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## NINTH MODIFICATION AGREEMENT

THIS NINTH MODIFICATION AGREEMENT dated as of December 1, 1994, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283 (the "Mortgagor"), THE EDGE VENTURE, an Illinois partnership (the "Beneficiary"), FCLS PULASKI PARTNERSHIP, an Illinois partnership, and DAVIDOLA VENTURE, an Illinois partnership (collectively, the "Partners"), ROBERT L. STOVALL, NORMAN O. STAVA, STEPHEN L. SCHLADER, MICHAEL M. MULLEN and DAVID P. KAHNWEILER (collectively, the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

### W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents");

- (i) Commitment Letter dated May 1, 1989, from the Bank to the Mortgagor and the Beneficiary;
- (ii) Amended and Restated Mortgage Note dated May 1, 1989 (the "Amended Note"), from the Mortgagor to the Bank in the principal amount of \$7,000,000;
- (iii) Mortgage and Security Agreement dated as of May 1, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199979;

#### Permanent Index Numbers:

12-27-300-030  
12-27-300-032  
12-27-300-033  
12-27-300-034  
12-27-300-035  
12-27-300-036  
12-27-300-044

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.  
Elizabeth P. Strand, Esq.  
Seyfarth, Shaw, Fairweather  
& Geraldson  
55 East Monroe Street  
Suite 4200  
Chicago, Illinois 60603

#### Address of Premises:

2553 North Edgington Avenue  
Franklin Park, Illinois

**BOX 333-CTI**

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(iv) Assignment of Rents and Leases dated as of May 1, 1989, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199980;

(v) Security Agreement dated as of May 1, 1989, from the Beneficiary to the Bank;

(vi) Security Agreement (Motorola Contract) dated as of May 1, 1989, from the Beneficiary to the Bank;

(vii) Irrevocable Right to Approve dated as of May 1, 1989, from the Beneficiary to the Bank;

(viii) Guaranty of Payment and Performance dated as of May 1, 1989, from the Beneficiary, the Partners and the Individual Guarantors to the Bank; and

(ix) Security Agreement (Assignment of Partnership Interest) executed on September 30, 1993 (the "Security Agreement"), by and among FCLS Pulaski Partnership, an Illinois partnership, Robert L. Stovall, Norman O. Stava, Stephen L. Schlader, Michael M. Mullen and the Bank; and

WHEREAS, the Amended Note referred to in (ii) above was created pursuant to the Third Modification (as defined below), the Security Agreement was executed pursuant to the Seventh Modification (as defined below), and all of the Documents except the Security Agreement were previously modified and amended by the Modification Agreement dated as of May 8, 1989 (the "First Modification"), by and among the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 1989, as Document No. 89253349, the Modification Agreement dated as of November 1, 1990 (the "Second Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 15, 1991, as Document No. 91023016, the Third Modification Agreement dated as of May 1, 1991 (the "Third Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 6, 1991, as Document No. 91462909, the Fourth Modification Agreement dated as of October 1, 1991 (the "Fourth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 13, 1991, as Document No. 91597306, the Fifth Modification Agreement dated as of December 31, 1991 (the "Fifth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 8, 1992, as Document No. 92315522, the Sixth Loan Modification and Extension Agreement executed on March 30, 1993 (the "Sixth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois,

04055485

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on September 30, 1993, as Document No. 93786150, the Seventh Loan Modification and Extension Agreement executed on September 30, 1993 (the "Seventh Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 30, 1993, as Document No. 93786151, and the Eighth Modification Agreement dated as of June 15, 1994 (the "Eighth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 16, 1994, as Document No. 94811052 (the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification, the Sixth Modification, the Seventh Modification and the Eighth Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, a portion of the real estate originally encumbered by the Documents has been released by the Bank pursuant to the Partial Release dated March 13, 1992 (the "Partial Release"), from the Bank to the Mortgagor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 92315521, and

WHEREAS, the Documents, as created and/or modified and amended by the Previous Modifications and the Partial Release, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously created and/or modified and amended by the Previous Modifications and the Partial Release, as more fully provided for herein;

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

Section 1. Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications and the Partial Release, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity. The maturity date of the loan evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby extended from August 1, 1994, to January 31, 1995, and all of the Documents are hereby modified and amended accordingly. Without

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limitation on the generality of the foregoing, the date "August 1, 1994" is hereby changed to "January 31, 1995" each time such date appears in the Documents, as modified and amended by the Previous Modifications and the Partial Release.

Section 3. Mortgage to Secure Additional Note. Robert L. Stovall, the Mortgagor, the Beneficiary have executed and delivered to the Bank their Secured Note of even date herewith (the "Additional Note"), in the principal amount of \$683,532. The loan that is evidenced by the Additional Note shall be secured by the Mortgage on a parity and equality of rank with the Loan. The Mortgage is hereby modified and amended to the extent necessary to provide for such security. Any and all amounts recovered through the exercise of remedies under the Mortgage, which under the terms of the Mortgage are to be applied to the principal, interest or other amounts due under the Amended Note and the Additional Note shall be applied first to principal, interest and other amounts due under the Amended Note and next to principal, interest and other amounts due under the Additional Note. The Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 3. Without limitation on the generality of the foregoing provisions of this Section 3 --

(a) In Section 1.1 of the Mortgage, the definition of "Note" shall be deemed to include reference to both the Amended Note and the Additional Note, as the same may have heretofore been or may hereafter be modified, amended, renewed or extended.

(b) Section 2.1 of the Mortgage is hereby modified and amended by adding the following paragraph at the end of such Section:

This Mortgage shall also secure that certain Secured Note dated December 1, 1994, from Robert L. Stovall, the Mortgagor and the Beneficiary to the Mortgagee, in the principal amount of \$683,532, which Secured Note is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein. Such Secured Note bears interest at a variable rate of 1% per annum in addition to the Mortgagee's Prime Rate (as defined above) from time to time in effect while such Secured Note is outstanding. Interest is payable on such Secured Note in arrears on the first day of each month commencing January 1, 1995, and all of the principal of and accrued and unpaid interest on such Secured Note shall be due and payable on January 31, 1995.

Section 4. Individual Guarantor Financial Statements. The Individual Guarantors certify, represent and warrant to the Bank that (i) the financial statements of each of the Individual

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Guarantors delivered to the Bank dated April 30, 1994 (or in the case of David R. Kahnweiler, dated February 28, 1994), are true and correct in all material respects and truly and accurately reflect the financial condition of the parties to which they relate as of the dates thereof, and (ii) since the dates of such financial statements, there has been no material adverse change in the financial condition or in the assets or liabilities of any of the Individual Guarantors. The Individual Guarantors hereby acknowledge that the Bank has relied upon the financial statements described above in extending the maturity date of the Loan as provided in this Agreement. The Individual Guarantors shall immediately notify the Bank in the event of any material adverse change in the financial condition or the assets or liabilities of any of the Individual Guarantors.

Section 5. Attachment to Amended Note. The Bank may, and prior to any transfer by it of the Amended Note shall, attach a copy of this Agreement to the original Amended Note and place an endorsement on the Amended Note making reference to the fact that such attachment has been made.

Section 6. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and the Partial Release and as expressly modified and amended herein. The Mortgagor, the Beneficiary, the Partners and the Individual Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended by this Agreement.

Section 7. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary,

04055485



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the Partners and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 8. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 9. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 12. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The parties to this Agreement, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in

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the construction and interpretation of this Agreement.

Section 13. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 15. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., as successor to LaSalle National Bank, in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., as successor to LaSalle National Bank, on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, as Trustee as aforesaid and not personally

By *Chas. J. Collins*  
Title: SENIOR VICE PRESIDENT

(SEAL)

Attest:

*Nancy A. Slack*  
Title: \_\_\_\_\_

THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois partnership, Partner

By *Robert L. Stovall*  
Robert L. Stovall, Duly Authorized Partner

By Davidola Venture, an Illinois partnership, Partner

By *David R. Kahnweiler*  
David R. Kahnweiler, Duly Authorized Partner

FCLS PULASKI PARTNERSHIP, an Illinois partnership

By *Robert L. Stovall*  
Robert L. Stovall, Duly Authorized Partner

DAVIDOLA VENTURE, an Illinois partnership

By *David R. Kahnweiler*  
David R. Kahnweiler, Duly Authorized Partner

*Robert L. Stovall*  
Robert L. Stovall

Norman O. Stava

04055485

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, as Trustee  
as aforesaid and not personally

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

(SEAL)

Attest:

\_\_\_\_\_  
Title:

THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois  
partnership, Partner

By [Signature]  
Robert L. Stovall, Duly Authorized  
Partner

By Davidola Venture, an Illinois  
partnership, Partner

By [Signature]  
David R. Kahnweiler, Duly Authorized  
Partner

FCLS PULASKI PARTNERSHIP, an Illinois  
partnership

By [Signature]  
Robert L. Stovall, Duly Authorized  
Partner

DAVIDOLA VENTURE, an Illinois partnership

By [Signature]  
David R. Kahnweiler, Duly Authorized  
Partner

[Signature]  
Robert L. Stovall

[Signature]  
Norman O. Stava

04055485

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*[Signature]*  
Stephen L. Schlader

*[Signature]*  
Michael M. Mullen

*[Signature]*  
David R. Kahnweiler

THE NORTHERN TRUST COMPANY

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

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\_\_\_\_\_  
Stephen L. Schlader

\_\_\_\_\_  
Michael M. Mullen

\_\_\_\_\_  
David R. Kahnweiler

THE NORTHERN TRUST COMPANY

By \_\_\_\_\_

Title: \_\_\_\_\_

*VP*

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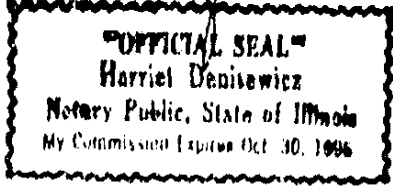
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 16  
day of December, 1994, by Harriette Collins and  
LESLIE A. STACK and \_\_\_\_\_  
respectively, of LaSalle National Trust, N.A., a national banking  
association, successor Trustee to LaSalle National Bank, Trustee under  
a Trust Agreement dated April 4, 1989, and known as Trust No. 114283,  
on behalf of said Trustee.

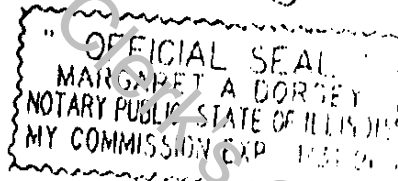
Harriette Collins  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

15th The foregoing instrument was acknowledged before me this  
day of December, 1994, by Robert L. Stovall, duly authorized  
partner of FCLS Pulaski Partnership, an Illinois partnership, a  
partner of The Edge Venture, an Illinois partnership, on behalf of  
said partnerships.

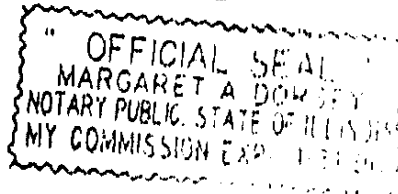
Margaret A. Dorsey  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

15th The foregoing instrument was acknowledged before me this  
day of December, 1994, by David R. Kahnweiler, duly authorized  
partner of Davidola Venture, an Illinois partnership, a partner of The  
Edge Venture, an Illinois partnership, on behalf of said partnerships.

Margaret A. Dorsey  
Notary Public



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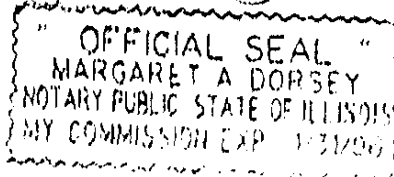
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STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

10th The foregoing instrument was acknowledged before me this  
day of December, 1994, by Robert L. Stovall, Norman O. Stava,  
Stephen L. Schlader, Michael M. Mullen, and David R. Kahnweiler.

Margaret A. Dorsey  
Notary Public

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )



The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of December, 1994, by \_\_\_\_\_,  
\_\_\_\_\_ of The Northern Trust Company, an Illinois  
banking corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of December, 1994, by Robert L. Stovall, Norman O. Stava,  
Stephen L. Schlader, Michael M. Mullen, and David R. Kahnweiler.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

The foregoing instrument was acknowledged before me this  
16<sup>th</sup> day of December, 1994, by LAWRENCE HERS  
VICG President of The Northern Trust Company, an Illinois  
banking corporation, on behalf of the corporation.

*Jan M. [Signature]*

\_\_\_\_\_  
Notary Public



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## EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT 660.40 FEET EAST OF THE WEST LINE AND 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 660.40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 394.00 FEET TO A POINT WHICH IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, TO A POINT 154.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHEASTERLY 270.35 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID POINT BEING 300 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF GRAND AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID GRAND AVENUE TO ITS INTERSECTION WITH A LINE 605.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 625.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT 160.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE WEST ALONG A LINE 360.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT 54.00 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 54 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT IN A LINE 445.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 445.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 605.90 FEET; THENCE SOUTH ALONG A LINE 659.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET TO A POINT 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 444.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING;

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EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 00 MINUTES, 20 SECONDS WEST ALONG A LINE 625.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1583.46 FEET TO A POINT ON THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES, 24 MINUTES, 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE, A DISTANCE OF 630.53 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1175.03 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 3.62 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 20 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 AND 449 FEET WEST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS ALONG THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 244.11 FEET TO A POINT IN THE WEST LINE OF THE EAST 625.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.44 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST A DISTANCE OF 103.32 FEET; THENCE NORTH 33 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 174.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 274.94 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING;

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ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: :

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 WITH A LINE 54.00 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 373.00 FEET TO A POINT IN THE WEST LINE OF A RAILROAD SPUR TRACT EASEMENT (22 FEET IN WIDTH) AS DESCRIBED IN DOCUMENT NO. 27127391; THENCE SOUTH AND SOUTHEASTERLY ALONG THE WESTEFLY LINE OF SAID RAILROAD EASEMENT THE FOLLOWING DESCRIBED COURSES:

SOUTH 00 DEGREES, 10 MINUTES, 30 SECONDS A DISTANCE OF 8.82 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 296.95 FEET, AN ARC LENGTH OF 189.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 36 DEGREES, 45 MINUTES, 05 SECONDS EAST A DISTANCE OF 113.69 FEET; THENCE SOUTH 33 DEGREES, 10 MINUTES, 30 SECONDS EAST A DISTANCE OF 32.37 FEET; THENCE SOUTH 40 DEGREES, 19 MINUTES, 40 SECONDS EAST A DISTANCE OF 104.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 977.54 FEET, AN ARC LENGTH OF 94.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45 DEGREES, 50 MINUTES, 13 SECONDS EAST A DISTANCE OF 64.08 FEET TO THE POINT OF INTERSECTION WITH A CURVED LINE, SAID CURVED LINE BEING THE SOUTHERLY LINE OF A RAILROAD SPUR TRACT EASEMENT (22 FEET IN WIDTH) AS DESCRIBED IN DOCUMENT NO. 25396246; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE LAST DESCRIBED EASEMENT, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 321.74 FEET, A CHORD LENGTH OF 126.16 FEET BEARING NORTH 78 DEGREES, 27 MINUTES, 16 SECONDS WEST, AN ARC LENGTH OF 126.93 FEET TO POINT 660.40 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 660.40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 3.30 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 659.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 60.590 FEET; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 54 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 513.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: :

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BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 50.0 FEET OF SAID 1/4 SECTION WHICH IS 660.4 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH 0 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, A DISTANCE OF 369.39 FEET TO A POINT IN A CURVED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 159.56 FEET, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 293.16 FEET, A CHORD BEARING OF 75 DEGREES, 31 MINUTES, 45 SECONDS EAST AND A CHORD DISTANCE OF 157.59 FEET; THENCE SOUTH 30 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 3.37 FEET TO A POINT IN A CURVED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 71.29 FEET, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 299.74 FEET, A CHORD BEARING OF SOUTH 52 DEGREES, 39 MINUTES, 22 SECONDS EAST AND A CHORD DISTANCE OF 71.13 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 141.81 FEET, HAVING A RADIUS OF 389.10 FEET, CONVEX TO THE NORTHEAST, A CHORD BEARING OF SOUTH 35 DEGREES, 23 MINUTES, 48 SECONDS EAST AND A CHORD DISTANCE OF 141.03 TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES, 57 MINUTES, 20 SECONDS EAST, A DISTANCE OF 188.41 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 50.0 FEET OF SAID 1/4 SECTION; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 50.0 FEET OF SAID 1/4 SECTION A DISTANCE OF 367.48 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHICH LAND IS ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF A 18 FOOT WIDE SPUR TRACK EASEMENT AS DESCRIBED IN DOCUMENT 25396246, SAID POINT BEING 419.39 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION AND 660.40 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE WHICH IS THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 159.56 FEET, CONVEX TO THE NORTHEAST, A RADIUS OF 293.16 FEET, A CHORD BEARING OF SOUTH 75 DEGREES, 31 MINUTES, 45 SECONDS EAST AND A CHORD DISTANCE OF 157.59 FEET; THENCE SOUTH 30 DEGREES, 32 MINUTES, 08 SECONDS WEST A DISTANCE OF 3.37 FEET TO A POINT IN A CURVED LINE, SAID CURVED LINE BEING THE SOUTHWESTERLY LINE OF A 22 FOOT WIDE SPUR TRACK EASEMENT AS DESCRIBED IN DOCUMENT NO. 27127391; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, WHICH IS THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 71.29 FEET, CONVEX TO THE NORTH EAST, A RADIUS OF 299.74 FEET, A CHORD BEARING OF SOUTH 52 DEGREES, 39 MINUTES, 22 SECONDS EAST AND A CHORD DISTANCE OF 71.13 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 141.81 FEET, A RADIUS OF 389.10 FEET, CONVEX TO THE NORTHEAST, A CHORD BEARING OF SOUTH 35 DEGREES, 23 MINUTES, 48 SECONDS EAST AND A CHORD DISTANCE OF 141.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES, 57 MINUTES, 20 SECONDS EAST A DISTANCE OF 188.41 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 50 FEET OF SAID 1/4 SECTION; THENCE SOUTH 89 DEGREES, 43 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 50 FEET SAID 1/4 SECTION A DISTANCE OF 133.38 FEET TO A POINT 154.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTH 22 DEGREES, 39 MINUTES, 27 SECONDS EAST A DISTANCE OF 270.35 FEET TO A POINT 50 FEET WEST OF THE EAST LINE OF THE WEST 1/2

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OF SAID SOUTH WEST 1/4 AND 30 FEET NORTH OF THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4; THENCE NORTH 0 DEGREES, 00 MINUTES, 20 SECONDS WEST A DISTANCE OF 1020.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 68.12 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 59 MINUTES WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 0 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO A POINT 625 FEET WEST OF THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 SECTION 27; THENCE SOUTH 0 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG A LINE 625 FEET WEST OF AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 32.52 FEET; THENCE SOUTH 0 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.44 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST ALONG THE NORTHEASTERLY OF SAID 22 FOOT WIDE SPUR TRACK EASEMENT, A DISTANCE OF 103.32 FEET; THENCE NORTH 33 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 174.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 274.94 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 449.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 8.68 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 22 FEET; THENCE SOUTH 0 DEGREES, 10 MINUTES, 30 SECONDS EAST ALONG THE WESTERLY LINE OF SAID 22 FOOT WIDE SPUR TRACK EASEMENT, A DISTANCE OF 8.83 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 296.94 FEET, AN ARC DISTANCE OF 189.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36 DEGREES, 45 MINUTES, 05 SECONDS EAST A DISTANCE OF 272.69 FEET; THENCE SOUTH 33 DEGREES, 10 MINUTES, 30 SECONDS EAST A DISTANCE OF 12.37 FEET; THENCE SOUTH 40 DEGREES, 19 MINUTES, 40 SECONDS EAST A DISTANCE OF 104.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 977.64 FEET, AN ARC LENGTH OF 94.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45 DEGREES, 50 MINUTES, 13 SECONDS EAST A DISTANCE OF 67.00 FEET TO THE POINT OF INTERSECTION WITH A CURVED LINE, SAID CURVED LINE BEING THE NORTHERLY LINE OF SAID 18 FOOT WIDE SPUR TRACK EASEMENT; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID 18 FOOT WIDE EASEMENT, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 311.16 FEET, A CHORD LENGTH OF 127.96 FEET, BEARING NORTH 79 DEGREES, 12 MINUTES, 07 SECONDS WEST, AN ARC LENGTH OF 128.88 FEET TO A POINT 660.4 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 437.39 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 0 DEGREES, 10 MINUTES, 30 SECONDS EAST ALONG A LINE 660.4 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

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