### UNOFFIC

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Amended and Restated Credit Agreement (this "Amendment") is entered into as of the 1st day of September, 1993 by and among William A. Alter ("Obligor"), LaSaile National Trust, N.A., as successor to LaSaile National Bank, not personally, but as Trustee under six (6) separate Trust Agreements each dated February 23, 1982 and known as Trust Nos, 104747, 104748, 104749, 104750, 104751 and 104753, respectively (collectively, the "Elmhurst Trusts"), LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally but as Trustee under two (2) separate Trust Agreements dated April 17, 1985 and 1974, respectively, and respectively known as Trust Nos. 109674 (the "Addison Trust") and 47207 (tr.: "Mt. Prospect Trust"), Southeast Land Partnership, an Illinois general partnership ("SIR"). Southeast Venture Limited Partnership, an Illinois limited partnership ("SVLP"), and Chemical Bank, a New York banking corporation ("Chemical").

#### RECITALS:

- Obligor and Chemical have previously entered into that certain Revolving Credit Agreement dated April 26, 1985 ("Revolving Credit Agreement"), as sequentially amended by: that certain Amendment to Revolving Credit Agreement dated as of August 20, 1986; that certain letter agreement dated as of June 24, 1987; that certain Third Amendment to Revolving Credit Agreement dated November \_\_\_\_, 1987; that certain Fourth Amendment to Revolving Credit Agreement dated August 31, 1988; that certain Fifth Amendment to Revolving Credit Agreement dated November 21, 1988; that certain Sixth Amendment to Revolving Credit Agreement dated December 18, 1989; that certain Seventh Amendment to Revolving Cridit Agreement dated as of October 1, 1990; that certain Eighth Amendment to Revolving Credit Agreement dated as of January 2, 1991; that certain Ninth Amendment to Fevolving Credit Agreement dated as of April 2, 1991; that certain Tenth Amendmen, to Revolving Credit Agreement dated as of July 1, 1991; that certain Eleventh Anlendment to Revolving Credit Agreement dated as of October 1, 1991; and that certain Twelch Amendment to Revolving Credit Agreement dated November 1, 1991. The Revolving Credit Agreement, as amended, is referred to hereafter as the "Original Agreement."
- The Original Agreement was amended and restated in its entirety pursuant to an Amended and Restated Credit Agreement dated as of February 1, 1992 which, among other things, converted the outstanding loans evidenced by the Original Agreement into a term loan in an aggregate principal amount of \$4,408,992.06. The

COOK COURTY HURROIS Prepared by and after recording return to:

Hopkins & Sutter Three Pirst National Plaza **Suite 3800** Chicago, Illinois 60602 Attn: Thomas Buranosky R100215-2

34 050 30 MM 8: 49

03078752



#### ्रात्र के अर्थ के क्षिप्रकार कराइए । १९ १ वर्ष के अवस्थित <mark>सुरक्ष कर्</mark>द्व कर क<mark>रा</mark>कृतिक के स्कार्यक्ष

The second of the state of the control of the second of the control of the contro

#### 2 3 4 4 4 4 10 3 10

्राप्त क्षेत्रमञ्जूष्ट हुन्तः १५ ०० एक पश्चिम केन्द्रक दूर्ण केन्द्रा अनुकरी

Nopsky a barro Taras kust derload Pasa Suite 2007 Oute age, What, e surary Atta: Thomes twaren, y

いのと思いい

Original Agreement, as amended and restated pursuant to said Amended and Restated Credit Agreement, is referred to hereafter as the "Agreement."

- C. Obligor's obligations under the Agreement were further evidenced by a Promissory Note (the "Note") dated as of February 1, 1992 in the principal amount of \$4,408,992.06 from Obligor to the order of Chemical.
- D. Obligor's obligations under the Agreement and the Note were secured in accordance with the terms of, among other things, the following documents:
  - (i) a First Global Amendment to Security Documents (the "First Global Agreement") dated February 1, 1992 by and among Obligor, Chemical, the Addison Trust and the Mt. Prospect Trust, recorded in the Recorder's Office of Durage County, Illinois as Document No. R92-110385 and in the Recorder's Office of Cook County, Illinois as Document No. 92310247, pursuant to which the mortgages described on Exhibit A-1 attached hereto and made a part hereof (the "Mortgages") were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The Mortgages encumber real property legally described on Exhibit B-1 attached hereto and made a part hereof;
  - (ii) a Second Global Amendment to Security Documents (the "Second Global Agreement") dated February 1, 1992 by and among Chemical, the Elmhurst Trusts, and each of the following Illinois limited partnerships: Welland Limited Partnership No. 1, Welland Limited Partnership No. 2, Welland Limited Partnership No. 3, 39A Limited Partnership No. 1, 39A Limited Partnership No. 2, and KYB Limited Partnership. The Second Global Agreement was recorded in the Recorder's Office of Dupage County, Illinois as Document No. R92-087016, pursuant to which the mortgages described on Exhibit A-2 attached hereto and made a part hereof (the "Elmhurst Mortgages") were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The Elmhurst Mortgages encumber real property legally described on Exhibit B-2 attached hereto and made a part hereof;
  - (iii) a Deed to Secure Debt and Security Agreement dated as of February 1, 1992 from SLP in favor of Chemical recorded on May 13, 1992 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia (the "Recording Office") in Deed Book 7440 at Page 4, encumbering the real property legally described on Exhibit B-3 attached hereto and made a part hereof;
  - (iv) a First Amendment to Deed to Secure Debt, Assignment of Leases and Rents and Other Loan Documents dated as of February 1, 1992 between SVLP and Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 77, pursuant to which the documents described on Exhibit A-4 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement

Stri**gt**, af kysmetrighet, av elle et ekstemmer ette delt, ett i selle et eller ekstemmer et eart et ellaretet Kelmidde strangendrætte, ekstemmer eller herkelike eller briger et ellar

ika di berape tugat lempa di lempa dia lambagi (perta) di bubagi perbak kada menggadia. Berapakan panggalapan di kada di kada di kada di berapak kada di kada kada di bubagi bangga mga Bubagi kada di kada di kada kada di ka

and communication (p. 6) made in a confinencial to the confinencial to the confidencial (p. 4) (b. 4) (b.

to the second of the second of

the specific content of the state of the sta

3. An heat of the experience of the experienc

The following services of the entering of the deposits of the entering of the

# 0307875

### UNOFFICIAL COPY

and the Note. The documents described on Exhibit A-4 encumber the real property legally described on Exhibit B-4 attached hereto and made a part hereof;

- (v) a Fifth Amendment to Deed to Secure Debt, Assignment of Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at Page 35, pursuant to which the documents described on Exhibit A-5 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-5 encumber certain real property legally described on Exhibit B-5 attached hereto and made a part hereof:
- Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 4, 1992 in the Recording Office in Deed Book 7406 at rage 49, pursuant to which the documents described on Exhibit A-6 attached hereto and made a part hereof were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-6 encumber certain real property legally described on Exhibit B-6 attached hereto and made a part hereof; and
- (vii) a Sixth Amendment to Deed to Secure Debt, Assignment of Leases and Rents and other Security Documents dated as of February 1, 1992 from SVLP to Chemical recorded on May 6, 1992 in the Recording Office in Deed Book 7406 at Page 63, pursuant to which the documents described on Exhibit A-7 attached hereto and made a part here if were amended and modified to secure, among other things, the Obligor's obligations under the Agreement and the Note. The documents described on Exhibit A-7 encumber certain real property legally described on Exhibit B-7 attached hereto and made a part hereof.
- E. The Note matured on September 1, 1993, and the parties desire to amend the Agreement, the Note and the documents and instruments that second the same in the manner more fully hereinafter set forth.
- NOW, THEREFORE, in consideration of the Recitals, the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor and Chemical agree as follows:
- 1. <u>Incorporation of Recitals: Definitions</u>. The Recitals heretofore set forth are hereby by reference incorporated herein and made a part hereof. All capitalized terms not separately defined herein shall have the definitions respectively ascribed to them in the Agreement.

The state of the state of the second of the second of the state of the second of the s

The content of the first property of the content of

The second secon

the first respective problems of the engineers of the engineers of the control of the engineers of the engin

o comment of the design of the control of the species of the property of the property of the species of the spe

omether and the control of the first of the control of the control

en in the Communication of the month of the control of the control

2. Amendment to Definition of Maturity Date. The definition of "Maturity Date" set forth in Section 1 of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

"Maturity Date" shall mean December 1, 1993.

- 3. Amendment to the Note and the Security Documents. The Maturity Date, as defined in the Note, is hereby changed to December 1, 1993. The documents and instruments which evidence and secure the Agreement and the Note (collectively, the "Security Documents") are hereby amended to reflect this new Maturity Date.
- 4. Conditions Precedent. Obligor acknowledges and agrees that this Amendment shall be of no force or effect and the Maturity Date shall not be extended as heretofore set forth unless and until:
  - (a) This Amendment has been executed by Obligor, the Elmhurst Trusts, the Addison/Mt. Prospect Trusts, SLV and SVLP and delivered to and accepted and executed by Chemical in the State of New York and recorded in the respective Recorder's Offices of Cook and DuPage County, Illinois and in the Recording Office of Gyinnett County, Georgia;
  - (b) Chemical shall have received fully executed counterparts of each of the following documents:
    - (i) Consent to the First Amendment to the Amended and Restated Credit Agreement executed by WA Land Partnership and Chal Venture, as the beneficiary of the Addison/Mt. Prospect Prests;
    - (ii) Consent to the First Amendment to the Amended and Restated Credit Agreement executed by Yorkbrook Park and Oak Creek Venture, as the beneficiaries of the Elmhurst Trusts; and
    - (iii) Ratifications and confirmations of the invironmental indemnification agreements, guaranties, conclined security agreements and assignments of beneficial interest in land trust executed by Obligor, SLP and Herbert Rothschild, as the case may be, described on Exhibit C attached hereto;
  - (c) Chemical shall have received full payment of One Thousand and No/100 Dollars (\$1,000.00) as a processing fee charged to Obligor in connection with this Amendment, and Chemical shall have received full reimbursement for its expenses and costs, including but not limited to legal fees, incurred by Chemical in connection with this Amendment.

03078752

The Manuel M Albert Service of the Manuel Ma

Satisfaction from the engineering the form of the company of the

(a) the trace to Man Decopy and a Majorgament and him states are significantly in the control of a period of the control of

and the action of the entry of the common of the control of the co

Setting of the property of the control of the co

Carlot Community to the acceptable of the community of th

tour form and real of the path order of an early early and real early to the following the second of the following of the second of the second

The experimental of the modern of the state of the second of the control of the c

A second problem of the control o

nation of the same of the property of the second of the se

### **UNOFFICIAL C**

- Ratification and Confirmation. Obligor and Chemical hereby: (a) confirm that, except as amended hereby, the Agreement, the Note and each of the Security Documents remain in full force and effect; and (b) ratify and confirm each of the terms of the Agreement, the Note and the Security Documents, each as amended by this Amendment. Obligor hereby confirms that he has no defenses to his obligations under the Agreement, the Note and the Security Documents and has no claims of offset against any amounts now due or hereafter to be due and payable to Chemical under the Agreement, the Note and each of the Security Documents.
- Trustee's Exculpation. This Amendment is executed and delivered by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that LaSalle National Trust, N.A. hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Amendment shall be construed as creating any liability on LaSalle National Trust, N.A. personally to pay the indebtedness evidenced by the Agreement and the Note and secured by the Security Documents as modified by this Amendment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly walved by Chemical and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this

Amendment as of the date first above written.

Signed, sealed and delivered in the presence of:

WILLIAM A. ALTER 1/6/4'S OFFICE

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

OFFICIAL SEAL ROLLA HEINEN NOTARY FURLIC. STATE OF ILLINOIS MY COMMISSION EXP: 9/13/95

and the fact of the CA CA care there is not a specimen in the case the care in the care of the care the care the care of the c The state of the s Also in the control of the control of

To the fit in the particular to the control of the control of the particular particular to the and the second of the second of the second The Reservoir Action of the transfer of the tr

nger ordere bled nethnie desinfelt.
The conference and he

扩音的对象 20.6cm 经分类的

**(1463年) 经基本证券 文字经**点

OFFICIAL SEAL \*\*
POLLA HERGEN
MOTHER REUTS SEAL OF ELEMONS 也是这个身,将关系外的影响和MOD。往对于

in the presence of:	successor to LaSalle National Bank, not
	personally, but as Trustee aforesaid under Trust Nos. 104747, 104748, 104749, 104750,
On in the	104751, 104753, 109674 and 47207
Jacky Telden	BY:
Unofficial Witness	TITLE: Vice President
Notary Public	ATTEST: Nancy a Statem TITLE: Assistant Secretary
This 23rd Lay of November 1993	,
MY COMMISSION EXPIRES:	AL" SEAL
(AFFIX NOTAR) SBAL) Kathleen E. E. Notary Public, State any Commission Expires Oct.	dya de lilinois de la companya de lilinois de la companya de la co
Signed, sealed and delivered in the presence of:	SOUTHEAST LAND PARTNERSHIP, a Illinois general partnership
	By: W. A. Land Partnership, an Illinois limited partnership General Partner
1	By: 13 Chai Corp., an Illinois corporation lts: General Partner
Unofficial Witness	BY:
Ultimetal Withess	TITLE: Presiden!
Notacy Public	TITLE:
MY COMMISSION EXPIRES:	[CORPORATE SEAL]
(AFFIX NOTARY SEAL)	
" OFFICIAL SEAL " ROLLA HEINEN ROLLA HEINEN ROTARY PURLIC, STATE OF ILLINOIS MY COMMISSION EXP. 9/13/95	•

· 正在於 100 100 100 1 4 2 4 4 5 4 14 14 6 6 6 6 Characters from Indiana, beginning Constitution of the second second second The Miller May 130 13 Canada a data farra a salah 1995 a salah da barata and the designation partially and the second of  $\mathcal{H}_{-}(t, \mathbb{R}^{d})$ James Jacobson (1994) to the word of the part of the content 设计算设置 人名埃森特特斯德的 外國 APRICAL TERMS 是644.187.398.000亿区的9460 Discovity became water a consequent mark movement with all County Clay 

性的 医多种性性

morth, regard steamfit and it is in it had no

ROMEROUS MORE SECTION OF THE SECTION

REPUN NOTARY SEALS

OFFICIAL SEAL " R33813H A3308 English for the state of the content REPORTE AX TRUBERHADO, YAS

Signed, sealed and delivered in the presence of:

SOUTHEAST VENTURE LIMITED PARTNERSHIP, an illinois limited partnership

By: Southeast Development Group, Inc., an

Illinois corporation

Its: General Partner

BY: TITLE:

ATTEST: TITLE:

(CORPORATE SEAL)

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

ROLLA HEINEN NOTARY PUBLIC, STATE OF ILL 40.5 MY COMMISSION EXP: 9/23/95

Signed, sealed and delivered in the presence of:

CHEMICAL BANK, a New York banking corporation

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State of New York No. 03-4515562

Qualified in thoux County Commission Expires February 29, 19.1.

TITLE Vie Hestert

ATTEST:

CORPORATE SFALL

Office

医胸性坏疽 有一致人动物 化五代基代基 Committee the Committee

end of people and the complete White My Charles Con

20 1111

 $(0,1)^{n-1} \in \mathbb{R}^n$ 

BAKAR TOMERDAYA

granizach koa bolikoc horges Therefore on the fall the

(V istolbout)

Sadin english

。 为对人类的 计记录数据数据或模型图

THE SOMMISSION FOR THE

da en cili o liga centrelli. Tengue The Employment will be

#### **EXHIBIT A-1**

#### ADDISON/MT. PROSPECT MORTGAGES

- 1. THAT CERTAIN MORTGAGE DATED NOVEMBER 1, 1985 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY, ILLINOIS ON NOVEMBER 5, 1985 AS DOCUMENT NO. R85-96474, AS AMENDED THEREAFTER FROM TIME TO TIME ("MORTGAGE NO. 1").
- 2. THAT CERTAIN MORTGAGE DATED AUGUST 29, 1986 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON SEPTEMBER 11, 1986 AS DOCUMENT NO. 86406853, AS AMENDED THEREAFTER FROM TIME TO TIME ("MORTGAGE NO. 2").

June Williams

· Bright committee in Lamborner.

Open of Collins Clerks Office

#### **EXHIBIT A-2**

#### **ELMHURST MORTGAGES**

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19559 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104749 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 1 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF \$705,857.00 ("MORTGAGE A").

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19548 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED PEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104750 TO CHEMICAL BANK A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 2 UNDER THAT CERTAIN REMEURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT \$705,857.00 ("MORTGAGE B").

MORTGAGE DATED MARCH 1, 1983 AND RECORDED APRIL 7, 1983 AS DOCUMENT R83-19537 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 KNOWN AS TRUST NUMBER 104751 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND WEILAND LIMITED PARTNERSHIP NO. 3 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED MARCH 1, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF \$705,857.00 ("MORTGAGE C").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09993 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104747 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND 39A LIMITED PARTNERSHIP NO. 1 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 50, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF \$1,027,216,00 ("MORTGAGE D").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09983 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 10748 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND 39A LIMITED PARTNERSHIP NO. 2 UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 30, 1983

SECTION S

#### REPORTER BOTO PRESENTENCES

MARK ENGLISH DAN GREEN GENERAL WESTERNESS WERE MER WESTERNESS DES WESTERNESS DANS AND WESTERNESS WESTERNESS DES WESTERNESS DE WESTERN

The second secon

The field that the first the first state of the first th

(i) However, the second of the content of the co

AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF \$1,027,216.00 ("MORTGAGE E").

MORTGAGE DATED JANUARY 30, 1983 AND RECORDED FEBRUARY 23, 1983 AS DOCUMENT R83-09953 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1982 AND KNOWN AS TRUST NUMBER 104753 TO CHEMICAL BANK, A NEW YORK BANKING CORPORATION, SECURING OBLIGATIONS OF MORTGAGOR AND KYB LIMITED PARTNERSHIP UNDER THAT CERTAIN REIMBURSEMENT AGREEMENT DATED JANUARY 30, 1983 AMONG MORTGAGOR, SAID PARTNERSHIP AND CHEMICAL BANK, IN THE AMOUNT OF Poperty of Coot County Clert's Office \$997,897.00 ("MORTGAGE F").

KANONG MARKERAKAN KANDAN PERPENTENTENTENTAN PARE TERMETER PERPENTENTAN KETERMENTENTAN KETERMENTENTAN KETERMENT AKARARIA PERPENTENTAN KETERMENTAN KETERMENTAN KETERMENTAN KETERMENTAN KETERMENTAN KETERMENTAN KETERMENTAN KET

SOFT TO MARKET STORY OF SAME OF SOME REPORT OF SOME OF SOME OF SAME OF one kalik kikoniki miki dibi salemba di bibi samo basik kilik kanishiri bibi bibi kasa kilik bibi bibi bibi ka Barama kemana kikon katan manama sama barama manama kanama kanishiri barama kanishiri barama kanishiri bibi k Property of Coop County Clerk's Office THE PROPERTY OF FINANCE OF THE PROPERTY OF THE

(A) ((a, b)

#### **EXHIBIT A-3**

#### INTENTIONALLY OMITTEDI

Property of Cook County Clerk's Office

A RELIGIONAL

medaka kelayaran mereb

Property of Coot County Clerks Office

03028752

#### **EXHIBIT A-4**

A Deed to Secure Debt and Security Agreement made by Southeast Venture Limited Partnership to Chemical Bank dated June 12, 1990 and recorded June 28, 1990 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 6087, Page 195.

An Assignment of Leases and Rents made by Southeast Venture Limited Partnership to Chemical Bank dated June 12, 1990 and recorded June 28, 1990 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 6087, Page 231.

03078752

五石 美国政治課題

Cotto ក្នុកក្នុងស្រាស់ស្រាស់ស្នាក់ គឺ គឺ គឺ គឺ ការប្រជាព័ត្រ ខាងសេស ប្រជាព័ត្តសម្រាស់ ស្រាស់ មានប្រជាព័ត្**ងសេស**វិសាស of Comments of the Contract of Contract Contract of the Contract of the Section Section Section 1997 fair in the fair of the rich as a given a country of the rent million country on a good out a lower that

SCHOOL ST

 $\{|\mathcal{M}_{i,p,p}(y)|\}_{i=1}^{n}$ 

#### **EXHIBIT A-5**

A Deed to Secure Debt and Security Agreement (Building A) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 176.

A Collateral Assignment of Leases and Rents (Building A) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Decid Book 3925, Page 284.

BA THURSA

proved most and other the grade of the antempt of memorial here wish, commenced heads to be a supplementation of the supplementation of t

A. A. Mantagara at the analysis of the second control of the secon

45000000

#### EXHIBIT A-6

A Deed to Secure Debt and Security Agreement (Building B) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 212.

A Collateral Assignment of Leases and Rents (Building B) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 296.

a-a frinka 🛒 .

readilities of the least the maniferent tradition of the second business to be under a found. A formula to the control of the

The state of the first product of the state of the state

#### **EXHIBIT A-7**

A Deed to Secure Debt and Security Agreement (Building C) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 14, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia at Deed Book 3925, Page 248.

A Collateral Assignment of Leases and Rents (Building C) made by Southeast Development Group, Inc. to Chemical Bank dated November 14, 1986 and recorded November 28, 1986 in the Office of the Clerk of the Superior Court of Gwinnett County, The Or Coot County Clark's Office Georgia at Deed Book 3930, Page 39.

#### **人点的的现在分**据

remainstratif van Amain I engalestaris, sanetrerige, stammer. Den jerste engagen af fingelt er Andre enst transcraft i dit sommer een tres de enstatische en en stammer in mengale eest Andre I en maar Amerikaans som een een geding meet en heer en maar in dit die gebruik een tijden een een dit e Andre en een bedragen tres en tijden een

#### **EXHIBIT B-1**

#### ADDISON/MT. PROSPECT LEGAL DESCRIPTIONS

#### AS TO MORTGAGE NO. 1:

LOTS 2 AND 3 IN TOLLWAY PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1985 AS DOCUMENT R85-60220 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.

02 25 201 029

22 25 201 030

02 25 201 036 (PARTIALLY AFFECTS LOT 2)

#### AS TO MORTGAGE NO. 2:

THAT PART OF LOT 4. IN LINNEMAN'S DIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 23. TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH EAST 1/4 OF SECTION 14. TOWNSHIP 41 NORTH, RANGE I! EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953, AS DOCUMENT NUMBER 15716544, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LIVE OF ELMHURST ROAD, BEING 50.00 FEET WEST OF THE EAST LINE OF SAID LOT 4 AND 869.23 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4; THENCE WEST PERPENDICULAR TO SAID WEST RIGHT OF WAY LINE OF ELMHURST ROAD, A DISTANCE OF 412.05 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE BEING CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 10000 FEET, A DISTANCE OF 78.54 FEET; THENCE NORTH WEST TANGENT TO THE LAST DESCRIBED CURVE. A DISTANCE OF 83.55 FEET: THENCE NORTH EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 496.13 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST RIGHT OF WAY LINE OF SAID ELMHURST ROAD, 191.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ELMHURST ROAD: THENCE SOUTH ALONG SAID RIGHT OF WAY LINE 439.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

P.I.N.

08 23 203 011

#### 主义 美国自己公司

#### LESTO MORTGAGE NO. 11

gorina et et alle Miller

व्यक्ति मान्यू साम्बर्ध

AN THE OFFICE WARRANT RATE OF THE SECTION

#### AS TO MONTRACE TO. 2:

Professional Control (1988) The second of the control of the contr

11.0000 27.80

1000

03/15/22

Later A

#### EXHIBIT B-2

#### **ELMHURST LEGAL DESCRIPTIONS**

#### AS TO MORTGAGE A:

THE EAST 145.55 FEET OF LOT 1 AND THE SOUTH 127.00 FEET OF THE WEST 67.91 FEET OF THE EAST 213.46 FEET OF SAID LOT 1 IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81.55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive

Lombard, Illinois

P.I.N. 06 19 304 014

#### AS TO MORTGAGE B:

THAT PART OF LOT 1 LYING SOUTH OF A LINE 138.61 FEET NORTH OF AN PARALLEL WITH THE MOST SOUTHERL? THE THEREOF AND LYING WEST OF THE EAST 213.46 FEET THEREOF, THE WEST 32.66 FEET OF THE EAST 246.12 FEET OF THAT PART OF LOT 1 LYING NORTH OF SAID SOUTH 138.61 FEET THEREOF AND THE WEST 67.91 FEET OF THE EAST 213.46 FEET OF THE PART OF SAID LOT 1 LYING NORTH OF THE SOUTH 127.00 FEET THEREOF, IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81.55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive

Lombard, Illinois

P.I.N. 06 19 304 014

#### AS TO MORTGAGE C:

THAT PART OF LOT 1 LYING WEST OF THE EAST 246.12 FEET THEREOF AND LYING NORTH OF A LINE 138.61 FEET NORTH OF AND PARALLEL WITH THE

Service B

一把脸 的复数形式 医动物 计多数基本 医多种结构 经国际

国际现在无效的 经证券 医乳毒素

gar provincia progregor de la completa del la completa de la completa del la completa de la completa del la completa de la completa del l la segunda esta la legación de la lación de la lación de la companya de la companya de la companya de la compa La companya de la co Joseph Ox Coot ear page and in continuous each in the earliest with the earliest of the earli The state of the s

ower engaged only complex yorking. the shoot Higania

5、 110 1000 41 36 (對流質

AS TO MORPORDE AL

性利益 为,但因为自己的生产的自己有有的自己的唯 字语形式 化分子工具有效的 使多形形式的 Same Arthurst Contract

> Property September 18 October Stage mondly descioned

> > THER SOLED BOLLDET

THE MEDICAL TRANSPORT OF THE PROPERTY OF THE P Same a more light as partie than that is improve that the same than the base of the same that both the base of

MOST SOUTHERLY SOUTH LINE OF SAID LOT 1 IN RESUBDIVISION OF OAK CREEK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55903, IN DUPAGE COUNTY, ILLINOIS

Property Address: 1800 Springer Drive

Lombard, Illinois

P.I.N. 06 19 304 014

#### AS TO MORTGAGE D:

THE NORTH 307.95 FEET OF THAT PART OF LOT 4 LYING EAST OF THE WEST 143.47 FEET THEREOF AND THAT PART OF SAID LOT 4 LYING EAST OF THE WEST 335.00 FEET THEREOF AND LYING SOUTH OF THE NORTH 307.95 FEET THEREOF, IN LOMBARD INDUSTRIAL PARK UNIT NO. 11 BEING A SUBDIVISION OF PART OF SECTION 30, TOVINSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1978 AS DOCUMENT R78-70568 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R78-124161, IN DUFAGE COUNTY, ILLINOIS

Property Address: 400-422 Eisenhower Lane

Lombard, Illinois

P.I.N. 06 30 201 015

#### AS TO MORTGAGE E:

THE EAST 46.56 FEET OF THE WEST 143.47 FEET OF LOT 4 AND THAT PART OF THE EAST 191.53 FEET OF THE WEST 335.00 FEET OF SAID LOT 4 LYING SOUTH OF THE NORTH 307.95 FEET THEREOF IN LOMBARD INDUSTRIAL PAPK UNIT NO. 11, BEING A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NOF TH. RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE THEREOF RECORDED JULY 31, 1978 AS DOCUMENT R78-70568 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R78-124161, IN DUPAGE COUNTY, ILLINOIS

75 C/614

Property Address: 400-422 Eisenhower Lane

Lombard, Illinois

P.J.N. 06 30 201 016

.

Weiterland, M.A., M.B. Weiterland and Michael and Monder Michael and M. A. School and M. School a

福度间隔电影的 说法有

AS TO MOREVERSES TO

ARTONIO PARTE MONTE PARTE AL PROPERTO DE LA PORTE DEL LA PORTE DE LA PORTE DEL PORTE DE LA PORTE DE LA PORTE DEL PORTE DE LA PORTE DEL PORTE DEL PORTE DE LA PORTE DE LA PORTE DE LA PORTE DE LA PORTE DEL PORTE DE LA PORTE DE LA PORTE DE LA PORTE DE LA PORTE DEL P

and world gulf 111.4 (iv) aggreent program would find out

F 149: 00 38 50 1315

TO TABLE OF THE THE THE THE

中では、大学のでは、「Andrews Andrews Andrews

Prophysic Address: Hornell Commission Con-

MAN SECTION OF THE

人不经合选性

STBYOL(

#### AS TO MORTGAGE F:

LOT 16 IN OAK CREEK UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1981 AS DOCUMENT R81-55904, IN DUPAGE COUNTY, ILLINOIS

Property Address: 901 Oak Creek Drive Lombard, Illinois

P.I.N. 06 19:204 010

TERROR OF THE

精 大家的 ELE 25 的 医肾 16 家的 医内部性 医型性 有的 医性性 医乳化性 紧闭 医皮肤 医皮肤 In the experience of the property Aropology of County Clerk's Office

and ragional for a calibraticum

#### EXHIBIT B-3

#### LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 325 of the 6th District of Gwinnett County, Georgia, containing 33.288 acres, same being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point which marks the intersection of the southwesterly Right-of-Way Line of River Green Parkway (being an Eighty (80") foot Right-of-Way at said point) with the westerly Right-of-Way Line of Corporate Way Line of said Corporate Way and traveling along the southwesterly Rightof-Way Line of said River Green Parkway along a curve to the left an arc distance of 28.00 feet (said are being subtended by a chord bearing north 81 degrees 57 minutes 45 seconds west a chord distance of 28.00 feet and having a radius of 1060.00 feet) to a point on the southwesterly Right-of-Way Line of said River Green Parkway; thence continuing along said Right of Way Line south 07 degrees 16 minutes 51 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being a One Hundred Ten (110') foot Right-of-Way at said point); thence continuing along said Right-of-Way Line along a curve to the right of arc distances of 454,42 feet (said arc being subtended by a chord bearing north 61 degrees 12 minutes 04 seconds west a chord distance of 443.82 feet and having a radius of 605.00 feet) to an iron pin set on said Right-of-Way Line, which iron pin set is the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established leaving the southwesterly Right-of-Way Line of said River Green Parkway and traveling south 49 degrees 09 minutes 11 seconds west a distance of 222,33 feet to an Iron pin set; thence traveling south 57 degrees 33 minutes 33 seconds west a distance of 48.24 feet to an iron pin set; thence traveling along a curve to the left an arc distance of 165.52 feet (said arc teing subtended by a chord bearing south 52 degrees 43 minutes 25 seconds west a coord distance of 99.64 feet and having a radius of 50.00 feet) to an p.k. nail set; thence reveling south 57 degrees 05 minutes 41 seconds west a distance of 346.64 feet to an fron pin found; thence traveling north 32 degrees 54 minutes 19 seconds west a distance of 315.21 feet to an iron pin found: thence traveling north 35 degrees 32 minutes 16 seconus east a distance of 45,00 feet to an iron pin found; thence traveling north 42 degrees 62 minutes 18 seconds west a distance of 606.42 feet to an iron pin set on the easterly Right-of-Way Line of said River Green Parkway (being a One Hundred Ten (110') foot Right-of-Way at said point); thence traveling along the easterly Right-of-Way Line of said River Green Parkway along a curve to the left an arc distance of 600.38 feet (said arc being subtended by a chord bearing north 13 degrees 54 minutes 15 seconds east a chord distance of 693.84 feet and having a radius of 1155.00 feet) to a point on sald Right-of-Way Line; thence continuing along said Right-of-Way Line following the curvature thereof the following courses and distances:

south 89 degrees 00 minutes 52 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being an Eighty (80') foot Right-of-Way at said point);

专项性组织的

ence the section of the co

The second of the second second of the secon

Harden Branch and the Company of the and the second of the second o and produced the second of the second second

The complete value of the first of the control of t

## UNOFFICIAL C

north 00 degrees 59 minutes 10 seconds west a distance of 19.47 feet to a point on said Right-of-Way Line:

along a curve to the right an arc distance of 905.12 feet (said arc being subtended by a chord bearing north 51 degrees 23 minutes 46 seconds east a chord distance of 784.19 feet and having a radius of 495.00 feet) to a point on the southerly Right-of-Way Line of said River Green Parkway; south 76 degrees 13 minutes 10 seconds east a distance of 19.47 feet to a point on said Right-of-Way Line:

along a curve to the right an arc distance of 932.55 feet (said arc being subtended by a chord bearing south 23 degrees 50 minutes 13 seconds east a chord distance of 807.96 feet and having a radius of 510,00 feet) to a point on the westerly Right-of-Way Line of said River Green Parkway:

north 51 degrees 27 minutes 17 seconds west a distance of 15.00 feet to a point on said Right-of-Way Line (being a One Hundred Ten (110') foot Right-of-Way at said point);

thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 720.00 feet (said and being subtended by a chord bearing south 05 degrees 34 minutes 08 seconds west a thord distance of 678.64 feet and having a radius of 605.00 feet) to an iron pin set on the southwesterly Right-of-Way Line of said River Green Parkway, which iron pin set is the TRUE POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Southeast Land Partnership, Chicago Title Ins., Co. and Chemical Bank, a New York Banking Corporation", prepared by Hayes, James & Associates, stamped by Billy Ray Cheek, Georgia Registered Land Surveyor No. 1615, dated April 30, 1992.

6/06/92-lar-2-04284

Butter, it and 1978 All the many with the constitution of Related to the constitution of the constitution of the But he was the business of But the same of the control of the same of and the control of t The control of The Committee of the Arman Committee of the Committee of en en la final de la final de la companya de la co La companya de la co

(a) An in the All Superior Court of the engine of the e

An interest the state of the st which there is a surface to be a first the first the second of the part of the

一直是"ALL DOMERAL AND ALLAS." Carlotte a word of the grown na katalan sa minangan katalangan ka Street Chemical Springers and page

#### **EXHIBIT B-4**

#### LEGAL DESCRIPTIONS

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 325 of the 6th Land District. Gwinnest County, Georgia, and being more particularly described as follows:

EEGMNING at a point of intersection of Perchiree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way (being 100-fest mite at the point of Intersection); thence North 48 degrees 26 minutes 22 seconds West a picture of 223.83 feet to a point on said right-of-way of River Green Parkway (being adius a griff of the court of curvature of a curva to the left having a radius of 1000,00 feet. A short bearing of North 66 degrees 00 minutes 11 accords West and a chort dictance of 552.30 feet; following the southwestedy right-of-way of River Green Parkway sions said curve an am distance of 558.83 feet to the end of said curve to a point on the nontherly right-of-way lind of Corporate Way (being a 60-foot right-of-way), and being the TRUE POINT OF EEGINNING thence from self TRUE POINT OF BEGINNING along the northerly right-of-way line of Corporati Way: South 10 degrees 24 minutes 58 seconds West following said nomberly right-of-way line of Corporate Way a distance of 10.64 feet to the point of curvature of a curve to the right liewing a radius of 70.00 feet. a chord bearing of South 24 degrees 42 minutes 29 seconds Wull and a chord distance of 34.56 feet; along said surve following said northerly right-of-way line of Corporate Way an arc distance of 34.92 feet to an iron pin found at the end of said curve; thanks South 30 degrees 00 minutes 00 seconds West following said nonherty right-of-way line of Corporate Way a distance of 228.25 feet to the point of curvature of a curve to the right having a featium of \$5.00 feet, a chord bearing of South 75 decrees 04 minutes 32 seconds West and a churc distance of 114.54 feet; along said curve following said nontherly right-of-way line of Corporate Way an are distance of 122.94 feet to a point at the end of said curve; thence North 66 degrees 60 minutes 57 seconds West following azid northerly right-of-way line of Corporate Way a distance of 202.50 feet to a point, being the point of curvature of a curve to the north having a radius 61 125.00 fect, a chord bearing of North 49 degrees 52 minutes 38 seconds West and a chord districe of 72.98 feet; along said curve an arc distance of 74.05 feet to a point being the end of said curve; thence North 32 degrees \$4 minutes 19 seconds West a distance of 69.15 feet to a pooling thence North 57 degrees 05 minutes 41 seconds East a distance of 55.38 fect to a point; thence North 40 degrees 05 minutes 51 seconds Exct a distance of 247.94 feet to a point on the source of high-of-way of River Green Parkway, being a 110-foot right-of-way and being a point of durvature of a curve to the left having a radius of 605.00 feet, a chord bearing of South 62 degrees 33 minutes 30 seconds East and a chord distance of 417.03 feet; along said curve an aic distance 2425.76 feet to an iron pin found; thense continuing along the southerly right-of-way line of River Green parkway North 07 degrees 16 minutes 51 seconds East a distance of 15.00 feet to an Iron pin found; thence continuing along said southerly right-of-way line of River Green Parkway South 81 degrees 57 minutes 45 seconds East a distance of 28.00 feet to the TRUE POINT OF **BEGINNING.** 

high thungstand a

क्षणायाय भारतीय अक्रिये

BALL THAN CHING OF ON ART DRIVING HARD BODY of the following of the 200 of this time to a comment Body for the Colors of the sense of the following of the colors of the Colors of

Operation of College C

ាស្ត្រ។ - ស៊ីរីបីរ៉ាស់ស្ត្រីស្ត្រ។

#### EXHIBIT B-4 (Continued)

#### LEGAL DESCRIPTIONS

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 325 of the 6th Land District. Gwinning County, Georgia, and being more particularly described as follows:

DEGINNING at a point of intersection of Pezchtree Industrial Boulevard's 150-loot numb resterly right-of-way and River Green Perkway's southwesterly right-of-way (being 100-lest wide at the point of intersection); thence North 46 degrees 26 minutes 22 seconds West a littence of 223.63 feet to a point on said right-of-way of River Green Parkway (paing to feet slide at this point), and being the point of curvature of a curve to the left having a radius of 1000.00 lect a chord bearing of North 68 degrees 05 minutes 11 seconds West and a chord distance of \$52.38 feet; following the southwesterly right-of-way of River Green Parkway ziong said curve an arc distance of \$58.23 feet to the and of said curve to a point on the nonnerly right-of-way line of Corporate Way (being a 60-foot right-of-way) the following courses: South 10 degrees 24 minutes 58 seconds West a distance of 10.64 feet to the point of curvature of a curve to the right having a radius of 70.00 feet, a chord bearing of South 24 degrees 42 minutes 29 seconds West and a chord distance of 34.56 fact; along said curve an arc distance of 34.92 feet to an ifer pin found at the end of said curve; thence South 39 degrees 90 minutes 00 seconds. West a distance of 226.26 feet to the point of curvature of a curve to the right having a radius of 95.00 feet, a chord bearing of South 76 degrees 04 minutes 32 seconds West and a chord distance of 114.54 left along said curve an arc distance of 122.94 feet to a point at the end of said curve; thence North 65 degrees 50 minutes 57 accords West a distance of 262,50 feet to a point; thence running across Corporate Way South 26 degrees 53 minutes 54 seconds West a distance of 60.13 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING along the southerly right of way line of Corporate Way South 65 degrees 50 minutes 57 seconds East a distance of 18,67 feet to a point; thence departing said Corporate Way right-of-way South 23 degrees 09 minutes 03 sectors? West a distance of 305.00 feet to an iron pin found; thence North 66 degree 50 minutes 37 @conds West a distance of 273.53 feet to an iron pin found; thence North 32 deprees 54 minutes 19 seconds West a distance of 191.00 feet to an Iron pin found; thence North 57 degrees of minutes 41 seconds East a distance of 355.00 feet to a point thence South 37 degrees 54 minutes 19 seconds East a distance of 132,08 feet to a point of curvature of a curve to the feft having a radius of 185,00 feet, a chord bearing of South 49 degrees 14 minutes 48 seconds Ecstands chord distance of 104.25 feet along said curve an arc distance of 105.68 feet to a point at the end of said curve being the TRUE POINT OF BEGINNING.

Produce a a a particular de la compositione de la c

200 th Or Cook Colling Clark's C

The effective section of the continues of the energy of the ending of the section of the end of the

0304243

asagsán.

#### EXHIBIT B.5

#### LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lot 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point of intersection of Peachtree Industrial Boulevard 3 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of intersection; thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to the point of curvature of a curve to the left having a radius of 1060.00 feet. '& chord beating of North 54 degrees 30 minutes 48 seconds West and a chord distance of 129.92 feet; thence along said curve an arc distance of 130,00 feet to the end of said curve to a one-half inch rebar set being the TRUE PUINT OF BEGINNING; thence South 39 degrees 52 minutes 00 seconds West a distance of 319.45 feet to a one-half inch rebar set; thence North 51 degrees 00 minutes 00 seconds West a distance of 330.00 feet to a one-half inch rebar set; thouse north 39 degrees UU minutes 00 seconds East a distance of 1,0,65 feet to the point of curvature of a curve to the left having a radius of 130.00 feet, a chord bearing of North 26 decrees 52 minutes 47 seconds and a chord distance of 54.59 feet: thouce along said curve an arc distance of 55.00 feet to the end of said curve; thence North 56 degrees 18 minutes 42 seconds East a distance of 28.35 feet to the point of curvature of a curve to the right having a radius of 1060.00 feet, a chord bearing of South 67 degrees 27 minutes 14 seconds East and a chirt distance of 347.25 feet; thence along said curve an arc dincense of 348.82 feet to the end of said curve to a one-half inco rebar set being the TRUE POINT OF BEGIRNING.

#### 美国工程的3月

#### 1937年,自然 经销售 混合的成本

្រុងស្តី ក្រសួង ។ និងស្រាស់ និយាស្ថា ស្រាស់ ស្រាស់ ស្រាស់ ប្រសួង ស្រាស់ និងស្រាស់ ប្រើបានប្រើប្រើប្រើប្រឹង្គិ ស្រាស់ ស្រាស់ ស្រាស់ មានស្រាស់ ស្តីស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស់ ស្រាស ស្រាស់ ស្រាស

#### EXHIBIT B-6

#### LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lots 322 and 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Beginging at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of Dikersection; thence north 48 degrees 26 minutes 22 distance of 223,83 feet seconds West a to the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord bearing of North 54 degrees 30 minutes 40 seconds West and a chore distance of 129,92 fant; thouch along said curve an arc distance of 130.00 feet to the end of said curve to a one-half inch rebar sot; thouce South 34 degrace 00 minutes ON seconds West a distance of 319.45 feet to a one-half Inch rebar set being the TRUE POINT OF BEGINNING; thence South i39 degrees UU minutes UD seconds West a distance of 428.10 feet to a one-half inch rebar sek; thence north 66 degrees 50 minutes 57 accords West a distance of 300.00 feet to'a one-holf inch rebar set; thence North 23 degrees 09 minutes 03 seconds East a distance of 133.30 feet to a one-half inch rebar set; thence North 39 degrees 00 minutes 00 argonds East a distance of 173.29 feet to a one-half inch teber set; thence north 13 degrees 55 minutes 29 seconds Work a distance of 45.54 feet to a point of curvature of a curva to the left having a radius of 155.00 feet, a chord bearing of North 57 legrees 32 minutes 16 seconds East and a chord distance of 98.56 feet; thence along said curve an arc distance of 100.30 feet to the end of said curve: thence North 39 degrees UD minutes UD records East a distance of 87.61 feet to a one-half inch rehar set; thence degrees 00 minutes 00 seconds East a Mistance of South 51 330.00 feet to a one-half inch rebar set being the TRUE POINT OF BEGINNING.

ON BALLERY OF S

全国的复数形式机器 化多角谱 在第二十五

nased that or unifer the party that the lamber securists that Ise . The tweether the security that Ise . The tweether the security that Ise . The tweether the security is and it is the security that Ise is the security that Ise is the security that is the secur

The transfer of the transfer of the state of 经收益 法执行的使用的基础的基础的基础的 化多点电影 化邻苯二甲酚 化二甲酚磺基二甲酚 医克里特斯氏征检肠管切除术 later the state of my least last an illustration in the last and the last and a terminal of Orande He diene bering bereit A transfer to the second of the  $(Y_{q})_{q}(\{y_{q},y_{q},\dots,y_{q}\}) = 0$ 🖔 a transfer i grande en transfer i de la companya (prowith the state of war with a reason A turn 8000 and the above the form of the first of the property of 。这是想到了2016年的10日,是一个大学的一个概念。 The state of the state of the state of Barrier Commence of the Commence of the Commence Water College Bridge State Carried Commission (Commission Commission Co The Art Electric ways of Control of a walkers and the particular of Administration of the Continues to the first of the perfect of the Section of the with the two will be been as the visited to the constitution of The state of the state of the state The following the second of th States for the parties and read there is not made a contract to the same of th 公告的"结构"的数据的一方位

6302625

andere i

#### EXHÌBIT B-7

#### LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lot 325 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Reginally at a point of intersection of Peachtree Industrial Boulevard's 150-foot northwesterly right-of-way and River Green Parkway's southwesterly right-of-way being 100 feet wide at the point of intersection; thence North 48 degrees 26 minutes 22 seconds West a distance of 223.83 feet to the point of curvature of a curve to the left having a radius of 1060.00 feet, a chord beating of North 54 degrees 30 minutes 48 seconds West and a chord distance of 129.92 feet: thence along said curve an arc distance of 130.00 feet to the end of said curve to a one-half inch rebar set; thence South 39 degrees 00 minutes 00 seconds West a distance of 747,55 feet to a one-half inch rebar set; thence North 66 degrees 50 minutes 57 seconds West a distance of 300.00 foot to a one-half inch rebar set being the TRUE POINT OF DECIMING: thence North 66 degrees 50 minutes 57 seconds Nust a distance of 321.33 feet to a one-half inch rebar set; thence North 22 degrees 09 minutes 03 seconds East a distance of 305.00 feet to a one-half inch rebar set; thence South 66 degrees 50 minutes 57 seconds East a distance of 247.76 feet to the point of curvature of a curve to the left having a radius of 155.00 feet, a chird bearing of South 85 degrees 23 minutes 13 seconds East and 4 chord distance of .98.56 feet; thence along said curve an art distance of 100.30 feet to the end of said curve to a one-half inch rebar set; thence South 13 degrees 55 minutes 29 seconds East a distance of 45.54 feet to a one-half inch rebar set: thence south 39 degrees 00 minutes 00 seconds West a distance of 173.29 feet to a one-half inch rebar set; thence South 23 degrees 09 minutes 03 seconds West a distance of 133.30 feet to a one-half inch rebar set being the TRUE PCINT OF BEGINNING.

ाम वाधिकरा

医运动性 计划时间语言符合 耳卷原等点 计

All that trace or parent of the legion initially before that the teach tot last and the last total form. The closest trace are continued to a closest are continued to a closest parent contacts are continued to a cont

The second control of the second control of

#### **EXHIBIT C**

#### RATIFICATIONS AND CONFIRMATIONS

Hazardous Material, Guaranty and Indemnification Agreement dated February 1, 1992 from William A. Alter to Chemical Bank pertaining to the mortgages described on Exhibit A-1 above.

Guaranty of Payment and Performance dated November 1, 1985 executed by William A. Alter in favor of Chemical Bank related to the loan secured by the mortgage described as Mortgage No. 1 on Exhibit A-1 above.

Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated November 1, 1985 executed by William A. Alter in favor of Chemical Bank and pertaining to the Addison Trust (as defined above).

Guaranty of Repayment dated August 29, 1986 executed by William A. Alter in favor of Chemical Bank related to the loan secured by the mortgage described as Mortgage No. 2 on Exhibit A-1 above.

Guaranty dated September 30, 1937 from William A. Alter in favor of Chemical Bank guaranteeing that certain Reimbursyment Agreement dated September 30, 1987 as more fully described in the First Global Amendment (as defined above).

Hazardous Material, Guaranty and Indemnification Agreement dated February 1, 1992 from Southeast Land Partnership in favor of Chemical Bank related to the real property described on Exhibit B-3 above.

Guaranty of Payment and Performance dated June 12 1930 from William A. Alter and Herbert Rothschild in favor of Chemical Bank pertaining to the loan secured by the deed to secure debt described on Exhibit A-4 above.

Guaranty of Performance dated June 12, 1990 executed by William A. Alter and Herbert Rothschild in favor of Chemical Bank securing Borrower's obligations under the loan secured by the deed to secure debt described on Exhibit A-4 above.

Guaranty of Payment and Performance dated November 14, 1986 expected by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the mortgage described on Exhibit A-5 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the deed to secure debt described on Exhibit A-6 above.

03078752

#### CARBARAGA

#### 本本(中代成本**の)の数据**、例如、中心的中心的特别。

an edit i de padoti finación de la propia de tallingua de la tradición de la defidir de la secución de la secu La companya de la co La companya de la companya del companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya del companya de la companya de la companya de la companya del companya

is the analysis of eath of the open particles and an expension of the early the solution of the solution of the solution of the open particles and the solution of the open particles and the solution of the open particles and the open particles are the

terant de plua qui extent à todissipose ou en terminament dinne a committe de l'incompanie de distributa de la dinne de la distribution de la committe de la distribution de la distribution de la distribution de la d el verson de la distribution de la

en al la company de la company

and programmed the second of the control of the second of

onterior de la graphale, foi de la compansión de la compansión de la compansión de la graphale de la graphale La proprior de la graphale de la graphale de la compansión de la compansión de la graphale de la graphale de l La graphale de la graphal

e a march of the Greek was a few to the first of a state of the state of the state of the few to the control of the state of the state

Grade Color of the color of the standard of the color of

Gegenature of Proceedings for expense and of societies of early of a castillar of the Alexandrian of the Company of the Compan

32787950

Guaranty of Payment and Performance dated November 14, 1986 executed by William A. Alter in favor of Chemical Bank pertaining to obligations under a loan secured by the deed to secure debt described on Exhibit A-7 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secure debt referred to on Exhibit A-5 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secure debt referred to on Exhibit A-6 above.

Guaranty of Payment and Performance dated November 14, 1986 executed by Herbert Rothschild in favor of Chemical Bank pertaining to a loan secured by the deed to secured debt referred to on Exhibit A-7 above.

Hazardous Material, Quaranty and Indemnification Agreement dated February 1, 1992 made by Southeast Land Partnership in favor of Chemical Bank relating to the real property described on Exhibits B-5, B-6 and B-7 above.

Outrough in America, and the topology the design of the property of the America o

In the property of the state of the energy of the energy of the property of the energy of the energy

årdet græg og flag mande, også kall folkeller ent skat folkende og toller og de och kamended by omkelle. Med flagt flegter dyskeller flag med i betalle politiket, mande ble de volke i ble klade også flag klade og fo delte kamende flagsflag og i Norreldeske

(Burka Karak Buganeta), ama Bula ang malak kalang beranda ang menggunggang kang kang ang menggunggang kang kan Kang menggunggan beranda kang menggunggan beranda kang menggunggan kang menggunggan kang menggunggan di menggun Kang menggunggan beranda kang ang menggunggan kang menggunggan kang menggunggan beranda kang menggunggan kang

the second consideration of the constant of the second of