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Cook County Recorder 45.50



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Property of Cook County Clerk's Office

**FIRST MODIFICATION  
OF  
MORTGAGE AND SECURITY AGREEMENT**

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TD



Prepared by and after  
recording return to  
Michael A. Gordon, Esq.  
Arent, Fox, Kintner, Plotkin & Kahn  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036-5339

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## FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (the "Modification") is made as of September 30, 1999, by and between Lock Up/Kedzie Avenue Venture Limited Partnership, an Illinois limited partnership (the "Borrower"), and American International Life Assurance Company of New York, a corporation duly organized under the laws of the State of New York ("AI Life") and AIG Life Insurance Company, a corporation duly organized under the laws of the State of Delaware ("AIG Life") (AI Life and AIG Life being hereinafter collectively referred to as the "Lender").

WHEREAS, by a certain Mortgage and Security Agreement, dated May 29, 1996, recorded in the Office of the Recorder of Cook County, Illinois on May 30, 1996 as Document No. 96407349 (the "Original Mortgage"), the Borrower conveyed the property described in Exhibit A attached hereto (the "Property") to the Lender to secure all amounts due under (i) a certain Promissory Note, dated May 29, 1996, in the original principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "Note"), and (ii) those certain loans made by the Lender (the "Original Affiliate Loans") in the aggregate principal amount of Four Million Four Hundred Thousand Dollars (\$4,400,000) to Lock Up Stoughton Limited Partnership, a Massachusetts limited partnership ("Lock Up Stoughton"), Lock Up-Cape Cod Limited Partnership, a Massachusetts limited partnership ("Lock-Up Cape Cod"), Lock Up/VMS Penn Avenue Limited Partnership, a Pennsylvania limited partnership ("Lock Up Penn Avenue"), and Lock Up/VMS Kennedy Township Venture, a Pennsylvania limited partnership ("Lock Up Kennedy") (Lock Up Stoughton, Lock Up-Cape Cod, Lock Up Penn Avenue, and Lock Up Kennedy being hereinafter collectively referred to as the "Original Affiliates"), as evidenced by (a) that certain Promissory Note, dated May 29, 1996, payable to the order of the Lender from Lock Up Stoughton, in the principal amount of \$1,200,000, (b) that certain Promissory Note, dated May 29, 1996, payable to the order of the Lender from Lock Up Cape Cod, in the principal amount of \$1,000,000, (c) that certain Promissory Note, dated May 29, 1996, payable to the order of the Lender from Lock Up Penn Avenue, in the principal amount of \$1,100,000, and (d) that certain Promissory Note, dated May 29, 1996, payable to the order of the Lender from Lock Up Kennedy, in the principal amount of \$1,050,000; and

WHEREAS, the payment of the Original Affiliate Loans is secured by, among other instruments, (a) that certain Mortgage and Security Agreement, dated May 29, 1996, between the Lender and Lock Up Stoughton, encumbering certain real property in Norfolk County, Massachusetts (the "Stoughton Mortgage"), (b) that certain Mortgage and Security Agreement, dated May 29, 1996, between the Lender and Lock-Up Cape Cod, encumbering certain real property in Barnstable County, Massachusetts (the "Cape Cod Mortgage"), (c) those two (2) certain Open-End Mortgage and Security Agreements, each dated May 29, 1996, between the Lender and Lock Up Penn Avenue (the "Penn Avenue Mortgages"), encumbering certain real property in Allegheny County, Pennsylvania, and (d) those two (2) certain Open-End Mortgage and Security Agreements, each dated May 29, 1996, between the Lender and Lock Up Kennedy

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(the "Kennedy Mortgages"), encumbering certain real property in Allegheny County, Pennsylvania; and

WHEREAS, the Borrower has requested that the property serving as collateral under the Stoughton Mortgage, the Penn Avenue Mortgages, and the Kennedy Mortgages (collectively, the "Released Mortgage Collateral") be released as collateral under the Original Mortgage such that the sole security for the repayment of the Note shall be the property described in the Original Mortgage and the Cape Cod Mortgage; and

WHEREAS, the Lender is willing to release the Released Mortgage Collateral from the lien of the Original Mortgage, subject to the provisions of this Modification; and

WHEREAS, the Borrower and the Lender now desire to modify and amend the Original Mortgage, as set forth below. Except as specifically modified by this Modification, the rights and remedies of the Lender and the obligations of the Borrower, including the obligation of the Borrower to pay debt service when due in accordance with the Note, shall not be deemed to be modified in any respect.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender agree as follows.

1. The first "WITNESSETH" paragraph on page 1 of the Original Mortgage is hereby deleted in its entirety, and shall be replaced by the following:

WITNESSETH, THAT WHEREAS the Borrower and the Affiliate (as hereinafter defined) are justly indebted to the Lender in the principal sum of THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000), or so much thereof as shall have been advanced and remain unpaid, in lawful money of the United States of America for money loaned (hereinafter called the "Loan") to the Borrower and the Affiliate by the Lender, as evidenced by (a) that certain Promissory Note, dated May 29, 1996 (hereinafter called the "Promissory Note") issued by the Borrower and made payable to the order of the Lender at its office or at such other place as may be designated in writing by the Lender, with interest thereon, all at the rate and in the manner set forth in the Promissory Note, in the original principal amount of Two Million Three Hundred Thousand Dollars (\$2,300,000), and (b) the Affiliate Note (as hereinafter defined), the terms, covenants and conditions of which Promissory Note and Affiliate Note are specifically incorporated in this Mortgage by reference (the Promissory Note and the Affiliate Note being hereinafter collectively referred to as the "Note"); and

2. The definition of "Affiliates" in Section 1.1.2 of the Original Mortgage is hereby deleted in its entirety, and shall be replaced by the following:

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"Affiliate" means Lock-Up Cape Cod Limited Partnership, a Massachusetts limited partnership ("Lock-Up Cape Cod").

3. The definition of "Affiliate Loans" in Section 1.1.4 of the Original Mortgage is hereby deleted in its entirety, and shall be replaced by the following:

"Affiliate Loan " means the loan as to which the Affiliate Indebtedness is owed to the Lender.

4. The definition of "Affiliate Mortgages" in Section 1.1.5 of the Original Mortgage is hereby deleted in its entirety, and shall be replaced by the following:

"Affiliate Mortgage" means that certain Mortgage and Security Agreement dated May 29, 1996 from Lock-Up Cape Cod in favor of the Lender.

5. The definition of "Affiliate Notes" in Section 1.1.6 of the Original Mortgage is hereby deleted in its entirety, and shall be replaced by the following:

"Affiliate Note" means that certain Promissory Note dated May 29, 1996 in the original principal amount of One Million Dollars (\$1,000,000) from Lock-Up Cape Cod and payable to the order of the Lender.

6. All references in the Original Mortgage to the term "Affiliates" shall be deemed to refer to the Affiliate.

7. All references in the Original Mortgage to the term "Affiliate Loans" shall be deemed to refer to the Affiliate Loan.

8. All references in the Original Mortgage to the term "Affiliate Mortgages" shall be deemed to refer to the Affiliate Mortgage.

9. All references in the Original Mortgage to the term "Affiliate Note" shall be deemed to refer to the Affiliate Note.

10. The Borrower represents and warrants that: (a) it has the capacity to enter into and perform this Amendment, and to incur the obligations provided for in this Modification; (b) this Modification shall constitute the valid and legally-binding obligations of the Borrower in accordance with its terms; and (c) all representations and warranties made by the Borrower in the Original Mortgage are true and correct as of the date hereof, with the same force and effect as if all such representations and warranties were fully set forth herein.

11. All capitalized terms not defined herein shall have the meanings set forth in the Original Mortgage.

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12. Except as specifically modified by this Modification, the terms and provisions of the Original Mortgage shall remain in full force and effect and are hereby ratified and confirmed by the parties.

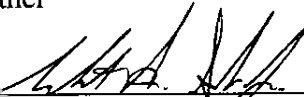
13 This Modification shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the Borrower and the Lender have executed and ensealed this First Modification of Mortgage and Security Agreement, or have caused it to be executed and ensealed on their behalf by their duly authorized representatives, the day and year first above written.

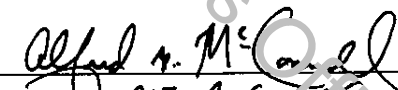
## BORROWER:

Lock Up/Kedzie Avenue Venture Limited Partnership, a limited partnership organized and existing under the laws of the State of Illinois

By: Lockup Development Corporation, an Illinois corporation  
General Partner

By:   
Name: Robert A. Soudan, Jr.  
Title: Vice President

By: Kedzie Avenue Multi-Tenant Warehouse Corp., an Illinois corporation  
General Partner

By:   
Name: Alfred G. McCanell  
Title: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

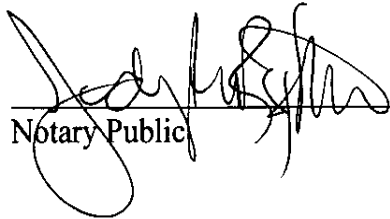
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STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of September, 1999, before me, the undersigned Notary Public of the State of Illinois, personally appeared Robert A. Sadin, Jr., who acknowledged himself to be the Vice President of Lockup Development Corporation, a general partner of Lock Up/Kedzie Avenue Venture Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized act of said corporation.

AS WITNESS MY hand and Notarial Seal.



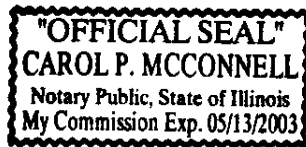
  
Notary Public

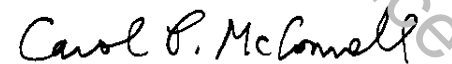
Commission Expires: 10/28/00

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of September, 1999, before me, the undersigned Notary Public of the State of Illinois, personally appeared Alfred G. McConnell who acknowledged himself to be the President of Kedzie Avenue Multi-Tenant Warehouse Corp., a general partner of Lock Up/Kedzie Avenue Venture Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized act of said corporation.

AS WITNESS MY hand and Notarial Seal.



  
Notary Public

Commission Expires: 5/13/03

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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CLERK AL BEAL  
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COOK COUNTY CLERK'S OFFICE  
JAN 17 2017


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COOK COUNTY CLERK'S OFFICE  
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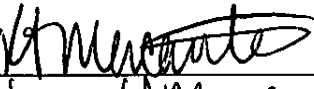
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LENDER:

American International Life Assurance Company of New York, a New York corporation

By:  *me*  
Name: Richard A. Mercante  
Title: Vice President

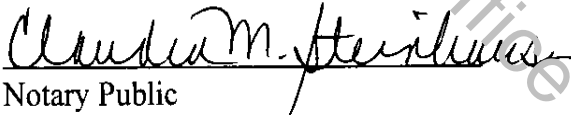
AIG Life Insurance Company, a Delaware corporation

By:  *me*  
Name: Richard A. Mercante  
Title: Vice President

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of September, 1999, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Richard A. Mercante, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, as Vice President of American International Life Assurance Company of New York, and being authorized so to do, did acknowledge the foregoing instrument to be the act and deed of said corporation and that the same was executed and delivered for the purposes therein contained.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: \_\_\_\_\_

**CLAUDIA M. STEINHAUSER**  
Notary Public, State of New York  
No. 01ST6028178  
Qualified in Richmond County  
Commission Expires July 28, 20 01



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Commission Expires July 28, 20  
Qualified in Richmond County  
No. 012802878  
Notary Public, State of New York  
CLAUDIA M. STEINHAUSEN



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STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY that on this 29th day of September, 1999, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Richard A Mercante, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, as Vice President of AIG Life Insurance Company, and being authorized so to do, did acknowledge the foregoing instrument to be the act and deed of said corporation and that the same was executed and delivered for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Claudia M Steinhauser  
Notary Public

My Commission Expires: \_\_\_\_\_

**CLAUDIA M. STEINHAUSER**  
Notary Public, State of New York  
No. 01ST6028178  
Qualified in Richmond County  
Commission Expires July 28, 2001

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EXHIBIT A

DESCRIPTION OF PROPERTY

Property of Cook County Clerk's Office

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Kedzie

EXHIBIT A

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## LEGAL DESCRIPTION

### PARCEL 1:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded as described as follows:

Beginning at the Point of Intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 with the West line of North Kedzie Avenue; thence South along the West line of North Kedzie Avenue 150 feet; thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400 feet; thence North parallel with said West line of North Kedzie Avenue, a distance of 150 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence East along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400 feet to the Point of Beginning;

### PARCEL 2:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at a Point of Intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, with the West line of North Kedzie Avenue, said Point of Commencement being also the Northeast corner of the land conveyed by the Chicago and North Western Railway Company to Preskill Lumber Company, by Quit Claim Deed dated February 13, 1946; thence West along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 a distance of 400 feet to the Northwest corner of the land so conveyed by said Deed on February 13, 1946, being also the Point of Beginning of the land herein to be conveyed; thence South parallel with the West line of North Kedzie Avenue and along the West line of the land so conveyed, by said Deed of February 13, 1946, a distance of 150 feet to the Southwest corner (hereof); thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 142.86 feet; thence North parallel with the West line of North Kedzie Avenue, a distance of 150 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence East along the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; a distance of 142.86 feet to the Point of Beginning;

### PARCEL 3:

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That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a Point on the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section, 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 150 feet, more or less, to a point 9.5 feet Northerly of, as measured radially from the center line of the Chicago and North Western Railway Company Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track, I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence Northwesterly along a line drawn at right angles to the center line of Spur Track

I. C. C. Number 324 of said railway company, as now located and established to the North line of said quarter quarter Section; thence East along the North line of said quarter quarter Section to the Point of Beginning, except all that part of the above described property lying Northwesterly of a line drawn parallel with and distant 17 feet Southeasterly of, as measured at right angles from the center line of the most Southeasterly tract of two tracts of the Commonwealth Edison Company, as now located and established, said most Southeasterly tract of 2 tracts being the prolongation of said Spur Tract, I. C. C. Number 324 of said railway company.

**PARCEL 4:**

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point 9.5 feet South of, as measured at right angles from the center line of Spur Track I. C. C. Number 338 of the Chicago and North Western Railway Company, as now located and established and 400 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 175 feet, more or less, to a point 9.5 feet Northeasterly of, as measured at right angles from the center line of Spur Track, I. C. C. Number 339 of said railway company, as now located and established; thence Northwesterly along a line parallel with the center line of said Spur Track I. C. C. Number 339 to a point 9.5 feet Northeasterly of, as measured radially from the center line of Spur Track I. C. C. Number 270 of said railway company, as now located and established; thence continuing Northwesterly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 9.5 feet Southerly of, as measured radially from the center line of Spur Track I. C. C. Number 330 of said railway company, as now located and established; thence Easterly along a line parallel with the center line of said Spur Track I. C. C. Number 338, a distance of 288 feet, more or less, to Point of Beginning, all in Cook County, Illinois.

**PARCEL 5:**

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at Point 9.5 feet Northeasterly of, as measured at right angles from the centerline of Spur Track I. C. C. Number 339 of the Chicago and Northwestern Railway Company, as now located and established and 400 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence Northwesterly along a line parallel with the center line of said Spur Tract I. C. C. Number 339 to a point 9.5 feet Northeasterly of, as measured radially from the center line of Spur Tract I. C. C. Number 270 of said Railway Company, as now located and established; thence continuing Northwesterly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 9.5 feet Southerly of, as measured radially from the center line of Spur Tract I. C. C. Number 338 of said Railway Company, as now located and established; thence Easterly along a line parallel with the center line of said Spur Tract I. C. C. Number 338, a distance of 288 feet, more or less, to a point on a line 400 feet West of, as measured along a line parallel with the aforesaid North line of said quarter quarter Section, from the West line of North Kedzie Avenue; thence North along a line parallel with said West line of North Kedzie Avenue having an assumed bearing of North 0° East, a distance of 20 feet more or less to a point distance 150 feet Southerly, as measured along a line parallel with and 400 feet Westerly of the West line of North Kedzie Avenue, from the North line of said Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23; thence West parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said

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Section 23, a distance of 142.86 feet; thence Northerly parallel with said West line of North Kedzie Avenue, a distance of 0.70 of a foot to a point 9.5 feet Northerly, as measured radially, from the center line of said Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence South  $13^{\circ} 15' 05''$  East along a line drawn at right angles to the center line of Spur Track I. C. C. Number 324 of said Railway Company, as now located and established, a distance of 22.68 feet to a point on the Northerly line of the property as conveyed by Deeds from the Grantor, Chicago and Northwestern Transportation Company, a Delaware Corporation to the Grantor, Prairie Material Sales Incorporated, recorded November 17, 1977 as Document Numbers 24199385 and 24199386, thence Southeasterly along the arc of a curve convex to the Northeast, having a radius 775.36 feet and a chord bearing South  $65^{\circ} 09' 24''$  East, a distance of 248.76 feet; thence South  $55^{\circ} 57' 56''$  East, a distance of 56.00 feet; thence Southeasterly along the arc of a circle convex to the Southwest, tangent to the last described course, and having a radius of 513.353 feet, a distance of 30.08 feet; thence Southeasterly along the arc of a circle convex to the Northeast, having a radius of 908.52 feet and a bearing South  $56^{\circ} 02' 16''$  East, a distance of 140.02 feet; thence South  $62^{\circ} 46' 47''$  East a distance of 11.07 feet to a point distant 400 feet Westerly, measured at right angles, from the West line of said North Kedzie Avenue; thence Northerly parallel with said West line of North Kedzie Avenue a distance of 22 feet, more or less, to the Point of Beginning in Cook County, Illinois.

PARCEL 6:

That part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point on the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section, 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South along a line parallel with the West line of said Avenue, a distance of 150 feet, more or less, to a point 9.5 feet Northerly of, as measured radially from the center line of the Chicago and Northwestern Railway Company Spur Track I. C. C. Number 338, as now located and established; thence Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 338 to a point 9.5 feet Northerly of, as measured radially from the center line of Spur Track I. C. C. 270 of said Railway Company, as now located and established; thence continuing Westerly along a line parallel with the center line of said Spur Track I. C. C. Number 270 to a point 827.86 feet West of, as measured along a line parallel with the North line of said quarter quarter Section from the West line of said Avenue; thence Northwesterly along a line drawn at right angles to the center line of Spur Track I. C. C. Number 324 of said Railway Company, as located and established per Plat of Survey by Chicagoland Survey Company dated November 9, 1987, now removed to a point 17 feet Southeasterly of and at right angles to said center line of Spur Track I. C. C. Number 324, hereinafter referred to as the Point of Beginning of the following described parcel of land; thence continuing North  $13^{\circ} 15' 05''$  West along the last described course to a point in a line 10 feet Southeasterly of, as measured parallel with and at right angles to said center line of Spur Track I. C. C. Number 324; thence North  $76^{\circ} 44' 55''$  East on said parallel line, a distance of 269.03 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23; thence South  $89^{\circ} 51' 00''$  East along said North line, a distance of 30.20 feet to a point 542.86 feet West of, as measured along the North line of said quarter quarter Section from the West line of North Kedzie Avenue; thence South  $76^{\circ} 44' 55''$  West, parallel with and 17 feet Southeasterly of as measured at right angles to aforesaid center line of Spur Track I. C. C. Number 324, a distance of 298.41 feet to the Point of Beginning in Cook County, Illinois.

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Being also described as follows:

Parcels 1 to 6 taken as a tract of land in that part of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point of intersection of the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23 with the West line of North Kedzie Avenue; thence South 0° East on the West line of said North Kedzie Avenue, a distance of 150 feet; thence North 89° 51' 00" West, parallel with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section 23, a distance of 400.00 feet; thence South 0° East, parallel with the West line of said North Kedzie Avenue, a distance of 198.95 feet to the Northerly line of the property as conveyed by Deeds from the Grantor, Chicago and Northwestern Transportation Company, a Delaware Corporation to the Grantee, Prairie Material Sales Incorporated recorded November 17, 1977 as Document Numbers 24199385 and 24199384; thence Northwest on said Northerly line as conveyed the following 5 courses:

North 62° 46' 47" West, a distance of 11.07 feet to a point on a curve having a radius of 908.52 feet; thence Northwest on said curve, convex Northeast and having a chord bearing North 56° 02' 16" West, a distance of 140.02 feet to a point on a curve having a radius of 513.353 feet; thence Northwest on said curve having a radius of 513.353 feet, convex Southwest, a distance of 30.08 feet to a point of tangency; thence North 55° 57' 56" West, a distance of 56.00 feet to a point on a curve having a radius of 775.36 feet; thence Northwest on said curve, convex Northeast having a chord bearing of North 65° 09' 24" West a distance of 248.76 feet; thence North 13° 15' 05" West on a line drawn at right angles to the center line of Spur Track I. C. C. Number 324, as located and established per Plat of Survey by Chicago Land Survey Company dated November 9, 1987, now removed, a distance of 54.48 feet to a point on a line 10 feet Southeast and parallel with said center line of Spur Track I. C. C. Number 324; thence North 71° 14' 55" East on said parallel line a distance of 269.03 feet to the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section 23; thence South 89° 51' 00" East on the North line of said quarter Section, a distance of 573.06 feet to the Point of Beginning, all in Cook County, Illinois.

PIN: 13-23-411-023

Street Address: 3366 North Kedzie Avenue  
Chicago, Illinois

99935230

Note: Parcel designations are for convenience of reference only and do not constitute an integral part of the legal description.