,200,000 Replacement Equipment Note dated as of December 1, 1994, made by Beneficiary to LaSalle Bank Matteson, and (iv) that certain \$857,078.76 Modified Mortgage Note dated as of December 1, 1994, made by Beneficiary to LaSalle Bank Matteson (collectively, the "Original Notes").

D. Lender made an additional \$600,000 loan (the "Additional Loan") to Beneficiary evidenced by a certain \$600,000 Mortgage Note dated as of July 28, 1995 (the "Additional Note"), made by Beneficiary. (The Original Loan and the Additional Loan are collectively referred to herein as the "Loans", and the Original Notes and the Additional Note are collectively referred to herein as the "Notes".)

E. Repayment of the Loans is secured by the liens and security interests created by the Loan Agreement and the following documents:

(i) Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993, as thereafter amended from time to time (the "9300 Sangamon Mortgage") made by the Trust for the benefit of LaSalle Bank Matteson and creating a first mortgage lien on certain improved real estate commonly known as 9300 South Sangamon Avenue and 9300 and 9351 South Genoa in Chicago, Cook County, Illinois, and legally described in Exhibit A hereto (the "9300 Sangamon Property");

(ii) Collateral Assignment of Beneficial Interest and Security Agreement dated as of December 20, 1993, as thereafter amended from time to time (the "Collateral ABI"), made by Beneficiary for the benefit of LaSalle Bank Matteson; and

(iii) Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of July 28, 1995, as thereafter amended from time to time (the "9210 Sangamon Mortgage") made by Beneficiary for the benefit of LaSalle Bank Northbrook and creating a first mortgage lien on certain improved real estate commonly known as 9210 South Sangamon Avenue in Chicago, Cook County, Illinois, and legally described in Exhibit B hereto (the "9210 Sangamon Property")

The aforementioned documents, the Loan Agreement, the Notes, the Guaranty (as hereinafter defined) and the other documents or agreements delivered to Lender to secure or evidence the Loans or to otherwise induce Lender to disburse the proceeds of the Loans are hereinafter referred to collectively as the "Loan Documents".

F. Guarantor has guaranteed repayment of the Loans to Lender pursuant to the provisions of a certain Continuing Unconditional Guaranty dated as of December 20, 1993, as

LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS

Address 421 S Sangamon Chicago

Property of Cook County Clerk's Office

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THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

thereafter amended from time to time (the "Guaranty"), made by Guarantor for the benefit of LaSalle Bank Matteson

G. Beneficiary has breached certain provisions contained in the Loan Documents (such breaches being referred to herein as the "Existing Defaults") and by reason of the Existing Defaults Lender is entitled to exercise the rights and remedies granted to it under the Loan Documents.

H. The Trust, Beneficiary and Guarantor have requested Lender to (i) continue making the Revolving Loan available to Beneficiary, and (ii) forbear from exercising its rights and remedies as a result of the Existing Defaults. Lender is willing to grant such requests, subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust, Beneficiary, Guarantor and Lender hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part hereof.
2. Demand Obligation; Remedies. Notwithstanding anything to the contrary set forth in the Loan Agreement or the other Loan Documents, from and after the date hereof the Revolving Loan shall be a demand obligation of Beneficiary evidenced by the Revolving Demand Note (as hereinafter defined), and upon demand of Lender (which demand may be made at any time in the sole and absolute discretion of Lender for any or no reason whatsoever and regardless of whether or not an event then exists that would constitute an "Event of Default" or other breach under the terms of the Loan Documents) the outstanding principal balance of the Revolving Loan, together with all accrued and unpaid interest thereon, shall be immediately due and payable in full; provided, however, that if and only if (i) no Event of Default has occurred and is continuing under the Loan Agreement and the other Loan Documents, and (ii) Proctor & Gamble has not altered its business relationship with Beneficiary in any materially adverse manner, then such amount shall be due and payable in full on the 30th day following demand for such payment (or on the date on which an event described in either clause (i) and (ii) above occurs, if earlier). Furthermore, the Obligors acknowledge and agree that, notwithstanding anything to the contrary set forth in the Loan Agreement or the other Loan Documents, if Lender has made the aforementioned Demand of payment and if Beneficiary fails to make such payment on or before the date when due, then any and all of the rights and remedies granted to Lender under the Loan Agreement and the other Loan Documents may be immediately exercised by Lender regardless of whether other circumstances then exist that would constitute an "Event of Default" or other breach under the terms of the Loan Documents. From and after the date of such demand, no further advances of the Revolving Loan shall be made by Lender; provided, however, that Beneficiary may request and receive additional advances of the Revolving Loan in accordance with the terms and conditions set forth in the Loan Agreement during the seven day period following the date on which demand is made by Lender if and only if (a) the events described in the preceding clauses (i)

and (ii) have not occurred, and (b) the outstanding principal balance of the Revolving Loan does not exceed the then existing Revolving Loan Availability (and will not exceed such amount after the requested advance).

3. Events of Default. Beneficiary hereby acknowledges and affirms that (i) Borrower's failure to pay when due any amounts owing under the Revolving Loan shall constitute an Event of Default under the Loan Agreement and the other Loan Documents, (ii) an Event of Default under the Loan Agreement and the other Loan Documents shall be deemed to exist upon the occurrence of a breach of any of the representations, warranties or covenants set forth in this Amendment, and (iii) an Event of Default under the Loan Agreement or any other Loan Document shall constitute a default under each of the Replacement Notes, whereupon any and all of the rights and remedies granted to Lender under the Loan Agreement and the other Loan Documents may be immediately exercised by Lender, including the acceleration of all amounts owing with respect to the Loans; provided, however, that the Loans evidenced by the Replacement Notes shall not become due and payable in full until the date on which the Revolving Loan becomes due and payable in full pursuant to the terms of Section 2 above.

4. Monitoring of Assets. If demand by Lender with respect to the Revolving Loan has been made, then Lender may immediately take any and all action deemed reasonably necessary or appropriate to protect and monitor the Collateral, provided that Lender's actions or inactions with respect to the Collateral shall not affect Beneficiary's duties and obligations with respect thereto under the Loan Agreement and the other Loan Documents. Nothing in this Section is intended to modify or otherwise alter Lender's rights and remedies under the Loan Agreement and the other Loan Documents.

5. Borrowing Base Amount; Revolving Loan Availability.

(a) The definition of "Borrowing Base Amount" set forth in the Loan Agreement is hereby deleted and the following definition is inserted in lieu thereof:

"Borrowing Base Amount" shall mean an amount equal to the applicable Permitted Advance Rate (as hereinafter defined) of the net amount (after deduction of such reserves and allowances as the Bank reasonably deems proper and necessary) of Eligible Accounts. As used herein, the "Permitted Advance Rate" means (i) 80%, through and including October 31, 1997, (ii) 75%, from November 1, 1997, through and including January 31, 1998, and (iii) 70%, at all times thereafter."

(b) The definition of "Revolving Loan Availability" set forth in the Loan Agreement is hereby deleted and the following definition is inserted in lieu thereof:

"Revolving Loan Availability" shall mean the lesser of (i) the applicable Permitted Loan Amount (as hereinafter defined), and

(ii) the Borrowing Base Amount: As used herein, the "Permitted Loan Amount" means (a) \$1,500,000, through and including November 30, 1997, (b) \$1,400,000, from December 1, 1997, through and including January 31, 1998, and (c) \$1,300,000 at all times thereafter."

(c) Nothing in this Section 5 is intended to limit the right of Lender to demand repayment of the Revolving Loan at any time in accordance with the terms and conditions of this Amendment and the Revolving Demand Note.

6. Forbearance. Lender hereby agrees to forbear from exercising its right to foreclose on the collateral pledged and the other remedies granted to it under the Loan Documents as a result of the Existing Defaults; provided, however, that nothing herein is intended to prevent Lender from making demand with respect to the Revolving Loan for any or no reason at any time from and after the date hereof as provided in Section 2 above.

7. Agreement to Convert to Demand Obligation. Each Obligor hereby acknowledges that he or it has been adequately represented by counsel with respect to the conversion of the Revolving Loan to a demand obligation and that each Obligor's agreeing to such conversion has been a material inducement to Lender's agreement to permit continued advances with respect to the Revolving Loan (until demand for repayment is made as aforesaid) and to forbear from immediately exercising Lender's rights and remedies as a result of the Existing Defaults.

8. Interest Rate on Revolving Loan. Notwithstanding anything to the contrary set forth in the Loan Documents, from and after the date hereof, the annual interest rate applicable to the principal balance of the Revolving Loan outstanding from time to time shall equal the Prime Rate (as defined in the Loan Agreement) plus 2.0%

9. Eligible Accounts. The word and number "ninety (90)" contained in clause (b) of the definition of "Eligible Accounts" set forth in the Loan Agreement are hereby deleted and the word and number "sixty (60)" are hereby inserted in lieu thereof, provided, however, that such modification shall be applicable only with respect to invoices of Beneficiary dated from and after September 1, 1997.

10. Reaffirmation of Security Interests. The Obligors hereby acknowledge and reaffirm that the Obligations (as defined in the Loan Agreement) include, without limitation, the Revolving Loan and each of the Loans evidenced by the Replacement Notes, and that Lender has been granted liens on and security interests in the Collateral (as defined in the Loan Agreement) and the other collateral described in the 9300 Sangamon Mortgage, the 9210 Sangamon Mortgage and the Collateral ABI and the automobile described in Section 8(h) below to secure, among other things, the repayment of the Loans.

11. Required Deliveries. Lender's agreeing to the terms and conditions set forth in this Modification shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender

- (a) This Modification duly executed by the Obligors,
- (b) \$1,500,000 Demand Note made by Beneficiary dated August 1, 1997, evidencing the Revolving Loan (the "Revolving Demand Note")
- (c) (i) \$618,333 Replacement Term Note made by Beneficiary dated August 1, 1997, evidencing the outstanding balance of a term loan used to finance acquisition of certain machinery and equipment, (ii) \$775,978 Replacement Equipment Note made by Beneficiary dated August 1, 1997, evidencing the outstanding balance of a term loan used to finance acquisition of certain machinery and equipment, (iii) \$791,167 Replacement Modified Mortgage Note made by Beneficiary dated August 1, 1997, evidencing outstanding balance of a certain mortgage loan to Beneficiary, and (iv) \$577,261 Replacement Mortgage Note made by Beneficiary dated August 1, 1997, evidencing the outstanding balance of a certain mortgage loan to Beneficiary (collectively, the "Replacement Notes");
- (d) Certified copy of Letter of Direction to the Trust and certified copies of Land Trust Agreement and all amendments thereto showing collateral assignment of beneficial interest to Lender,
- (e) Opinion of counsel for the Obligors,
- (f) Certificate of Good Standing for Beneficiary and Secretary's Certificate with (i) By-laws, (ii) Articles of Incorporation, (iii) Incumbency Certificate and (iv) Directors' and Shareholders' Resolutions authorizing modification of loan facility (including demand conversion);
- (g) Endorsement to Chicago Title Insurance Company Loan Policy No. 1401 007480510 which (i) increases the face amount of insurance to \$1,300,000, (ii) amends the description of the 9300 Sangamon Mortgage to include this Modification, (iii) extends the effective date of said Title Policy to the date of the recording of this Modification, (iv) endorses over all mechanic lien claims and includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments which are due and payable as of the date of such endorsement have been paid in full;
- (h) Endorsement to Ticor Title Insurance Company Loan Policy No. 316062 which (i) increases the face amount of insurance to \$700,000, (ii) amends the description of the 9210 Sangamon Mortgage to include this Modification, (iii) extends the effective date of said Title Policy to the date of the recording of this Modification, (iv) endorses

over all mechanic lien claims and includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments which are due and payable as of the date of such endorsement have been paid in full,

(i) Certificate of Title to Guarantor's 1995 Mercedes-Benz, together with collateral assignment to Lender, and

(j) Such other documents as Lender may reasonably require.

12. References. All references to the Loan Agreement, the Guaranty or any other Loan Document contained in any of the Loan Documents shall be deemed to refer to each of such documents as amended by this Modification

13. Additional Loan Expenses. The Obligors hereby agree to pay all of Lender's reasonable attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Modification, provided that Lender agrees that the Obligors shall not be required to pay the attorneys' fees of Lender in excess of \$10,000 in connection with the negotiation and documentation of this Amendment, the Revolving Demand Note and the Replacement Notes

14. No Defenses. Beneficiary and Guarantor represent and warrant and the Trust represents to Lender there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Beneficiary, the Trust, Guarantor, the 9300 Sangamon Property and/or the 9210 Sangamon Property, or which would prevent Beneficiary, the Trust or Guarantor from complying with or performing his or its respective obligations under the Loan Documents, and no basis for any such matter exists

15. Authority to Execute Amendment; No Conflict. Beneficiary and Guarantor represent and warrant and the Trust represents to Lender that he or it has full power and authority to execute and deliver this Modification and to perform his or its respective obligations hereunder. Upon the execution and delivery hereof, this Modification will be valid, binding and enforceable upon the Obligors in accordance with its terms. Execution and delivery of this Modification does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which any Obligor is a party or is bound.

16. Ratification of Guaranty and Other Liabilities. Each Obligor hereby ratifies and confirms his or its respective liabilities and obligations under the Loan Agreement, the Guaranty and the other Loan Documents and the liens and security interests created thereby, and acknowledge that he or it no defenses, claims or set-offs to the enforcement by Lender of their

respective obligations and liabilities under the Loan Agreement, the Guaranty and the other Loan Documents.

17. Amendment Binding. This Modification shall be binding on Beneficiary, the Trust, Guarantor and their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

18. Continued Effectiveness. Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

19. Counterparts. This Modification may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same document.

20. Trustee Exculpation. This Modification is executed by LaSalle National Bank, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Modification shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Modification, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Modification, provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by Beneficiary or other collateral now or hereafter pledged to Lender as security for the obligations of the Trust or Beneficiary, or against Beneficiary, Guarantor or any other person or entity liable for the obligations of the Trust or Beneficiary.

IN WITNESS WHEREOF, this Modification has been entered into as of the date first above written

LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

By: [Signature]
Title: [Title]

Attest: [Signature]
Title: [Title]

[Signature]
JOSEPH CUEVAS

LASALLE BANK N.A. an Illinois state bank

By: [Signature]
Title: [Title]

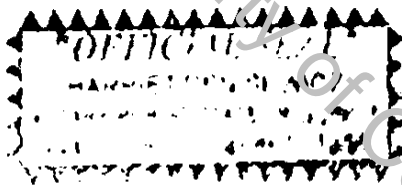
JAVO-MEX CORPORATION, an Illinois corporation

By: [Signature]
Title: [Title]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] and [Signature] Carbon, the [Signature] and [Signature] of CASALLE NATIONAL BANK, as Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Signature] and [Signature], appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of Sept., 1997.



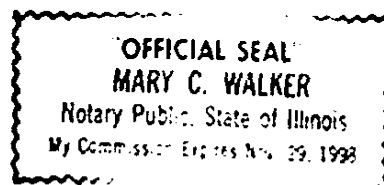
[Signature]
NOTARY PUBLIC
(SEAL)

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Mary C. Walker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature], the [Signature] of JAY O-MEX CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [Signature] appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of September, 1997.

[Signature]
NOTARY PUBLIC
(SEAL)

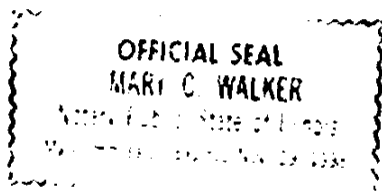


STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Mari C. Walker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH CUEVAS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 11 day of September, 1997

Mari C. Walker
NOTARY PUBLIC
(SEAL)

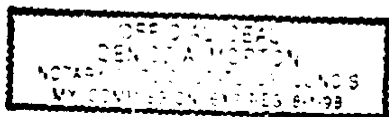


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Denise A. Heston, a Notary Public in and for said County in the State aforesaid, do hereby certify that Andrew Chavira a VP of LASALLE BANK NI, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Sept 11, 1997.

Denise A. Heston
NOTARY PUBLIC
(SEAL)



LEGAL DESCRIPTION

The East 200 Feet of that part of vacated lots, blocks, streets and alleys in Central Addition to South Englewood, which lies West of the West line of South Sangamon Street, South of the South line extended Westerly of West 92nd Street, and North of the North line extended Westerly of West 93rd Street; said Central Addition being a subdivision of blocks 2 to 8, inclusive, of Halsted Street addition to Washington Heights in the Southeast 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address: 9210 S Sangamon Chicago

PROPERTY OF COOK COUNTY CLERK'S OFFICE

5. THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF VACATED LOTS 17 TO 20 BOTH INCLUSIVE IN BLOCK 13 AND OF VACATED SOUTH GENOA AVENUE WEST OF AND ADJOINING SAID LOTS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF SAID LOT 17; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.00 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 200.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK TO THE POINT OF BEGINNING, (20) IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 80.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 80.0 FEET; THENCE WEST 168.0 FEET TO THE POINT OF BEGINNING, ALL IN THE HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:

(SEE ATTACHED)

- 12 -

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING ON THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM THE NORTH TO THE EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.61 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13; THENCE EAST ALONG SAID LINE AND NORTH LINE OF BLOCK 13 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE 169.88 FEET TO A POINT 280.0 FEET NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET TO THE HERETO DESIGNATED POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO FRED P. TASNER AND BARBARA R. TASNER DATED FEBRUARY 14, 1961 AND RECORDED FEBRUARY 14, 1961 AS DOCUMENT NUMBER 18084345 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (A) A 30.0 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING AT A POINT IN THE NORTH LINE OF THE WEST 14TH STREET SAID POINT OF BEGINNING BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 14TH STREET, FROM THE SOUTHEAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14, 125.0 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT 97.9 FEET TO THE POINT OF TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO A POINT SAID POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13, OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED AS (A) ABOVE; THENCE SOUTHEASTERLY PARALLEL WITH AND 15 FEET EASTERLY FROM SAID CENTER LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 17 EXTENDED WESTERLY;

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THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

THENCE EASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO CHATHAM BANK OF CHICAGO A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 26, 1961 ALSO KNOWN AS TRUST NO. 172 DATED FEBRUARY 14, 1962 AND RECORDED FEBRUARY 23, 1962 AS DOCUMENT NUMBER 18438759 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (A) COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 61.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTHEAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14 A DISTANCE OF 125.0 FEET TO A POINT; THENCE ALONG THE ALIGNMENT OF A 24 DEGREES 30 MINUTE CURVE TO THE LEFT, 97.9 FEET TO THE POINT TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13; THENCE CONTINUING NORTHWESTERLY 26.9 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 33 DEGREES 35 MINUTES CURVE TO THE RIGHT 53.3 FEET TO A POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 280.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED IN (A) ABOVE; THENCE NORTHERLY ALONG A LINE LYING 15 FEET EASTERLY OF AND PARALLEL TO SAID CENTER LINE TO A POINT IN A LINE DRAWN 280.0 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE DRAWN 368.0 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 13; THENCE SOUTHERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING PARCELS 4 AND 5 THOSE PARTS THEREOF FALLING IN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 26 11 FEET EAST OF THE SOUTHEAST CORNER OF VACATED BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF VACATED SOUTH GENOA AVENUE, 129.45 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, HAVING A RADIUS OF 220.65 FEET, CONVEX TO THE EAST AN ARC DISTANCE OF 79.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE AFORESAID CURVE AN ARC DISTANCE OF 12.40 FEET TO A POINT OF TANGENCY; THENCE

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NORTHWESTERLY ALONG AN ARC TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 190.96 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE, HAVING A RADIUS OF 174.24 FEET, CONVEX TO THE WEST AN ARC DISTANCE OF 51.16 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF VACATED LOT 4, A DISTANCE OF 47.29 FEET TO THE INTERSECTION WITH A LINE 339.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 13 IN THE AFORESAID ADDITION; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 239.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 16581 DATED DECEMBER 20, 1963 AND RECORDED DECEMBER 27, 1963 AS DOCUMENT NUMBER 19008950 FOR A PRIVATE DRIVE ON, OVER AND ACROSS:

A TRACT OF LAND IN BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM NORTH TO EAST OF 24 DEGREES 50 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 11.61 FEET TO A POINT ON THE NORTH LINE OF BLOCK 14, (WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13); THENCE WEST ON THE NORTH LINE OF BLOCK 14 A DISTANCE OF 33.02 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 114 DEGREES 42 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 81.61 FEET; THENCE SOUTHERLY A DISTANCE OF 105.0 FEET MORE OR LESS TO A POINT 280.0 FEET NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13 AND 239.0 FEET WEST OF THE EAST 200.0 FEET OF BLOCK 13; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION A DISTANCE OF 71.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

PARCEL 7:

A TRACT OF LAND WHICH INCLUDES PORTIONS OF VACATED SOUTH GENOA AVENUE (FORMERLY LOGAN AVENUE) AND VACATED WEST 93RD STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCK 14; ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PORTIONS OF VACATED SOUTH MORGAN STREET AND VACATED WEST 92ND STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCKS 4 AND 5 IN CENTRAL ADDITION TO SOUTH ENGLEWOOD; BEING A RESUBDIVISION OF BLOCKS 2 TO 8 INCLUSIVE OF HALSTED ADDITION TO WASHINGTON HEIGHTS, AS AFOREMENTIONED, (PARTS OF WHICH WERE VACATED BY INSTRUMENTS DATED OCTOBER 15, 1889 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 18, 1889, BOOK 2706, PAGES 163 AND 164 AS DOCUMENTS 1172533 AND 1172534) DESCRIBED AS FOLLOWS:

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THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF LOT 16, BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHEASTERLY ALONG THE WEST LINE OF LOT 16 TO THE NORTHWEST CORNER OF LOT 16; THENCE CONTINUING NORTHEASTERLY ALONG AN EXTENSION OF THE WEST LINE OF LOT 16 TO A POINT, SAID POINT BEING 187.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 16 AS MEASURED ALONG THE WEST LINE AND ITS EXTENSION; THENCE WEST ON A LINE PARALLEL WITH AND 16 FEET NORTH OF THE NORTH LINE OF LOT 16 A DISTANCE OF 9.25 FEET TO A POINT; THENCE NORTH ON A LINE 368 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 375.68 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 81.61 FEET TO A POINT IN A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET, SAID POINT BEING 333.62 FEET WEST OF THE WEST LINE OF SOUTH SANGAMON STREET AS MEASURED ALONG SAID SOUTH LINE; THENCE EAST ALONG SAID EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET A DISTANCE OF 333.62 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST 93RD STREET A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH ALONG A LINE WHICH IS 200 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 630 FEET TO A POINT; THENCE EAST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 92ND STREET A DISTANCE OF 200 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST 92ND STREET A DISTANCE OF 255.5 FEET TO A POINT, SAID POINT BEING 100 FEET EASTERLY OF THE EASTERLY LINE OF VINCENNES ROAD AS MEASURED AT RIGHT ANGLE; THENCE SOUTHWESTERLY ON A LINE 100 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLE, AND PARALLEL WITH THE EASTERLY LINE OF VINCENNES ROAD TO A POINT OF INTERSECTION WITH THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET A DISTANCE OF 260.89 FEET TO THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 13 BEING THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTORS JOSEPH B. PLENINO AND MARCH COJON, TRUSTEES OF THE ESTATE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY TO WARREN FRED WILHELM IN AN INSTRUMENT DATED SEPTEMBER 2, 1962 RECORDED BOOK 37792, PAGE 291, DOCUMENT 12960627 AND SUBSEQUENT CORRECTION DEED DATED JULY 18, 1964 AS FOLLOWS:

ALL THAT PART OF BLOCK 14 NOW VACATED IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS; AND ALL THAT PART OF VACATED LOLAN AVENUE ADJOINING SAID BLOCK 14, NOW VACATED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET IN THE CITY OF CHICAGO, AT THE SOUTHEAST CORNER OF SAID BLOCK 14 NOW VACATED; THENCE EAST ALONG THE NORTH LINE OF SAID WEST 94TH STREET A DISTANCE OF 20.2 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE OF THE EAST AND WEST ALLEY IN BLOCK 13 OF SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, EXTENDED WEST, WHICH IS 18.7 FEET EAST OF THE EASTERLY LINE OF SAID BLOCK 14, NOW VACATED, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID EXTENDED ALLEY, A DISTANCE OF 115 FEET TO A POINT WHICH IS

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81.15 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE NORTH LINE OF WEST 94TH STREET, WHICH 82.65 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET, 54.8 FEET TO POINT OF BEGINNING.

ALSO EXCEPTING FROM THE FIRST ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTOR, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY TO EDITH F. REZINGER IN AN INSTRUMENT DATED DECEMBER 30, 1974 AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 20.20 FEET EAST OF THE SOUTHEAST CORNER OF AFORESAID VACATED BLOCK 14; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE, EXTENDED WEST OF THE EAST AND WEST ALLEY IN BLOCK 13 OF AFORESAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, SAID POINT BEING 18.70 FEET EAST OF THE EASTERLY LINE OF AFORESAID BLOCK 14 AS MEASURED ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE FROM WEST TO NORTHEASTERLY OF 95 DEGREES 59 MINUTES 30 SECONDS WITH THE PROLONGATION OF THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, A DISTANCE OF 178.75 FEET TO A POINT ON THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF AFORESAID VACATED LOT 4 A DISTANCE OF 51.67 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE CENTERLINE OF A CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 19.24 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 592.15 FEET, AN ARC DISTANCE OF 88.66 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE AFORESAID TANGENT A DISTANCE OF 4.00 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE CENTERLINE OF THE AFORESAID SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 198.46 FEET TO A POINT IN THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY; THENCE EAST ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE EAST 200 FEET OF THE FOLLOWING TAKEN AS A TRACT: VACATED LOTS 1 TO 5, INCLUSIVE, 17 TO 24, INCLUSIVE, AND THE VACATED PUBLIC ALLEY LYING BETWEEN SAID LOTS, IN BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION BY THAT PART OF THE NORTHEAST 1/4 OF SECTION 8-37014 EAST OF THE THIRD PRINCIPAL MERIDIAN,

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.