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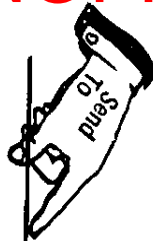
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Cook County Recorder 51.50



Prepared by and
after recording mail to:

Squadron, Ellenoff, Plesent
& Sheinfeld, LLP
551 Fifth Avenue
New York, New York 10176
Attn: Mitchell R. Lubart, Esq.



AMENDMENT TO PARTY WALL AND SHARED MAINTENANCE AGREEMENT

AMENDMENT TO PARTY WALL AND SHARED MAINTENANCE AGREEMENT made as of the 15 day of February, 2000 (this "**Amendment**") by and between **9401 WEST GRAND AVENUE LLC**, a Delaware limited liability company having an address c/o Argent Ventures LLC, 551 Fifth Avenue, New York, New York 10176 ("**9401 Owner**") and **CLAIRMONT ENTERPRISES, INC.**, an Illinois corporation having an address c/o Imperial Realty Company at 4747 Peterson Avenue, Chicago, Illinois 60646 ("**2721 Owner**").

WITNESSETH:

WHEREAS, simultaneous with the execution of this Amendment, 9401 Owner has purchased from Klairmont Enterprises, Inc. the land located at and known as 9401 West Grand Avenue, Franklin Park, Illinois as more particularly described in Exhibit A attached hereto and made a part hereof and all buildings and improvements located thereon (the "**9401 Parcel**");

WHEREAS, 2721 Owner is the owner of the land located at and known as 2721 Edgington, Franklin Park, Illinois as more particularly described in Exhibit B attached hereto and made a part hereof and all buildings and improvements located thereon (the "**2721 Parcel**") (the 9401 Parcel and the 2721 Parcel, collectively, the "**Parcels**");

WHEREAS, that certain Party Wall and Shared Maintenance Agreement dated July 29, 1997 (the "**Party Wall Agreement**") between by and between 2721 Owner and 9401 Grand, L.L.C., and recorded August 1, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 97560232, with respect to a party wall along the boundary of the 9401 Parcel and the 2721 Parcel. The Party Wall Agreement provides for the use and maintenance of the party wall and subjects the Parcels to certain restrictions for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Parcels; and

WHEREAS, 9401 Owner and 2721 Owner desire to modify the Party Wall Agreement, as hereinafter set forth.

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NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Party Wall Agreement.
2. The Party Wall Agreement is hereby modified as follows:
 - a. Maintenance of the Party Wall. Paragraph 1(b) of the Party Wall Agreement is hereby modified by:
 - i. adding the following to the second line thereof, immediately following the words "Party Wall":

, or the cost of complying with any of the following: (a) any applicable laws or governmental ordinances, orders or requirements or (b) any notes or notices of violations of law or governmental ordinances, orders or requirements noted or issued by any governmental department, agency or bureau having jurisdiction (all of which matters contained in clauses (a) and (b), hereinafter, "Violations").
 - ii. adding the following to the third line thereof, immediately following the words "repairing damage":

, or complying with or curing such Violation,
 - iii. adding the following at the end thereof:

Each Owner shall ^{have} the right to repair, maintain and replace the Party Wall, and to cure or comply with such Violations, and each Owner shall have a non-exclusive right to enter upon the portions of the other Parcel adjoining the Party Wall to effect such repairs, maintenance or replacement, subject to the terms and conditions hereinafter set forth. Except in the case of emergency, the Owner seeking to perform such repair, maintenance or replacement shall notify the other Owner of the necessity of such repair, maintenance or replacement and the other Owner shall have the opportunity to reasonably grant or withhold consent to such repair, maintenance or replacement within ten (10) days of such written notice. Any contract for the performance of any such repair, maintenance or replacement shall also be subject to the prior approval of the other Owner, and the other Owner shall have the opportunity to reasonably grant or withhold

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consent to the entering into of such contract within ten (10) days of such written notice. In the event that an Owner does not respond to request for consent of the other Owner within such ten (10) days, the Owner seeking such consent may give the other Owner a second notice requesting such consent, and, if after an additional five (5) days, the other Owner fails to notify the Owner giving such notice of its approval or disapproval, such consent shall have been deemed to be given. Notwithstanding anything contained herein to the contrary, 2721 Owner shall have no obligation to remove or comply, or to contribute to the cost of such removal or compliance, with any Violations which are required by the Village of Franklin Park to be removed or complied with as a condition to the Village of Franklin Park issuing documentary record stamps in connection with the sale and acquisition of the 9401 Parcel, provided, however, that 2721 Owner shall remain obligated, to the extent otherwise provided by this Agreement, with respect to any fine, penalty, claim, loss or damage as a result of the failure of 2721 Owner, or Klairmont Enterprises, Inc., to have performed or completed said repairs or otherwise failing to remove or comply with such Violations prior to the acquisition of the 9401 Parcel by 9401 West Grand Avenue LLC.

- b. Casualty. Paragraph 1(d) of the Party Wall Agreement is hereby modified by adding the following at the end thereof:

If the Party Wall is destroyed or damaged by fire or other casualty, the Owner discovering such damage shall give notice to the other Owner of any such casualty. Each Owner shall have the non-exclusive right to enter upon the portion of the other Parcel adjoining the Party Wall to repair the damage caused by such casualty. Except in the case of emergency, the Owner seeking to perform such repair shall notify the other Owner of the necessity of such repair and the other Owner shall have the opportunity to reasonably grant or withhold consent to such repair, and any contract for the repair of such casualty damage, within ten (10) days of such written notice. In the event that an Owner does not respond to any such request for consent within such ten (10) day period, the Owner seeking such consent may give the other Owner a second notice requesting such consent, and, if after an additional ten (10) days, the other Owner fails to notify the Owner giving such notice of its approval or disapproval, such consent shall have been deemed to be given.

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- c. Mechanics' Liens. The Party Wall Agreement is hereby modified by adding a new Paragraph 1(g), as follows:

(g) In the event that any mechanic's lien is filed against either Parcel for work claimed to have been done or materials claimed to have been furnished to the Owner of the other Parcel (the "Remedying Owner"), the Remedying Owner shall discharge such lien or provide another reasonably satisfactory remedy to the other Owner to protect such other Owner against loss in connection with such mechanic's lien within 30 days after the Remedying Owner is notified of such filing, at the Remedying Owner's expense, by payment or otherwise. The Remedying Owner shall provide satisfactory proof of such discharge or such other remedy to the other Owner within such 30-day period, and if the Remedying Owner fails to do either then the other Owner may, but shall not be obligated to, discharge such mechanic's lien, by payment or otherwise, or provide such other reasonably satisfactory remedy to protect such other Owner against loss in connection with such mechanic's lien and the cost of the discharge or such other remedy shall be paid by the Remedying Owner.

- d. Maintenance of the Parcels. Paragraph 2 of the Party Wall Agreement is hereby modified by deleting the phrase "keeping the same sightly and in good condition and repair, including, without limitation, all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the generality of the foregoing, all roofs, sidings, outer walls, shutters, gutters and downspouts of the dwellings and garages, all screens, doors and glass surfaces and window washing and repair" and inserting the following phrase in lieu thereof:

keeping the same in good condition and repair, but only to the extent that such maintenance, repairs or replacements may be reasonably necessary to maintain the structural or mechanical integrity of the Party Wall or the portion of the Building owned by the other Owner.

- e. Demolition. Paragraph 3 of the Party Wall Agreement is hereby modified by:

i. deleting the sentence "Neither Owner shall demolish its portion of the Building without the prior written approval of the other Owner" and inserting the following sentence in lieu thereof: "Either Owner may demolish its portion of the Building without the approval of the other Owner".

ii. deleting the word "landscaped" from the 15th line thereof.

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- iii. adding the following to the end thereof:

The demolishing Owner will be responsible for and will reimburse the other Owner for any and all out-of-pocket fees reasonably incurred by it in retaining the services of professionals, including but not limited to engineers and architects, in reviewing and interpreting reports and other submissions required under this Paragraph 3 for itself and/or the then-current Tenant.

- f. Notices. The provisions of Paragraph 5 of the Party Wall Agreement are hereby deleted in their entirety and the following shall be inserted in their place:

All notices required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given (a) on the date of service if served personally (or when delivery is refused), (b) on the third business day after mailing if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and delivered, (c) one day following the date of delivery to an overnight air courier if sent by overnight air courier or (d) on the date of transmission if sent by telecopy, telefax or similar device, in each case addressed to the parties at their respective addresses set forth below:

If to 9401 Owner: 9401 West Grand Avenue LLC
c/o Argent Ventures LLC
551 Fifth Avenue
New York, New York 10176
Attn: Andrew S. Penson
Facsimile No. 212-681-6096

with a copy to: Squadron, Ellenoff, Plesent &
Sheinfeld, LLP
551 Fifth Avenue
New York, New York 10176
Attn: Mitchell R. Lubart, Esq.
Facsimile No. (212) 697-6686

If to 2721 Owner: Clairmont Enterprises, Inc.
c/o Imperial Realty Company
4747 West Peterson Avenue
Chicago, IL 60646
Attn: Alfred M. Klairmont
Facsimile No. (773) 736-4100

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with a copy to: Imperial Realty Company
 4747 West Peterson Avenue
 Chicago, IL 60646
 Attn: Louis Prtekin
 Facsimile No. (773) 736-4100

All notices sent by telecopy, telefax or similar device shall be subsequently confirmed by hand or by overnight courier within one (1) business day thereafter. Each party and their respective attorneys shall have the right to change its address and/or telecopy number for the receipt of notices, upon the giving of proper notice to all other parties in accordance with the terms of this Paragraph.

- g. The Party Wall Agreement is hereby modified by adding new Paragraphs 11, 12, 13, 14, 15 and 16 thereto, as follows:

11. Indemnity. Any Owner, or its officers, directors, members, partners, employees, contractors or agents, which enters upon the Parcel of the other Owner hereunder shall save, defend, indemnify and hold harmless the other Owner and its officers, directors, members, partners, employees and agents from any losses, costs, claims, damages, fines, penalties, liens or judgments resulting from (a) any physical damage to person or property as a direct result of any act, omission or negligence of such Owner or its officers, directors, members, partners, employees, agents or contractors in connection with any such entry and any activities conducted in connection therewith occurring on or after ~~_____~~, 1999 [date of this February 1, 2000 Amendment], except to the extent the same shall have been caused by the negligence or wilful misconduct of the other Owner or its tenants, subtenants or licensees, or any of their respective officers, directors, members, partners, employees, agents, contractors or representatives and (b) any mechanic's lien filed against the other Owner's Parcel for work claimed to have been done or materials claimed to have been furnished to the indemnifying Owner. Whenever an Owner (such Owner and each of its affiliates which is entitled to indemnification pursuant to any provision of this Agreement, an "Indemnified Party"), shall learn of a claim that, if allowed (whether voluntarily or by judicial or quasi-judicial tribunal or agency), would give rise to an obligation of the other Owner (the "Indemnifying Party") to indemnify the Indemnified Party under any provision of this Agreement, before paying the same or agreeing thereto, the Indemnified Party shall promptly notify the Indemnifying Party in writing of all such facts within the Indemnified Party's knowledge with respect to such claim and the amount thereof (a "Notice of Claim"). If, prior to the expiration of fifteen (15) days from giving of

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a Notice of Claim, the Indemnifying Party shall request, in writing, that such claim not be paid, the Indemnified Party shall not pay the same, provided the Indemnifying Party proceeds promptly, at its own expense (including employment of counsel reasonably satisfactory to the Indemnified Party), to settle, compromise or litigate, in good faith, such claim. After notice from the Indemnifying Party requesting the Indemnified Party not to pay such claim and the Indemnifying Party's assumption of the defense of such claim at its expense, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expense subsequently incurred by the Indemnified Party in connection with the defense thereof. However, the Indemnified Party shall have the right to participate at its expense and with counsel of its choice in such settlement, compromise or litigation. The Indemnified Party shall not be required to refrain from paying any claim which has matured by a court judgment or decree, unless an appeal is duly taken therefrom and execution thereof has been stayed, nor shall the Indemnified Party be required to refrain from paying any claim where the delay in paying such claim would result in the foreclosure of a lien upon any of the property or assets then held by the Indemnified Party. The failure to provide a timely Notice of Claim as provided in this Paragraph 11 shall not excuse the Indemnifying Party from its continuing obligations hereunder; however, the Indemnified Party's claim shall be reduced by any loss or cost to the Indemnifying Party resulting from the Indemnified Party's delay or failure to provide a Notice of Claim as provided herein.

12. Rights Upon Access. Nothing contained in this Agreement shall be construed to convey a general public right of access to or use of the Parcels and the Owners shall only have the right to use the access rights granted by this Agreement for purposes which will not materially interfere with the other Owner's use or enjoyment or its tenant's use or enjoyment of their respective Parcels. Any access by an Owner to the other Parcel shall require reasonable advance notice to the other Owner, except in the case of emergency if prior notice would be impractical. All activities conducted by a party to this Agreement pursuant to access rights granted hereby shall be performed with due diligence and in a manner so as to minimize any interference with the other Owner's use or enjoyment or its tenant's use or enjoyment of their respective Parcels and in accordance with all applicable laws and regulations, in a good and workmanlike manner. The entering Owner shall take reasonable steps to restore any portions of the other Parcel damaged by the entering Owner to its prior condition upon the completion of its activities.

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13. Further Assurances. The parties agree to execute, acknowledge and deliver all instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby; provided, however, that any further act, instrument or assurance shall not adversely affect the economic position, or create any potential liability on the part of the party requested to furnish such further act, instrument or assurance.

14. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto, and their respective tenants, successors and assigns, and no other party is intended to or shall have any rights hereunder.

15. Enforcement. In the event of any violation of the terms and conditions of this Agreement, either party may institute any proceedings to enforce the terms and conditions contained herein, including the institution of suit to enjoin such violations and to compel compliance. The prevailing party in any suit brought hereunder shall be entitled to recover its court costs and reasonable attorneys' fees incurred.

16. Consent of Tenants. The parties acknowledge that in certain instances where the consent of 2721 Owner is required hereunder, 2721 Owner may not be able to grant such consent without first obtaining the consent of the then-current tenant of the 2721 Parcel under that certain Lease (as amended, modified, renewed, extended and/or assigned, the "Lease") dated May 18, 1995 between Houston Foods Co., as tenant (along with its successors and/or assigns, including without limitation, Houston Harvest Gift Products, L.L.C., "Tenant"), and DLS Real Estate, Inc., as landlord. In the event that such consent is required under the Lease, 2721 Owner shall promptly and diligently seek such consent from the then-current tenant under the Lease. The parties hereto agree that any future lease for either Parcel shall be subject and subordinate to this Agreement, as same may hereafter be amended.

3. The terms and conditions of this Agreement shall constitute a covenant running with the land and shall be binding upon, and inure to the benefit of, all future owners of the 9401 Parcel and the 2721 Parcel. In the event either party transfers its interest in the 9401 Parcel or the 2721 Parcel, as the case may be, it shall be automatically deemed without further instrument, that the transferee has assumed and agreed to be bound by the provisions of this Amendment arising from and after the date of transfer as if the transferee were herein originally named as a party.

4. The Party Wall Agreement, as amended by this Amendment, constitutes the entire agreement between the parties relating to the subject matter hereof and all prior understandings

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relating to the subject matter hereof are hereby terminated, superceded or merged herein and the parties agree that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Amendment which are not contained herein.

5. This Amendment may be amended, modified, altered, supplemented or terminated only by a written agreement, signed by each party affected by such changes.

6. The validity of this Amendment and the rights, obligations and relations of the parties hereunder shall be construed and determined in accordance with the laws of the State of Illinois.

7. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

8. This Amendment shall be recorded by the parties in the Office of the Recorder of Deeds of Cook County, Illinois.

9. In the event of a conflict between any of the terms, provisions, grants, agreements, covenants and restrictions contained in this Amendment and those contained in the Party Wall Agreement, those contained in the Amendment shall control. All terms, provisions, grants, agreements, covenants and restrictions contained in the Party Wall Agreement, to the extent that they are not in conflict with those contained in this Amendment, will continue in full force and effect notwithstanding the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

9401 WEST GRAND AVENUE LLC

By: 

Name: Mark Teitelbaum
Title: Authorized Representative

CLAIRMONT ENTERPRISES, INC.,
an Illinois corporation

By: _____
Name:
Title:

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relating to the subject matter hereof are hereby terminated, superceded or merged herein and the parties agree that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Amendment which are not contained herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

9401 WEST GRAND AVENUE LLC

By: [Signature]
Name:
Title: President

CLAIRMONT ENTERPRISES, INC.,
an Illinois corporation

By: [Signature]
Name:
Title: President

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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

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I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Larry Klairmont, as President of Klairmont Enterprises, Inc, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of January, ²⁰⁰⁰1999.

Alfred M Klairmont
Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of 9401 West Grand Avenue LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1999.

Notary Public

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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

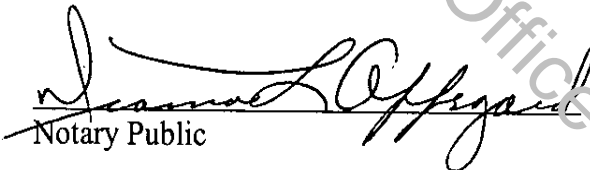
I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Klairmont Enterprises, Inc, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2000.

Notary Public

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

On the 31st day of January in the year 2000 before me, the undersigned, personally appeared Mark Teitelbaum, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

DIANNA L. OPPEGARD
Notary Public, State of New York
No: 24-4748622
Qualified in Kings County
Commission Expires Aug 21, 2001

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CONSENT OF MORTGAGEE

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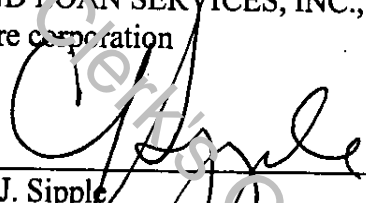
State Street Bank and Trust as Trustee for J.P. Morgan Capital Mortgage Finance Corporation commercial mortgage pass-through certificates Series 1998-C6, whose Master Servicer is Midland Loan Services, Inc. (collectively, "Mortgagee"), successor in interest to Morgan Guaranty Trust Company of New York mortgagee pursuant to that certain Mortgage and Security Agreement dated November 21, 1997 and recorded with the Cook County Recorder on November 26, 1997 as Document No. 97887060, assumed by Clairmont Enterprises, Inc. as mortgagor, by Agreement of Assignment and Assumption of Loan, dated December 18, 1997 and recorded with the Cook County Recorder on January 13, 1998 as Document No. 98032285 (collectively, the "Mortgage"), does hereby consent to the recording of the foregoing Amendment to Party Wall and Shared Maintenance Agreement (the "Agreement") made by and between 9401 West Grand Avenue LLC and Clairmont Enterprises, Inc. and agrees that the lien of the aforesaid Mortgage shall be subject to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Executive Vice President and attested to by its Assistant Secretary, this 10th day of January, 2000.

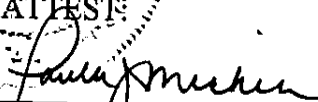
MORTGAGEE:

State Street Bank and Trust Co. as Trustee
for Morgan Stanley Capital Mortgage
Finance Corporation commercial mortgage
pass-through certificates Series 1998-C2, by
and through its Master Servicer,
MIDLAND LOAN SERVICES, INC.,
a Delaware corporation

By: _____

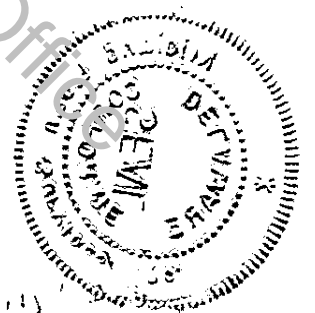

C.J. Sipple
Executive Vice President and Its
Servicing Officer




Paula J. Mickelson
Assistant Secretary

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Property of Cook County Clerk's Office



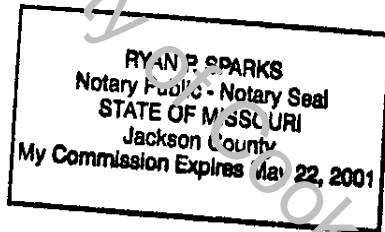
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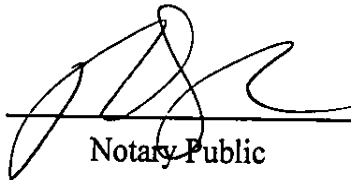
ACKNOWLEDGMENT

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STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 10 day of January, 2000, before me personally appeared C. J. Sipple, Executive Vice President of Midland Loan Services, Inc., to me known to be the person described in and who executed the foregoing instrument in his authorized capacity, and acknowledged that he executed the same as his free act and deed and on behalf of the corporation.





Notary Public

Property Book County Clerk's Office

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11/15/2011

Property of Cook County Clerk's Office

MY Commission Expires May 22, 2011
Jackson County
STATE OF MISSOURI
Notary Public - Notary Seal
TAMM R. SPARKS

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 1 IN WEST GRAND AVENUE SUBDIVISION RECORDED ON JULY 31, 1997 AS DOCUMENT NUMBER 97557554 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE USE OF EXISTING ELECTRICAL SYSTEMS LOCATED ON PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C. DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT 97560233

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS TO AND INGRESS AND EGRESS FOR THE USE, INSPECTION AND REPAIR OF ELECTRIC SYSTEMS, FIRE PROTECTION SYSTEMS, WATER SYSTEMS, TELEPHONE LINES AND HEATING SYSTEMS LOCATED ON THE PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C., DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT 97560233.

PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF GRAND AVENUE (EXCEPT THEREFROM THE EAST 156.8 FEET) AND EXCEPT THE THAT PART FALLING IN WASHINGTON STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID WEST 1/2 AT A POINT 156.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST 1/2; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID HALF 174.65 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE 498.7 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET TO THE SOUTH LINE; THENCE EAST ON SAID SOUTH LINE 498.7 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE VILLAGE OF FRANKLIN PARK BY DEED RECORDED JULY 21, 1925 AS DOCUMENT 8981920 OF RECORD AND ALSO EXCEPTING THEREFROM THE NORTH 37 1/2 FEET OF THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF WASHINGTON STREET AS EXTENDED AND WEST OF ALLEY IMMEDIATELY EAST AND ADJOINING THERETO AND EXCEPT THAT PART CONVEYED BY DEED RECORDED AS DOCUMENT 12518201) IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Nos. 12-27-122-028; 12-27-123-091; 12-27-300-051

Common Address: 9401 West Grand Avenue, Franklin Park, Illinois

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EXHIBIT B

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Legal Description of 2721 Property

Parcel 1:

Lot 2 in West Grand Avenue Subdivision recorded on July 31, 1997 as document number 97557554 of part of the West 1/2 of the Southwest 1/4 of Section 27, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

Parcel 2:

Easement for the benefit of Parcel 1 as created by the Easement Agreement by and between Motorola, Inc., a Delaware corporation and Quasar Electronics Corporation, a Delaware corporation attached to and made a part of the instrument dated April 27, 1995 and recorded May 19, 1995 as Document 95330061, for passage over the land described therein, for the following purpose:

Driveway for ingress and egress to the Quasar parcels for vehicles of every kind and pedestrians along and across that portion of Motorola's parcels described as Parcel "E" in the Easement Rider attached as Exhibit "C" therein.

Permanent Real Estate Index No. 12-27-300-052

Common Address: 2721 Edgington, Franklin Park, Illinois

PROPERTY OF COOK COUNTY CLERK'S OFFICE