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Doc#: 0412640309
Eugene "Gene" Moore Fee: \$98.00
Cook County Recorder of Deeds
Date: 05/05/2004 01:47 PM Pg: 1 of 15

FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT (this "Agreement") is made this 30th day of March, 2004, effective as of January 4, 2004, by and among ST. LOUIS GOLDSTEIN FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), MICHAEL GOLDSTEIN ("Guarantor") and BUILDERS BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Lender is the owner and holder of that certain Mortgage Note (the "Original Note"), dated May 7, 2001, in the original principal amount of Two Million Six Hundred Fifty Thousand and 00/100 Dollars (\$2,650,000.00), made by Borrower to Lender; as modified and amended by that certain Modification Agreement (the "First Modification"), dated as of June 28, 2002, by and among Borrower, Guarantor and Lender, which First Modification was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 13, 2002 as document no. 0020886492; and as modified and amended by that certain Second Modification Agreement (the "Second Modification"), dated as of September 20, 2002, by and among Borrower, Guarantor and Lender, which Second Modification was recorded in the Recorder's Office on October 2, 2002 as document no. 0021080893; and as modified and amended by that certain Third Modification Agreement (the "Third Modification"), dated as of March 31, 2003, by and among Borrower, Guarantor and Lender, which Third Modification was recorded in the Recorder's Office on April 24, 2003 as document no. 00311445042 (the Original Note, as modified and amended by the First Modification, the Second Modification and the Third Modification, being herein called the "Note").

B. The Note is secured, among other things, by the following described documents (the "Security Documents"):

1. Mortgage (the "Original Mortgage"), dated as of May 7, 2001, made by Borrower in favor of Lender, recorded in the Recorder's Office on May 14, 2001 as document no. 0010403304, as modified and amended by the First Modification, the Second Modification and the Third Modification (the Original Mortgage, as modified and amended by the First Modification, the Second Modification and the Third Modification being herein called the "Mortgage"), encumbering certain real estate commonly known as 8111 N. St. Louis Avenue, Skokie, Illinois (the "Property") and more fully described in the Mortgage;

2. Second Mortgage (the "Original 8100 Mortgage"), dated as of May 7, 2001, made by First Bank and Trust Company of Illinois, not personally but solely as Trustee under Trust Agreement dated August 1, 1999 and known as Trust No. 10-2315 ("Trust No. 10-2315"), in favor of Lender, recorded in the Recorder's Office on May 29, 2001 as document no. 0010450108, as modified and amended by that certain Modification of Second Mortgage (the "8100 Mortgage Modification"), dated December 19, 2003, by and between Trust No. 10-2315 and Lender, and as modified and amended by that certain Assumption of Liability Agreement (the "8100 Assumption Agreement"), dated December 19, 2003, by and between Kolmar Goldstein Family Limited Partnership, an Illinois limited partnership, and Lender (the Original 8100 Mortgage, as modified and amended by the 8100 Mortgage Modification, and as modified

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and amended by the 8100 Assumption Agreement, being herein called the "8100 Mortgage"), encumbering certain real property commonly known as 8100 N. McCormick, Skokie, Illinois and more fully described in the 8100 Mortgage;

3. Second Mortgage (the "Original 2445 Mortgage"), dated as of October 15, 2001, made by 2445/Goldstein Family Limited Partnership, an Illinois limited partnership ("2445/Goldstein"), in favor of Lender, and recorded in the Recorder's Office on December 5, 2001 as document no. 0011143747, as modified and amended by that certain Modification of Second Mortgage (the "2445 Mortgage Modification"), dated December 19, 2003, by and between 2445/Goldstein and Lender (the "Original 2445 Mortgage, as modified and amended by the 2445 Mortgage Modification, being herein called the "2445 Mortgage"), encumbering certain real property commonly known as 2445 S. Rockwell, Chicago, Illinois and more fully described in the 2445 Mortgage;

4. Assignment of Rents and Lessor's Interest in Leases, dated May 7, 2001, made by Borrower in favor of Lender, and recorded in the Recorder's Office on May 14, 2001 as document no. 0010403305, as modified and amended by the First Modification, the Second Modification and the Third Modification;

5. Loan Agreement, dated as of May 7, 2001, by and between Borrower and Lender, as modified and amended by the First Modification, the Second Modification and the Third Modification;

6. Security Agreement, dated May 7, 2001, by and between Borrower and Lender, as modified and amended by the First Modification, the Second Modification and the Third Modification;

7. Continuing Guarantee (the "Guarantee"), dated May 7, 2001, made by Guarantor in favor of Lender;

8. Environmental Indemnity Agreement, dated May 7, 2001, by and among Borrower, Guarantor and Lender, as modified and amended by the First Modification, the Second Modification and the Third Modification;

9. UCC Financing Statement filed with the Secretary of State of Illinois; and

10. UCC Financing Statement filed with the Recorder's Office on May 18, 2001 as document no. 01UO4628.

C. The Note and the Security Documents are herein together sometimes called the "Loan Documents."

D. Borrower, Guarantor and Lender desire to modify the terms of the Loan Documents, subject to the terms and conditions set forth below.

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NOW, THEREFORE, for and 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 hereto hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Extension of Maturity Date. Notwithstanding anything to the contrary contained in the Loan Documents, the Note is hereby modified and amended to extend the Maturity Date of the Note to August 4, 2004; and the term "Maturity Date," as used in the Note, means August 4, 2004.

3. Payments.

(a) Concurrently with the execution by Borrower and Guarantor of this Agreement, and as a condition to the effectiveness of this Agreement, Borrower shall pay to Lender (a) all interest due and payable to Lender with respect to the Note as of April 4, 2004; (b) one thousand six hundred thirty-five and 00/100 dollars (\$1,635.00) of unpaid legal fees incurred by Lender with respect to the loan evidenced and secured by the Loan Documents; and (c) seventy-nine and 69/100 dollars (\$79.69) advanced by Lender to pay real estate taxes with respect to the Property.

(b) On August 1, 2004, Borrower shall pay to Lender the remaining, unpaid two fifty thousand and 00/100 dollars (\$250,000.00) of the \$350,000 payment of principal that Borrower was obligated to pay on September 30, 2003 in accordance with the terms of the Third Modification, but did not pay.

(c) (i) Borrower hereby acknowledges that Borrower has failed to pay the first installment of 2003 real estate taxes with respect to the Property, and that such first installment, together with interest and penalties thereon (said first installment, interest and penalties, together with all interest and penalties that may be hereafter payable with respect to such first installment, being herein together sometimes called the "First Installment of 2003 Taxes"), are currently due and payable.

(ii) (A) Concurrently with the execution by Borrower and Guarantor of this Agreement, and as a condition to the effectiveness of this Agreement, Borrower shall deposit with Lender twenty-five thousand and 00/100 dollars (\$25,000.00) (the "Initial Tax Deposit"), which amount shall be held and applied by Lender in accordance with the provisions of this subparagraph 3(c).

(B) On each of May 1, 2004, June 1, 2004 and July 1, 2004, Borrower shall deposit with Lender twenty-five thousand and 00/100 dollars (\$25,000.00) (together, the "Subsequent Tax Deposits"), which amounts shall be held and applied by Lender in accordance with the provisions of this subparagraph 3(c). Without limiting the generality of any other provision of this Agreement, it is understood and agreed that a failure by Borrower to deposit any of the Subsequent Tax Deposits to Lender shall be a default under this Agreement and under the Loan Documents, as modified and amended by this Agreement.

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(C) The Initial Tax Deposit and the Subsequent Tax Deposits are herein together sometimes called the "Tax Deposit".

(D) The Tax Deposit shall be held by Lender not in trust and not as agent of Borrower, and may be commingled with other funds held by Lender. No interest shall be payable to Borrower with respect to the Tax Deposit. The Tax Deposit will not release Borrower from any obligation to make timely payments of any other payments due and payable under the terms of this Agreement or the Loan Documents, as modified and amended by this Agreement, including interest or, as permitted, principal, due and payable under the Note, as modified and amended by this Agreement, but will be held by Lender during the term of the Note, as modified and amended by this Agreement, to pay the Taxes, and to more fully protect the security of the Note, as modified and amended by this Agreement, and to provide security to Lender for the payment of the First Installment of 2003 Taxes. Upon the occurrence of an Event of Default under the Note, as modified and amended by this Agreement, or under any of the Security Documents, as modified and amended by this Agreement, Lender may apply the balance of the Tax Deposit towards the payment of any amount due and payable under the Note, as modified and amended by this Agreement, or under the Security Documents, as modified and amended by this Agreement, in whatever order Lender deems necessary, in its sole and absolute discretion.

(c) Upon satisfaction of the following conditions, all default interest and late charges accrued before the date of this Agreement with respect to the Note shall be waived by Lender:

(i) the execution of this Agreement by all of the parties hereto, and the recordation of this Agreement in the Recorder's Office; and

(ii) payment in full of all sums due and payable to Lender in accordance with subparagraphs 3(a), 3(b) and 3(c) of this Agreement on or before the respective dates that such sums are required to be paid.

4. Current Financial Statements. Concurrently with the execution by Borrower and Guarantor of this Agreement, and as a condition to the effectiveness of this Agreement, Borrower and Guarantor shall deliver a current financial statement to Lender with respect to each of Borrower and Guarantor.

5. Reaffirmation of Guaranty. Concurrently with the execution by Borrower and Guarantor of this Agreement, and as a condition to the effectiveness of this Agreement, Guarantor shall execute and deliver to Lender that certain Reaffirmation of Continuing Guaranty, dated of even date with this Agreement, reaffirming the obligations of Guarantor under the Guaranty.

6. Endorsement. Concurrently with the execution by Borrower and Guarantor of this Agreement, and as a condition to the effectiveness of this Agreement, Borrower shall deliver to Lender an endorsement (the "Endorsement") to title insurance policy no. 2000 000467003 STO (the "Policy"), dated May 14, 2001, issued by Tigor Title Insurance Company ("Tigor") to Lender with respect to the Mortgage, (a) re-dating the date of the Policy to the date of recording

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of this Modification in the Recorder's Office; (b) insuring Lender as the insured mortgagee under the Mortgage, as modified and amended by this Agreement; (c) deleting item 1 on Schedule B of the Policy; (d) adding to Schedule B of the Policy an exception for real estate taxes not yet due and payable; (e) adding to Schedule B of the Policy an exception for the first installment of real estate taxes for 2003; and (f) deleting items 1 and 2 on Schedule B, Part II of the Policy.

7. Confirmation of Obligations.

(a) All references in the Security Documents to the Note shall be deemed to be a reference to the Note, as modified and amended by this Agreement.

(b) Borrower and Guarantor hereby confirm and reaffirm (i) all of their obligations under the Loan Documents, as modified and amended by this Agreement; (ii) that the Security Documents, as modified and amended by this Agreement, secure the Note, as modified and amended by this Agreement; and (iii) that the Loan Documents, as modified and amended by this Agreement, are and shall remain in full force and effect.

8. Certifications, Representations and Warranties. In order to induce Lender to enter into this Agreement, Borrower and Guarantor hereby certify, represent and warrant to Lender that all certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to Lender 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.

9. Additional Certifications, Representations and Warranties. In addition to the certifications, representations and warranties set forth in the Loan Documents, Borrower and Guarantor hereby certify, represent and warrant to Lender as follows:

(a) Borrower has full right, power and authority to enter into and execute and deliver this Agreement and to otherwise perform and consummate the transactions contemplated by this Agreement.

(b) Guarantor is under no legal disability.

(c) This Agreement has been duly executed and delivered by Borrower and Guarantor, and constitutes the valid and legally binding obligation of Borrower and Guarantor, enforceable in accordance with its terms. The execution and delivery of this Agreement and compliance with the provisions hereof do not and will not conflict with or constitute a breach or violation of or default under any agreement or other instrument to which Borrower or Guarantor is a party, or by which Borrower or Guarantor is bound, or to which any of their properties are subject, or any existing law, administrative regulation, court order or consent decree to which Borrower or Guarantor is subject.

(d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or questioning the validity hereof, or in any way contesting the powers of Borrower or Guarantor, or in which an

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unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement.

(e) Borrower and Guarantor are in full compliance with all of the terms and conditions of this Agreement and of the Loan Documents, as modified and amended by this Agreement, and no event of default has occurred and is continuing with respect thereto, and no event has occurred and is continuing that, with the lapse of time or the giving of notice or both would constitute such an event of default; and Borrower and Guarantor do hereby release and waive any and all (i) defenses to payment of obligations under the Loan Documents, as modified and amended by this Agreement; and (ii) claims or causes of action which Borrower or Guarantor may have against Lender or its agents.

(f) Borrower and Guarantor do not now have or hold any defense to the performance of any of their obligations under the Loan Documents, as modified and amended by this Agreement, and do not have any claim against Lender which might be set off or credited against any payments due under the Loan Documents, as modified and amended by this Agreement.

(g) There are no actions at law, suits in equity or proceedings, pending or threatened, before any court, governmental agency, commission, bureau or tribunal, or any arbitration proceedings, involving Borrower or Guarantor that, if adversely determined, would materially affect the present condition, financial or otherwise, of Borrower or Guarantor.

(h) There are no pending or threatened bankruptcy or like proceedings against or involving Borrower or Guarantor under the Bankruptcy Code of the United States or any chapter thereof or any like statute, state or federal.

10. Not a Novation. Borrower, Guarantor and Lender expressly state, declare and acknowledge that this Agreement is intended only to modify Borrower's and Guarantor's continuing obligations under the Loan Documents in the manner set forth herein, and is not intended as a novation.

11. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Construction.

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

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

(c) 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.

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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.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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

LENDER:

BUILDERS BANK, an Illinois banking corporation

By: [Signature]

Its: President

BORROWER:

ST. LOUIS GOLDSTEIN FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: [Signature] G.P.

Michael Goldstein
General Partner

[Signature]

Michael Goldstein

*prepared by mail to
Builders Bank
77 W Wacker Dr #3100
Chicago IL 60601-4900
Attn: Francis Nzeribe,*

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CONSENT

The undersigned hereby consent to the foregoing Fourth Modification Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 30th day of March, 2004.

KOLMAR GOLDSTEIN FAMILY LIMITED
PARTNERSHIP, an Illinois limited partnership

By: 

Michael Goldstein
General Partner

2445 GOLDSTEIN FAMILY LIMITED
PARTNERSHIP, an Illinois limited partnership

By: 

Michael Goldstein
General Partner

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STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~)
Lake

I, MARCIA PLAZYK, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Goldstein, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as the general partner in St. Louis Goldstein Family Limited Partnership, an Illinois limited partnership ("St. Louis"), Kolmar Goldstein Family Limited Partnership, an Illinois limited partnership ("Kolmar"), and 2445 Goldstein Family Limited Partnership, an Illinois limited partnership ("2445"), appeared before me in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of St. Louis, Kolmar and 2445, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of March, 2004.



Marcia A. Plazyk
Notary Public

My Commission Expires:

12/3/05

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

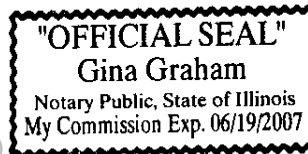
I, Gina Graham, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles B. Hall, the President of Builders Bank, an Illinois banking corporation ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Bank, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31 day of March, 2004.

Gina Graham
Notary Public

My Commission Expires:

6/19/07



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Exhibit A

Legal Description

467003

THAT PART OF THE WEST 375.0 FEET OF THE EAST 1835.0 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEET THEREOF (ALL MEASURED ALONG THE DIVISIONAL LINES OF SAID QUARTER SECTION) AND LYING SOUTH OF A LINE DRAWN FROM A POINT 206.65 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 206.37 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT;

ALSO THAT PART OF THE WEST 20.0 FEET OF THE EAST 1855.0 FEET OF THE AFORESAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, AFORESAID, LYING NORTH OF THE SOUTH 810.48 FEET THEREOF (AS MEASURED ALONG THE DIVISIONAL LINES OF SAID QUARTER SECTION) AND LYING SOUTH OF A LINE DRAWN FROM A POINT 193.37 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 193.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID PARCEL OF LAND;

ALSO THAT PART OF THE WEST 800 FEET OF THE EAST 1460 FEET, AS MEASURED ALONG THE SECTION DIVISION LINES, OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, AFORESAID, LYING NORTH OF THE SOUTH 810.48 FEET AND SOUTH OF THE NORTH 275.0 FEET THEREOF, AS MEASURED ALONG THE SECTIONAL DIVISION LINES, AND WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID TRACT 668.54 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SOUTH LINE, TO A POINT ON THE NORTH LINE OF SAID TRACT 675.56 FEET WEST OF THE NORTHEAST CORNER, AS MEASURED ON THE NORTH LINE, OF SAID TRACT, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-23-406-020; 10-23-406-032

Address of the Property: 8111 N. St. Louis Avenue, Skokie, Illinois

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Exhibit B

8100 Legal Description

PARCEL 1:

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 660 FEET WEST OF THE EAST SECTION LINE OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 400 FEET; THENCE SOUTH PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 275 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 900 FEET TO A POINT 660 FEET WEST OF THE EAST SECTION LINE OF SAID SECTION AND 275 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING EXCEPT THE NORTH 33 FEET THEREOF DEDICATED FOR CLEVELAND AVENUE BY PLAT OR DEDICATION RECORDED JUNE 27, 1967, AS DOCUMENT NUMBER 20 179 647, ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, IN THE DEED RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86494246, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET OF THE EAST 1,310 FEET OF THE NORTH 750.48 FEET OF THE SOUTH 790.48 FEET AS MEASURED ALONG SECTIONAL DIVISION LINES, AND THE WEST 79.18 FEET OF THE EAST 1,089.18 FEET OF THE NORTH 20 FEET OF THE SOUTH 810.48 FEET AS MEASURED ALONG SECTIONAL DIVISION LINES, ALL IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A STRIP OF PARCEL OF LAND 20 FEET IN WIDTH IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT 270 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 295 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE NORTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 170 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION 156.27 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 350.26 FEET, 532.89 FEET TO A POINT; THENCE EASTERLY ALONG A STRAIGHT LINE TANGENT AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION 919.10 FEET; EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE 1,310 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(SEE ATTACHED)

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EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, DATA TRANSMISSION, AND USES REASONABLY INCIDENTAL THERETO, FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 5 AS CREATED BY EASEMENT AGREEMENT MADE BY U. S. ROBOTICS, INC., A DELAWARE CORPORATION, AND LA SALLE NATIONAL TRUST N. A., A NATIONAL BANKING ASSOCIATION, AS TRUSTEES UNDER TRUST AGREEMENT DATED AUGUST 1, 1986, AND KNOWN AS TRUST NUMBER 111405, AND RECORDED MAY 6, 1993 AS DOCUMENT 93341951, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1,310 FEET, 810.48 FEET NORTH, BOTH AS MEASURED ALONG SECTIONAL DIVISION LINES, OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 23, THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 1,310 FEET, 32 FEET, THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 23, AND FORMING AN ANGLE OF 88 DEGREES 25 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 18.42 FEET TO A POINT OF CURVE, THENCE NORTHERLY ALONG A CURVED LINE CONCAVE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 65 FEET, AN ARC LENGTH OF 7.47 FEET TO THE NORTH LINE OF THE SOUTH 810.48 FEET OF SAID SOUTHEAST 1/4 OF SECTION 23, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 810.48 FEET, 75.30 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS BY VEHICLES AND PEDESTRIANS AND FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF UNDERGROUND UTILITY AND DATA TRANSMISSION LINES AND OTHER FACILITIES AND IMPROVEMENTS INCIDENTAL THERETO, FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4 AS CREATED BY RESERVATION OF EASEMENT RECORDED JULY 13, 1998, AS DOCUMENT 98 601 874 OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 18.50 FEET OF THE EAST 37.00 FEET OF THAT PART OF THE WEST 800.00 FEET OF THE EAST 1460.00 FEET AS MEASURED ALONG THE SECTION DIVISION LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEET AND SOUTH OF THE NORTH 275.00 FEET THEREOF AS MEASURED ALONG THE SECTIONAL DIVISION LINES, AND WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID TRACT 668.54 FEET WEST OF THE NORTHEAST CORNER, AS MEASURED ON SAID TRACT 675.56 FEET WEST OF THE NORTHEAST CORNER, AS MEASURED ON THE NORTH LINE OF SAID TRACT;

ALSO, THAT PART OF THE EAST 18.50 FEET OF THE EAST 37.00 FEET OF THAT PART OF THE WEST 800.00 FEET OF THE EAST 1460.00 FEET AS MEASURED ALONG THE SECTION DIVISION LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEET AND SOUTH OF THE SOUTH 828.98 FEET THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION ON THE NORTH LINE OF THE SOUTH 810.48 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 WITH THE EAST LINE OF THE ABOVE DESCRIBED TRACT, SAID POINT OF BEGINNING BEING 687.04 FEET WEST OF THE EAST LINE OF THE WEST

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800.00 FEET OF THE EAST 1460.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT A DISTANCE OF 18.50 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A DIRECT STRAIGHT LINE TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 WITH THE EAST LINE OF THE EAST 18.50 FEET OF THE EAST 37.00 FEET AFORESAID; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-23-406-005-000

10-23-406-027-000

10-23-406-035-000

10-23-406-036-000

10-23-406-037-000

Address of the Property: 8100 North McCormick, Skokie, Illinois

ST. Louis Goldstein

Loan # 6283926001

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Exhibit C

2445 Legal Description

ALL OF BLOCK 10 OF S. J. WALKER'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-25-214-001-0000
16-25-214-002-0000
16-25-214-003-0000

Address of the Property: 2445 South Rockwell, Chicago, Illinois

Property of Cook County Clerk's Office

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