



0325934193

Doc#: 0325934193  
Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 09/16/2003 03:46 PM Pg: 1 of 14

01-02123A

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**MODIFICATION OF LOAN DOCUMENTS**

**THIS MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 11<sup>th</sup> day of August, 2003, by and among **MAIN PLACE-ORLAND PARK ASSOCIATES, L.L.C.**, a Delaware limited liability company ("Borrower"), **BELLPIC LLC**, a Delaware limited liability company ("Guarantor") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

**P E C I T A L S :**

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) as evidenced by a Promissory Note dated as of August 15, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

Source: The Insurance Corporation



This document prepared by and after recording return to:

Michael D. Rothstein, Esq.  
Schwartz, Cooper, Greenberger &  
Krauss, Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601

**Permanent Index Numbers:**

See Exhibit "A" attached hereto

**Address of Property:**

Northeast corner of 143<sup>rd</sup> and LaGrange  
Orland Park, Illinois

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B. The Loan is secured by, among other things, a Mortgage and Security Agreement with Assignment of Rents dated as of August 15, 2001 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on August 17, 2001, as Document No. 0010761252 ("Mortgage"), as modified by that certain Modification of Loan Documents dated June 30, 2003 and recorded in the Recorder's Office on July 11, 2003 as Document No. 0319241227 ("Modification"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Mortgaged Premises"), (ii) that certain Environmental Indemnity Agreement dated as of August 15, 2001 from Borrower to Lender (the "Indemnity Agreement"); and (iii) certain other loan documents (the Note, the Mortgage, the Indemnity Agreement, the Guaranty [as defined herein], the other documents evidencing and securing the Loan, in their original form and as amended from time to time and by the Modification) are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower desires to amend the Loan Documents in order to extend the Maturity Date (as defined in the Note) to August 15, 2004 and to modify the interest rate under the Note.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended from August 15, 2003 to August 15, 2004. Any reference in the Note, the Loan Agreement or any other Loan Document to the Maturity Date shall mean August 15, 2004.

2. **Interest.** The Note is hereby modified to reflect that (i) the Applicable Margin (as defined in the Note) is hereby increased to two and seven-tenths percent (2.70%) and (ii) the reference to "two and one-quarter percent (2.25%)" in subparagraph 2.1(c)(x) is hereby deleted in its entirety and replaced with "two and seven-tenths percent (2.70%)".

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

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(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

4. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Lawyers Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 01-02123A (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

5. **Reaffirmation of Guaranty.** In consideration for Lender's agreement to extend the Maturity Date and modify the Loan Documents as provided herein, Guarantor has agreed to guaranty payment of up to \$1,000,000.00 of the Loan pursuant to the terms of that certain Guaranty of Payment of even date herewith made by Guarantor in favor of Lender (the "**Guaranty**"). Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

6. **Payment of Loan Fee and Additional Loan Expenses.** Concurrently with the execution and delivery of this Agreement by Borrower, Borrower shall pay to Lender a nonrefundable loan extension fee in the amount of \$38,000.00. Furthermore, Borrower hereby agrees to pay all of Lender's reasonable attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Agreement (collectively, the "**Additional Loan Expenses**"). If the Additional Loan Expenses are not paid to Lender within five days after written demand therefor by Lender, the Additional Loan Expenses

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shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Note).

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which

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is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**LENDER:**

**LASALLE BANK NATIONAL ASSOCIATION**

By: *Julie Anne Truck*  
Name: Julie Anne Truck  
Title: FIRST VP

**BORROWER:**

**MAIN PLACE-ORLAND PARK ASSOCIATES, L.L.C., a Delaware limited liability company**

By: *Robert M. Minter*  
Name: ROBERT MINTER  
Title: MANAGER

**GUARANTOR:**

**BELLPIC LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**LENDER:**

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

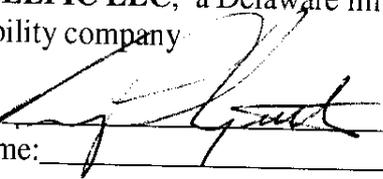
**BORROWER:**

**MAIN PLACE-ORLAND PARK ASSOCIATES, L.L.C.**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTOR:**

**BELLPIC LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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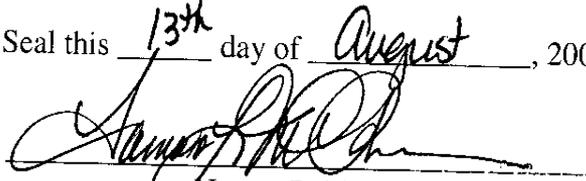


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STATE OF Colorado )  
~~ILLINOIS~~ )  
COUNTY OF Pitkin ) .ss

I Tamara McPherson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Norman Pedmutter, Manager of **BELLPIC LLC**, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of August, 2003.

  
Notary Public

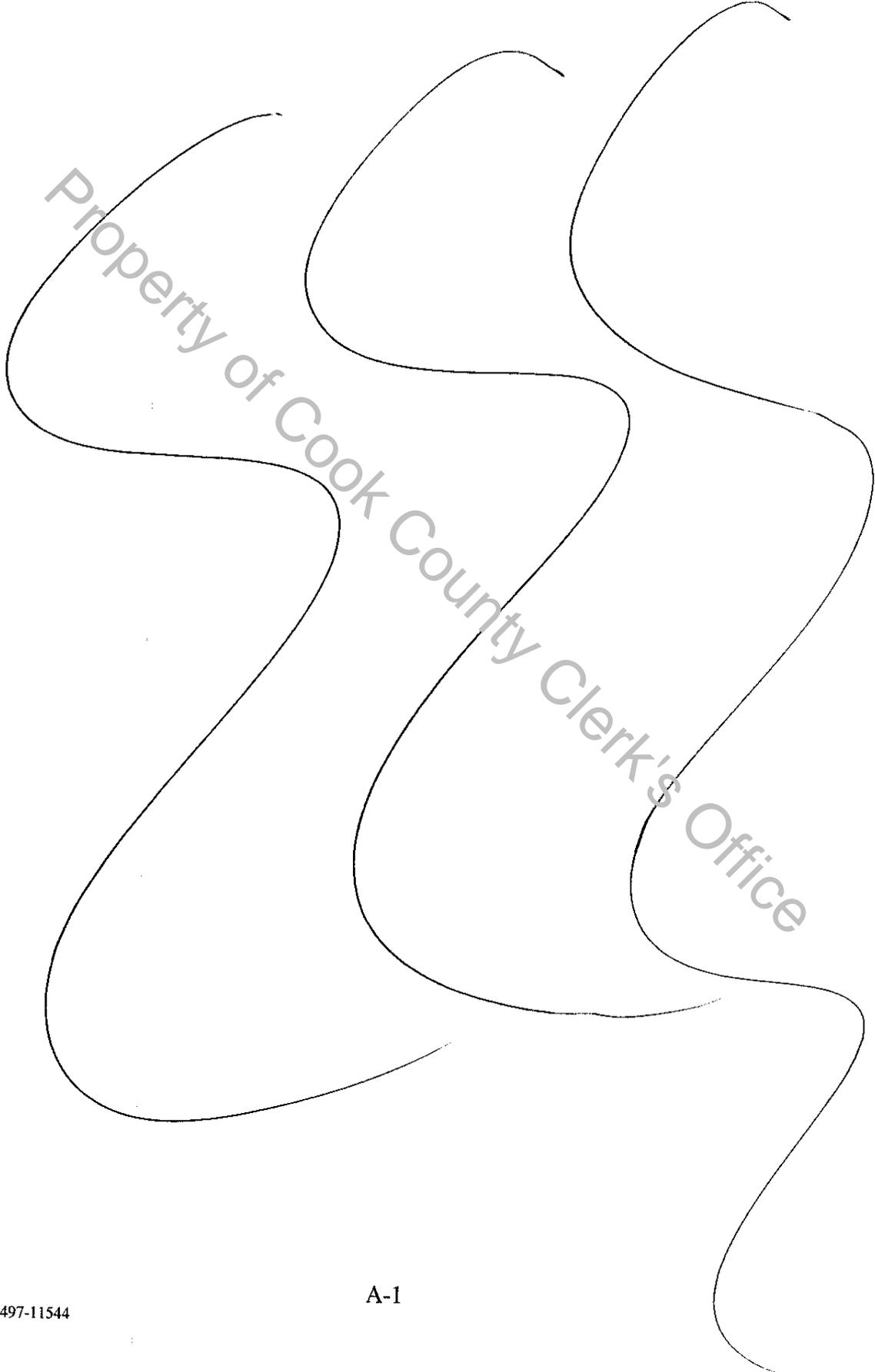
My Commission Expires: 3/29/06

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## EXHIBIT A

### MORTGAGED PREMISES



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PARCEL 1:

LOT 2 IN HERITAGE SQUARE A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 2 CONVEYED IN TRUSTEES DEED RECORDED FEBRUARY 14, 2000 AS DOCUMENT NUMBER 00107251 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID HERITAGE SQUARE SUBDIVISION; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 140.00 FEET TO A JOG IN THE NORTH LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES 14 MINUTES 5 SECONDS EAST ALONG SAID JOG IN THE NORTH LINE OF LOT 1, 10.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST PARALLEL WITH THE NORTH LINE SAID LOT 1, 140.00 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 5 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE 10 1/4 ACRES OF THE NORTH END THEREOF AND EXCEPT THAT PART LYING NORTHWESTERLY OF A LINE DRAWN 75 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE WABASH RAILROAD CO., AS THE SAME HAS RECENTLY BEEN SURVEYED ACROSS SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND EXCEPT PART CONVEYED TO DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DOC. NO. 12682972 AND EXCEPT THAT PART DEDICATED FOR ROAD BY DOC. NO. 93973837 RECORDED NOVEMBER 30, 1993 AND EXCEPT ALL THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 10 1/4 ACRES OF SAID WEST 1/2 OF SAID SOUTHWEST 1/4 AND EAST OF A LINE 542 FEET WEST OF, A DISTANCE FROM AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SAID SOUTHWEST 1/4; AND EXCEPT THAT PART THEREOF FALLING IN THE WEST 275 FEET OF THE SOUTH 275 FEET (EXCEPT THE SOUTH 50 FEET OF THE EAST 75 FEET OF THE WEST 275 FEET THEREOF) OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING DESCRIBED LAND:

THE EAST 52 FEET OF THE WEST 327 FEET OF THE SOUTH 275 FEET, EXCEPT THE SOUTH 57 FEET THEREOF, OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH,  
(Continued)

CASE NUMBER 01-02123A

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RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 325.44 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, 806.74 FEET TO THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE WABASH RAILROAD; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE WITH SAID LAST DESCRIBED PARALLEL LINE OF 48 DEGREES 01 MINUTES 20 SECONDS, FOR A DISTANCE OF 437.75 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION, (SAID STRAIGHT LINE ALSO BEING THE EAST LINE OF THE RIGHT OF WAY OF THE WABASH RAILROAD); THENCE EAST ALONG THE NORTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 514.36 FEET, MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART DEDICATED BY DOCUMENT 25906634 FOR THOMAS DRIVE), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING BETWEEN THE EASTERLY RIGHT-OF-WAY LINE OF THE NORFOLK AND WESTERN RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DOCUMENT NUMBER 5275447 AND THE WEST RIGHT-OF-WAY LINE OF THOMAS DRIVE HERETOFORE DEDICATED PER DOCUMENT NUMBER 25134048 AND LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 325.44 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3 AND NORTHERLY OF THE SOUTH LINE OF THE NORTH 10.25 ACRES OF THE SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, A PORTION OF SAID LINE ALSO BEING THE NORTH LINE OF LOT 2 IN HERITAGE SQUARE SUBDIVISION RECORDED SEPTEMBER 23, 1985 AS DOCUMENT NUMBER 86430347, SAID PARCEL OF LAND ALSO BEING DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 A DISTANCE OF 325.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 28.05 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE 8.86 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 IN HERITAGE SQUARE SUBDIVISION AND THE SOUTH LINE OF THE NORTH 10.25 ACRES OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 A DISTANCE OF 786.43 FEET; THENCE NORTH 41 DEGREES 58 MINUTES 40 SECONDS EAST ALONG THE SAID EASTERLY RIGHT-OF-WAY OF THE NORFOLK AND WESTERN RAILROAD A DISTANCE OF 11.92 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 325.44 FEET OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 A DISTANCE OF 778.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN HERITAGE SQUARE, BEING A

(Continued)

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SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT 86430347; THENCE NORTH 00 DEGREES, 14 MINUTES, 05 SECONDS EAST ALONG THE WEST LINE OF JOHN HUMPHREY DRIVE, AS HERETOFORE DEDICATED PER DOCUMENT 86430347, A DISTANCE OF 340.64 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 44 SECONDS EAST ALONG THE NORTHERLY TERMINUS OF JOHN HUMPHREY DRIVE AS HERETOFORE DEDICATED PER DOCUMENTS 86430347 AND 26407257, A DISTANCE OF 34.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3 AND THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES, 05 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 285.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, BEING THE WESTERLY LINE OF LAND DESCRIBED IN DOCUMENT 85156585, HAVING A RADIUS OF 300.00 FEET, HAVING A CHORD BEARING OF SOUTH 15 DEGREES, 53 MINUTES, 48 SECONDS EAST, 168.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES, 14 MINUTES, 05 SECONDS WEST ALONG THE SAID WESTERLY LINE OF LAND DESCRIBED IN DOCUMENT 85156585, A DISTANCE OF 124.82 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 44 SECONDS WEST ALONG THE SAID NORTHERLY TERMINUS OF JOHN HUMPHREY DRIVE, 45.57 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 00 DEGREES, 05 MINUTES, 00 SECOND WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 1294.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE, AS HERETOFORE DEDICATED PER DOCUMENT 25134048, SAID POINT BEING THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, BEING THE SAID WESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE, HAVING A RADIUS OF 360.00 FEET, HAVING A CHORD BEARING OF SOUTH 22 DEGREES, 33 MINUTES, 21 SECONDS EAST, 6.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES, 03 MINUTES, 42 SECONDS EAST ALONG THE SAID WESTERLY LINE OF THOMAS DRIVE, 189.43 FEET; THENCE SOUTH 66 DEGREES, 56 MINUTES, 18 SECONDS WEST ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN DOCUMENT 85156585, A DISTANCE OF 83.65 FEET; THENCE NORTH 00 DEGREES, 05 MINUTES, 00 SECOND EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 212.97 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 100 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 38 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, ALONG A LINE DESCRIBED IN DOCUMENT NUMBER 12682972, A DISTANCE OF 50.00 FEET FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 63

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DEGREES 16 MINUTES 28 SECONDS WEST, ALONG A LINE DESCRIBED IN SAID DOCUMENT 12682972, A DISTANCE OF 46.36 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 38 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 ALONG THE EAST LINE OF A PARCEL OF LAND DEDICATED FOR ROADWAY FOR DOCUMENT NUMBER 93973837 A DISTANCE OF 23.11 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 22 SECONDS EAST 51.08 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST PARALLEL WITH SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 178.88 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF THE WEST 275 FEET OF SAID SOUTHWEST 1/4, A DISTANCE OF 7.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 175.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A PERMANENT EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3, 4, 5 AND 6 FOR THE PURPOSES OF RETENTION SYSTEM FACILITIES, DRAINAGE, AND RUNNING AND TRANSFERRING WATER ACCUMULATING ON THE LAND, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS CREATED BY EASEMENT AGREEMENT DATED JULY 9, 2003 AND RECORDED JULY 11, 2003 AS DOCUMENT NUMBER 0319241226 BY AND BETWEEN GREAT LAKES TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2001 AND KNOWN AS TRUST NO. 01066, AND MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 327.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 327 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 50.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 22.62 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 05 SECONDS WEST 73.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 57 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 7.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 50 FEET A DISTANCE OF 71.35 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

A TEMPORARY EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3, 4, 5 AND 6 FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING, RENEWING AND REPLACING AN OFF-SITE ROADWAY IMPROVEMENT, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS CREATED BY EASEMENT AGREEMENT DATED JULY 9, 2003, AND RECORDED JULY 11, 2003, AS DOCUMENT NUMBER 0319241223, BY AND BETWEEN GREAT LAKES TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2001 AND KNOWN AS TRUST NUMBER 01066, GRANTOR, AND MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

(Continued)

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 57.00 FEET OF SAID SOUTHWEST QUARTER WITH THE EAST LINE OF THE WEST 275.00 FEET OF SAID SOUTHWEST QUARTER; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE PROPOSED NORTH RIGHT-OF-WAY LINE OF 143RD STREET: 1) SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE OF THE SOUTH 57.00 FEET, 178.88 FEET; 2) THENCE NORTH 44 DEGREES 50 MINUTES 22 SECONDS WEST, 51.08 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 93973837, 40.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 22 SECONDS EAST, 18.5 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS WEST, 23.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, ARC LENGTH OF 55.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 47.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 44 SECONDS EAST, 13.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 114.34 FEET TO SAID EAST LINE OF THE WEST 275.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE, 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 275 FEET OF SAID SOUTHWEST QUARTER WITH THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 93973837; THENCE SOUTH 0 DEGREES 09 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE OF 96TH AVENUE 38.39 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 275 FEET A DISTANCE OF 7.50 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 38 SECONDS EAST PARALLEL WITH SAID EAST LINE OF 96TH AVENUE 38.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST ALONG THE SAID NORTH LINE OF THE SOUTH 275 FEET A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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27-03-301-031

27-03-300-006