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Cook County Recorder

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This document prepared by, and after  
recording return to:

Gary J. Fox  
Katten Muchin Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60661



00343353

THIRD LOAN MODIFICATION AGREEMENT

by and among:

The Travelers Insurance Company, as Lender;

Amalgamated Bank of Chicago, F/K/A Amalgamated Trust & Savings Bank, as Trustee;

and Lansing Landings Shopping Center Partnership, Ltd., (with Trustee, as Borrower).

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### THIRD LOAN MODIFICATION AGREEMENT

AMALGAMATED BANK OF CHICAGO

flk/a

THIS THIRD LOAN MODIFICATION AGREEMENT ("Agreement") is entered into as of September 1, 1999 (the "Effective Date"), by and among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Lender"); AMALGAMATED TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 ("Trustee"), and LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership ("Partnership") (Trustee and Partnership are collectively referred to herein as "Borrower").

### RECITALS

A. Lender has previously made a loan to Borrower in the original principal amount of \$21,500,000 (the "Loan"). The Loan is evidenced by a certain Promissory Note dated May 5, 1988 (as amended from time to time, the "Note") made by Trustee and payable to the order of Lender in the original principal amount of the Loan.

B. In order to secure the Note,

(i) Trustee executed and delivered to Lender, among other things, a certain Mortgage, Assignment of Leases and Security Agreement dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224437 (as amended from time to time, the "Mortgage") encumbering the real estate and other property and interests in property more particularly described therein (collectively, the "Property") and legally described in Exhibit A attached hereto and made a part hereof, commonly known as Lansing Landings, Lansing, Illinois;

(ii) Trustee executed and delivered to Lender, among other things, a certain Assignment of Leases, Rents and Profits dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224438 (as amended from time to time, the "Assignment of Rents");

(iii) Borrower executed and delivered to Lender, among other things, the documents listed on Schedule 1 attached hereto (as amended from time to time, the "Additional Loan Documents").

The Note, the Mortgage, the Assignment of Rents, the Additional Loan Documents, the First Amendment, the Second Amendment, the Cash Management Agreement, the Escrow Agreement and the Guaranty (as such terms are defined below), and all other documents evidencing, securing or setting forth the terms of the Loan, as modified, amended and supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents." The Loan Documents were previously amended pursuant to the Note and

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Mortgage Modification Agreement executed by Trustee and Lender dated August 17, 1993 (the "First Amendment") and the Second Loan Modification Agreement executed by Borrower and Lender dated July 29, 1998 and recorded with the Cook County, Illinois Recorder of Deeds as Document No. 98688909 (the "Second Amendment"). Pursuant to the Second Amendment, Peter Dellaportas, Daniel Silverberg and Mark Munsell (collectively, the "Guarantors") executed and delivered to Lender the Guaranty (as defined in the Second Amendment) and Borrower executed and delivered to Lender, among other things, the Cash Management Agreement and Escrow Agreement (as defined in the Second Amendment).

C. The Property is encumbered by a Second Mortgage dated August 17, 1993 (the "Subordinate Mortgage") executed by Trustee for the benefit of Dan K. Silverberg, Agent ("Junior Lender") recorded with the Cook County, Illinois Recorder of Deeds on August 23, 1993 as Document No. 9366502. The Subordinate Mortgage secures a Promissory Note dated August 17, 1993 made by Trustee and payable to Junior Lender (the "Subordinate Note") evidencing indebtedness in the original principal amount of \$1,950,000 (the "Subordinate Loan"). The Subordinate Mortgage, the Subordinate Note, and all other documents evidencing, securing or setting forth the terms of the Subordinate Loan, as modified, amended and supplemented from time to time, are hereinafter collectively referred to as the "Subordinate Loan Documents." Trustee, Junior Lender and Lender executed a Consent to Subordinate Financing - Acknowledgment of Junior Status dated August 17, 1993 (the "Subordination Agreement"), pursuant to which, among other things, the subordinate nature of the Subordinate Loan was confirmed.

D. Borrower has requested that Lender consent to and execute a Final Plat of Resubdivision (the "Resubdivision Plat") providing for a re-subdivision of a portion of the Property. As a condition to Lender's consent to and execution of the Resubdivision Plat, Borrower and Lender have agreed to modify the terms of the Loan Documents upon the terms and conditions hereinafter set forth to confirm to Lender that the real property described on Exhibit B attached hereto ("Lot 1") is encumbered by the Mortgage.

### **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated in this Agreement as if fully set forth herein.

2. **Modification of Mortgage.** The Mortgage is hereby amended as follows:

Trustee, as mortgagor, does by these presents GRANT, REMISE, ALIEN, CONVEY and MORTGAGE unto Lender, as mortgagee, and its successors and assigns, Lot 1 and all of its estate, right title and interest therein. The definitions of "Real Estate" and "Mortgaged Property" set forth in the Mortgage

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are hereby amended to include Lot 1 and the legal description of Lot 1 contained in Exhibit B attached hereto shall be added to Exhibit A to the Mortgage.

Beneficiary(ies) and not the Trustee

3. **Payment of Fees and Costs.** Borrower agrees to pay to Lender all costs associated with the transaction contemplated hereby incurred by Lender including, but not limited to, the out of pocket fees and expenses of Lender's outside counsel, recording fees and title insurance policy or endorsement premiums.

4. **Miscellaneous.**

(a) All references in the Loan Documents to the Mortgage shall be deemed to refer to the Mortgage as amended hereby. In the event of any conflict or inconsistency between this Agreement and the Loan Documents, the applicable provisions of this Agreement shall govern. The provisions of the Loan Documents are in full force and effect except as modified herein and the Loan Documents as so amended are ratified and confirmed hereby.

(b) The captions herein are used for convenience only; the parties do not intend such captions to be used in interpreting the meaning of the Agreement. In the event a court finds a provision of this Agreement to be unenforceable, such provision shall be severable and the other provisions shall remain in full force and effect.

5. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original but all of which constitute collectively one agreement.

6. **Limitation on Liability.** Notwithstanding any provision contained in this Agreement to the contrary or in any agreement to be delivered pursuant to this Agreement, but subject to the last sentence of this Section 6, it is agreed that the partners of Partnership shall not be individually or personally liable to Lender by reason of a breach of any obligation of Borrower pursuant to this Agreement, all recourse of Lender against Borrower under this Agreement to be satisfied solely from the assets of Partnership and Trustee (it being agreed that any obligation of a partner to contribute funds or loan funds to Partnership and any negative capital account on the part of a partner of Partnership shall not be deemed an asset of Partnership for the purposes of this Agreement). Proceeds of the Property received by Partnership or Trustee or paid to any partner, property manager or affiliate of either of them shall be deemed assets of Partnership or Trustee, as applicable. Nothing contained in this Agreement, or in any document delivered pursuant to this Agreement, shall in any way limit, release, terminate or waive the liability of Guarantors pursuant to the Guaranty.

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**EXECUTED** and effective as of the day and year first above written.

**PARTNERSHIP:** **LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD.,** an Illinois limited partnership

By: [Signature]  
Its: General Partner

By: **Lansing Landings Investors Limited Partnership, its general partner**

By: [Signature]  
Its: General Partner

AMALGAMATED BANK OF CHICAGO f/Kla

**TRUSTEE:** **AMALGAMATED TRUST AND SAVINGS BANK, as**  
Trustee as aforesaid

By: [Signature]  
Its: See attached Rider for signature of Trustee

**LENDER:** **THE TRAVELERS INSURANCE COMPANY, a**  
Connecticut Corporation

Counsel's Initial: \_\_\_\_\_

By: [Signature]  
Name: Robert Scoville  
Title: Vice President

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RIDER ATTACHED TO AND MADE A PART OF Third Loan Modification Agreement

DATED September, 1999 UNDER TRUST NO. 4951

This 3rd Modification Agreement is executed by AMALGAMATED BANK OF CHICAGO, not personally, but solely as Trustee under Trust No. 4951 in the exercise of the power and authority conferred upon and vested in it as such Trustee and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the 3rd Modification Agreement that no personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed or Mortgage given to secure payment hereof or in the property or funds at any time subject to said Trust Agreement, because or in respect of this 3rd Modification agr. or in the making issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this 3rd Modification agr. accepts the same upon the express condition that no duty shall rest upon said AMALGAMATED BANK OF CHICAGO, either personally or as said Trustee, to sequester the rents, issue and profits arising from that sale or other disposition thereof, but in case of default in the payment of this and profits arising from that sale or other disposition thereof, but in case of default in the payment of this 3rd Modification agr. or of any installment hereof, the sole remedy of the holder hereof shall be foreclosure of said Trust Deed or Mortgage given to secure the indebtedness evidenced by this 3rd Modification agr. in accordance with the terms and provisions in said Trust Deed or Mortgage set forth, or by action to enforce their personal liability of the guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that AMALGAMATED BANK OF CHICAGO, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee under Trust No. 4951

By: John J. Malone  
Assistant Vice President / Trust Officer

Attest: C. Zende  
Assistant Vice President / Trust Officer

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**JOINDER BY SUBORDINATE LENDER**

Subordinate Lender hereby joins into this Agreement, with the same force and effect as a signatory thereto, for the sole purpose of agreeing that the terms of the Subordination Agreement are not affected by this Agreement and that the terms thereof shall apply to the Loan Documents as modified pursuant to this Agreement.



\_\_\_\_\_  
Daniel K. Silverberg, Agent

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## CONSENT OF GUARANTORS

Guarantors have executed and delivered to Lender this Consent of Guarantors as a reaffirmation of the Guaranty. Guarantors hereby consent to the foregoing Third Loan Modification Agreement, reaffirm the validity and enforceability of the Guaranty and the obligations of Guarantors thereunder and acknowledge that the Guarantors have no defenses or offsets to the enforcement of the Guaranty.

  
Peter Delaportas

  
Daniel Silverberg

  
Mark Munsell



STATE OF OHIOCOUNTY OF CUYAHOGA

Lansing Landings Investors L.P., an Ohio limited partnership

On the 4th day of October, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dan K. Silverberg who acknowledged himself to be the gen. ptnr. of Lansing Landings Investors L.P., a general partner, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as general partner, on behalf of Lansing Landings Investors L.P., and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Kathleen B. Phelan  
Notary Public

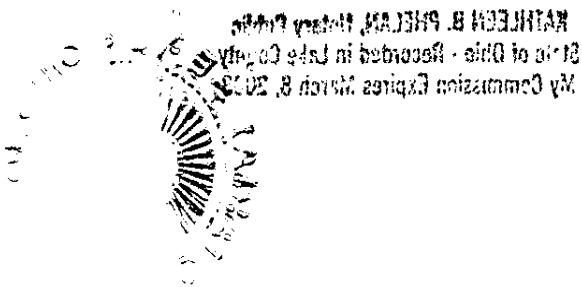
My Commission Expires:

KATHLEEN B. PHELAN, Notary Public  
State of Ohio - Recorded in Lake County  
My Commission Expires March 8, 2003

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8/1/2010

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STATE OF OHIOCOUNTY OF CUYAHOGA

Lansing Landings Investors L.P., an Ohio limited partnership

On the 4th day of October, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark R. Munsell who acknowledged himself to be the gen. ptrn of Lansing Landings Investors L.P., a general partner, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as general partner, on behalf of Lansing Landings Investors L.P., and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Kathleen B. Phelan  
Notary Public

My Commission Expires:

KATHLEEN B. PHELAN, Notary Public  
State of Ohio - Recorded in Lake County  
My Commission Expires March 8, 2003

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STATE OF ILCOUNTY OF CookLansing Landings Shipping  
Partner Limited Partnership

On the 6 day of October, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter Dellaportas who acknowledged himself to be the Co-general Partner ☒, an IL Ltd. Pshp and acknowledged so that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Co-general Partner, on behalf of \_\_\_\_\_, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

  
 Notary Public

My Commission Expires:



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STATE OF Illinois

COUNTY OF Cook

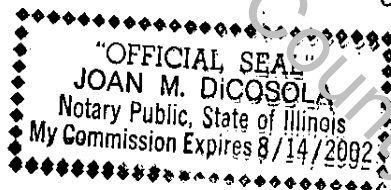
\* AMALGAMATED BANK OF CHICAGO

On the 5<sup>th</sup> day of October 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John J. Malone who acknowledged himself to be the Vice President of \*, a Corporation and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Vice President, on behalf of AMALGAMATED BANK OF CHICAGO and desired that the same might be recorded as such.

WITNES my hand and seal the day and year aforesaid.

Joan M. Dicosola  
Notary Public

My Commission Expires:



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STATE OF CONNECTICUT

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COUNTY OF HARTFORD

On the 22 day of 11, 1999 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert Scoville who acknowledged himself to be the Vice President of The Travelers Insurance Co., a CT Corp, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Vice President, on behalf of The Travelers Insurance Co. and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Carl B. Rich  
Notary Public

My Commission Expires:

**CARL B. RICH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEP. 30, 2002





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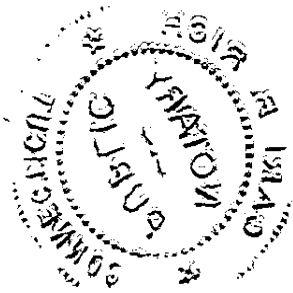
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## LIST OF EXHIBITS AND SCHEDULES

A - Legal Description of Real Property

B - Legal Description of Lot 1

Schedule I - Additional Loan Documents

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EXHIBIT A

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## Legal Description

### PARCEL 1:

LOT 3 (except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of Lot 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 241 feet thereof);

LOTS 10 through 17, both inclusive, and

Outlots A & B.

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,177 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

### EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 50 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwesterly right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 894.67 feet; thence South 0 Degrees 03 Minutes 26 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Seconds West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

## EXCEPTION PARCEL B:

That part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 89 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 287.48 feet to the Southeasterly line of Outlot B, being the Northwesterly right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 Minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 267.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 89 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

## EXCEPTION PARCEL C:

That part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Seconds West on the Westerly line of said Outlot A, a distance of 436.88 feet; thence South 3 Degrees 12 Minutes 32 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on a line 818.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 50 foot wide roadway, 25 feet on either side of the following described line; thence North 86 Degrees 44 Minutes 21 Seconds East a distance of 386.31 feet; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 50 foot roadway, in Cook County, Illinois.

## EXCEPTION PARCEL D:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degrees 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 82.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.78 feet to an angle point of said Lot 1; thence South 64 Degrees 45

Minutes 26 Seconds East on a line of said Lot 1, a distance of 98.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 180.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180.0 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Commencing at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 Minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 168.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 Minutes 50 Seconds East a distance of 168.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the Southwest Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2(a), 2.2(b), 2.2(c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,087, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document 85,216,069, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,395, August 16, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within Lots 4 or 5 in said Landings Planned Unit Development.

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Permanent Tax Numbers: 30-19-300-014  
(Affects Lot 3)

Volume: 225

30-19-300-018  
(Affects Lot 7)

30-19-300-019  
(Affects Lot 8)

30-19-300-020  
(Affects Lot 9)

30-19-300-021  
(Affects Lot 10)

30-19-300-022  
(Affects Lot 11)

30-19-300-023  
(Affects Lot 12)

30-19-300-024  
(Affects Lot 13)

30-19-300-025  
(Affects Lot 14)

30-19-300-026  
(Affects Lot 15)

30-19-300-027  
(Affects Lot 16)

30-19-300-028  
(Affects Lot 17)

30-19-300-029  
(Affects Outlot A)

30-19-300-030  
(Affects Outlot B)

Common Address:

The Landings Shopping Center  
the northeast corner of Torrence Avenue  
(Route 83) and 170th Street  
Lansing, Illinois

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EXHIBIT B

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Legal description of Lot 1

LOT 1 AS SHOWN FINAL PLAT OF THE LANDINGS FIRST RESUBDIVISION recorded  
May 4, ~~1999~~, as document No. 00-316232 in Cook County, Illinois

BEING A RESUBDIVISION OF PART OF OUTLOT A, OUTLOT B, AND LOT 9 IN THE  
LANDINGS P.U.D. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  
1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1985 AS  
DOCUMENT NUMBER 85148127, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



**SCHEDULE I**

**ADDITIONAL LOAN DOCUMENTS**

1. Collateral Assignment of Beneficial Interest and Power of Direction dated May 5, 1988 from Partnership to Lender and endorsed by Trustee
2. Security Agreement dated May 5, 1988 between Partnership and Lender
3. Assignment of Operating Agreement dated May 5, 1988 from Borrower to Lender
4. Assignment of Permits, Licenses, Approvals and Contracts dated May 5, 1988 from Partnership to Lender
5. Indemnification Agreement dated May 25, 1988 from Demetrios Dellaportas to Lender
6. Affidavit dated May 5, 1988 from Demetrios Dellaportas to Lender
7. Affidavit dated August 12, 1993 from the General Partners of the Partnership to Lender