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PPM Loan No. 0305602

Doc#: 0420403076
Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 07/22/2004 01:50 PM Pg: 1 of 15

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Schwartz, Cooper, Greenberger & Krauss, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Sharon Zaban Letchinger



FIRST MODIFICATION AGREEMENT

16th THIS FIRST MODIFICATION AGREEMENT (this "Agreement") is made as of the 16th day of July, 2004, by and among MLRP 1000 VETERANS LLC, a Delaware limited liability company ("Veterans"), MLRP CROSSROADS LLC, a Delaware limited liability company ("Crossroads"), MLRP MESSENGER LLC, a Delaware limited liability company ("Messenger" and, collectively with Veterans and Crossroads, "Borrowers") and JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrowers in the original principal amount of Twenty-Three Million Seven Hundred Thousand and 00/100 Dollars (\$23,700,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of November 12, 2003 between Borrowers and Lender ("Loan Agreement"), and as evidenced by a Promissory Note dated as of November 12, 2003 in the principal amount of the Loan made payable by Borrowers to the order of Lender ("Note").

B. The Loan is secured by (i) a certain Mortgage, Security Agreement and Financing Statement dated as of November 12, 2003 from Veterans to Lender recorded with the Will County, Illinois Recorder ("Will County Recorder") on November 17, 2003 as Document No. R2003285351 ("Veterans Mortgage"), which Veterans Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A-1" hereto ("Veterans Property"); (ii) a certain Mortgage, Security Agreement and Financing Statement dated as of November 12, 2003 from Crossroads to Lender recorded with the Will County Recorder on November 17, 2003 as Document No. R2003285348 ("Crossroads Mortgage"), which Crossroads Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A-2" hereto ("Crossroads Property"); and (iii) a certain Mortgage, Security Agreement and Financing Statement dated as of November 12, 2003 from Messenger to Lender recorded with the Cook County, Illinois Recorder ("Cook County Recorder") on November 17, 2003 as Document No. 0332144141 ("Messenger Mortgage" and, collectively with the Veterans Mortgage and the Crossroads Mortgage, "Mortgages"), which Messenger Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A-3" hereto ("Messenger Property" and, collectively with the Veterans Property and the Crossroads Property, "Property").

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C. The Loan is further secured by (i) a certain Assignment of Leases and Rents dated as of November 12, 2003, from Veterans to Lender and recorded with the Will County Recorder on November 17, 2003 as Document No. R2003285352 ("Veterans Assignment of Leases"); (ii) (i) a certain Assignment of Leases and Rents dated as of November 12, 2003, from Crossroads to Lender and recorded with the Will County Recorder on November 17, 2003 as Document No. R2003285349 ("Crossroads Assignment of Leases"); (iii) a certain Assignment of Leases and Rents dated as of November 12, 2003, from Messenger to Lender and recorded with the Cook County Recorder on November 17, 2003 as Document No. 0332144142 ("Messenger Assignment of Leases" and, collectively with the Veterans Assignment of Leases and the Crossroads Assignment of Leases, "Assignments of Leases"); (iv) that certain Environmental Indemnity Agreement dated as of November 12, 2003 from Borrowers and ML Realty Partners LLC, a Delaware limited liability company ("Indemnitor") to Lender (the "Environmental Indemnity Agreement"); (v) that certain Indemnification Agreement dated as of November 12, 2003 from Indemnitor to Lender (the "Indemnification Agreement") and (vi) certain other loan documents (the Note, the Mortgages, the Assignments of Leases, the Environmental Indemnity Agreement, the Indemnification Agreement and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. Concurrently herewith, Lender is making a loan ("Portfolio II Loan") to MLRP Sergo LLC, a Delaware limited liability company ("Sergo"), MLRP 201 Oakton LLC, a Delaware limited liability company ("Oakton") and MLRP Terminal 1 LLC, a Delaware limited liability company ("Terminal" and, collectively with Sergo and Oakton, "Portfolio II Borrowers") in the principal amount of Seventeen Million and 001/00 Dollars (\$17,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated of even date herewith between Portfolio II Borrowers and Lender ("Portfolio II Loan Agreement"), and as evidenced by a Promissory Note dated of even date herewith in the principal amount of the Portfolio II Loan made payable by Portfolio II Borrowers to the order of Lender ("Portfolio II Note").

E. The Portfolio II Loan is secured by (i) a Mortgage, Security Agreement and Financing Statement dated of even date herewith from Sergo to Lender ("Sergo Mortgage"), which Sergo Mortgage will be recorded with the Cook County Recorder concurrently herewith and will encumber the real property and all improvements thereon legally described on Exhibit "A" thereto ("Sergo Property"); (ii) a Mortgage, Security Agreement and Financing Statement dated of even date herewith from Oakton to Lender ("Oakton Mortgage"), which Oakton Mortgage will be recorded with the Cook County Recorder concurrently herewith and will encumber the real property and all improvements thereon legally described on Exhibit "A" thereto ("Oakton Property"); (iii) a Mortgage, Security Agreement and Financing Statement dated of even date herewith from Terminal to Lender ("Terminal Mortgage" and, collectively with the Sergo Mortgage and the Oakton Mortgage, "Portfolio II Mortgages"), which Terminal Mortgage will be recorded with the Cook County Recorder concurrently herewith and will encumber the real property and all improvements thereon legally described on Exhibit "A" thereto ("Terminal Property" and, collectively with the Sergo Property and the Oakton Property, "Portfolio II Property"); (iv) a certain Assignment of Leases and Rents dated of even date herewith from Sergo to Lender ("Sergo Assignment of Leases"), which Sergo Assignment of Leases will be recorded with the Cook County Recorder concurrently herewith; (v) a certain Assignment of Leases and Rents dated of even date herewith from Oakton to Lender ("Oakton

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Assignment of Leases”), which Oakton Assignment of Leases will be recorded with the Cook County Recorder concurrently herewith; (vi) a certain Assignment of Leases and Rents dated of even date herewith from Terminal to Lender (“Terminal Assignment of Leases” and, collectively with the Sergio Assignment of Leases and the Oakton Assignment of Leases, “Portfolio II Assignments of Leases”), which Terminal Assignment of Leases will be recorded with the Cook County Recorder concurrently herewith; (vii) that certain Environmental Indemnity Agreement dated of even date herewith from Portfolio II Borrowers and Indemnitor to Lender (the “Portfolio II Environmental Indemnity Agreement”); (viii) that certain Indemnification Agreement dated of even date herewith from Indemnitor to Lender (the “Portfolio II Indemnification Agreement”).and (ix) certain other loan documents (the Portfolio II Note, the Portfolio II Mortgages, the Portfolio II Assignments of Leases, the Portfolio II Environmental Indemnity Agreement, the Portfolio II Indemnification Agreement and the other documents evidencing, securing and guarantying the Portfolio II Loan, in their original form and as amended, are sometimes collectively referred to herein as the “Portfolio II Loan Documents”).

F. Borrowers have requested that Lender approve an amendment of the Loan to, among other things, (i) extend the maturity date of the Note from December 10, 2010 to August 10, 2012, and (ii) allow Borrowers to substitute properties as collateral for the Loan, and subject to the terms and conditions set forth below, including, without limitation, the cross-default and cross-collateralization of the Loan with the Portfolio II Loan, Lender is willing to do so.

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 agreement by Lender to agree to amend the Loan as set forth hereinbelow, (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. **Recitals.** The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. **Portfolio II Definitions.** The respective definitions of Portfolio II Borrowers, Portfolio II Loan, Portfolio II Loan Documents, Portfolio II Mortgages and Portfolio II Note, as set forth in the foregoing recitals, are incorporated into the defined terms set forth in Section 1 of the Loan Agreement.

3. **Maturity Date.** The “Maturity Date” set forth in the Note is hereby extended from December 10, 2010 to August 10, 2012. All references in the Loan Agreement, the Mortgages, the Assignment of Leases, the Environmental Indemnity Agreement, the Indemnification Agreement and other Loan Documents to the Maturity Date of the Note shall be deemed to refer to August 10, 2012.

4. **Substitution of Properties.** The Loan Agreement is hereby amended by adding the following as a new Section 9.3:

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“9.3 Borrowers shall have the right to substitute as collateral for the Loan (each, a “Substitution”) a property (each, a “Substitute Property”) for each of the properties comprising the Project (each, a “Substituted Property”) subject to the following conditions:

- (a) No Event of Default then exists under the Loan;
- (b) No more than seventy-five percent (75%) of the Project (based upon the Allocated Loan Amount for each portion thereof) during the term of the Loan shall be subject of a Substitution and no more than fifty percent (50%) of the Project (based upon the Allocated Loan Amount for each portion thereof) in any one year shall be subject of a Substitution;
- (c) Borrowers shall provide Lender with no less than sixty (60) days prior written notice of their request to seek a Substitution;
- (d) the Substitute Property shall (i) satisfy Lender’s then current underwriting criteria and all other requirements of Lender in making loans as set forth in this Agreement, including but not limited to, appraisals, seismic reports, engineering reports, environmental reports, title, survey, zoning, land-use requests and other due diligence issues, also including delivery of new title policies and/or endorsements to existing title policies as Lender may deem reasonably necessary; (ii) have an appraised value and Operating Cash Flow (as hereinabove defined) equal to or greater than the Substituted Property; and (iii) be of similar quality, functionality, and age of the Substituted Property, all as determined by Lender in its sole, but reasonable discretion;
- (e) Borrowers shall execute and deliver to Lender a deeds of trust or mortgage encumbering the Substitute Property together with an assignment of leases and rents, an environmental indemnity agreement and such other documents as may be required by Lender relating to the Substitute Property. The Borrowers shall also execute and deliver to Lender any new documents and/or amendments to the Loan Documents as may be necessary to fully encumber the Substitute Property as collateral for the Loan and to cross-collateralize and cross-default the documents encumbering the Substitute Property with the Loan Documents;
- (f) At the time they submit a written request to seek a Substitution, Borrowers shall pay to Lender a substitution fee in the amount of \$5,000.00 for each such request, together with all reasonable out-of-pocket costs and expenses incurred by Lender in conjunction with any proposed Substitution, including without limitation, all reasonable legal fees, title changes, accounting and appraisal fees, which fee, costs and expenses shall be non-refundable regardless of whether the request for Substitution is consummated; and
- (g) Fee simple title in the Substitute Property must be vested in one of the Borrowers or another entity whose sole member is Indemnitor.”

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5. **Early Repayment of the Loan.** The Loan Agreement is hereby amended by adding the following as a new Section 9.4:

“9.4 Notwithstanding anything contained herein or in the Note or other Loan Documents to the contrary, Borrowers shall have no right to make a full repayment of the Loan prior to the maturity date unless, in addition to paying any “Premium” required to be paid by the Borrowers (if any) pursuant to paragraph 8 of the Note, either (i) the Portfolio II Borrowers repay the entire principal balance of the Portfolio II Note, together with any “Premium” required to be paid by the Portfolio II Borrowers (if any) pursuant to paragraph 8 of the Portfolio II Note, concurrent with Borrowers’ repayment of the Note, or (ii) Borrowers pay to Lender the “Release Price” (as defined in Section 9.1(b) above) for each portion of the Project remaining as collateral for the Loan at the time of repayment. The aggregate Release Price paid by Borrowers shall be applied by Lender first to the repayment of the Loan, with the balance of funds (if any) to be paid to Lender as an exit fee, as Borrowers acknowledge the Loan was made on the basis and assumption that Lender would receive the payments of principal and interest set forth herein for the full term hereof.”

6. **Cross-Default.** The Loan Agreement, the Note, the Mortgages and the Loan Documents are each amended to provide that the occurrence of an “Event of Default” under any of the Portfolio II Loan Agreement, the Portfolio II Note, the Portfolio II Mortgages or the other Portfolio II Loan Documents shall constitute an “Event of Default” under the Loan Agreement, the Note, the Mortgages and the Loan Documents.

7. **Cross-Collateralization.** Borrower hereby grant to Lender, as additional security for the Portfolio II Loan all of the security interests granted to Lender under the Loan Agreement, the Note, the Mortgages and the other Loan Documents. Upon the occurrence of any Event of Default under the Loan, or the Portfolio II Loan, Lender shall have all of the rights and remedies available to Lender under Loan Documents and the Portfolio II Loan Documents, or otherwise available under applicable law, in one or more proceedings, whether contemporaneous, consecutive or both, as determined by Lender in its sole and absolute discretion. Lender shall have the right to determine the order in which any or all of the premises securing the Loan shall be subjected to the remedies provided herein, in the other Loan Documents and in the Portfolio II Loan Documents, or otherwise available at law or in equity. Lender shall have the right to determine the order in which any of the indebtedness evidenced by the Note and the Portfolio II Note is satisfied and the proceeds realized upon the exercise of such remedies. Borrowers and any other parties who now or at any time hereafter in the future may have a security or other interest in the Property waive any and all right to require the marshalling of assets or to require that any of the collateral be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of the rights and remedies permitted by applicable law and by the Loan Documents and Portfolio II Loan Documents.

8. **Representations and Warranties of Borrowers.** Borrowers hereby represent, covenant and warrant to Lender as follows:

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(a) The representations and warranties in each of the Loan Documents (as modified hereby) are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under any of the Loan Documents and Borrowers do 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 any of the Loan Documents.

(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 Borrowers and Indemnitor (as the case may be), enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrowers, Indemnitor 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 Borrowers.

(e) As of the date hereof, neither Borrowers nor Indemnitor have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Each Borrower is validly existing under the laws of the State of Delaware, is qualified to do business in Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under 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 each of the Borrowers. This Agreement has been duly executed and delivered on behalf of each of the Borrowers.

9. Miscellaneous.

(a) As a condition precedent to the agreements contained herein, concurrently herewith, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including without limitation, title charges, recording fees and reasonable attorney fees.

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

(c) This Agreement shall not be construed more strictly against Lender than against Borrowers or Indemnitor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Indemnitor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrowers, Indemnitor and Lender each acknowledge and waive 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,

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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.

(d) 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 Borrowers or Indemnitor nor shall privity of contract be presumed to have been established with any third party.

(e) Borrowers, Indemnitor 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 Borrowers, Indemnitor 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.

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

(g) Any references to the "Loan Agreement", the "Note", the "Mortgages", the "Assignments of Leases", the "Environmental Indemnity Agreement", the "Indemnification Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to such documents as amended hereby.

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

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

(j) Time is of the essence of each of Borrowers' and Indemnitor's obligations under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

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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:

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**

By: PPM Finance, Inc., its authorized agent

By: _____
Name: **Joseph Burke**
Title: **Managing Director, Senior Regional Director**

BORROWERS:

1000

MLRP VETERANS LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: _____
Its: **President and CEO**

MLRP CROSSROADS LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: _____
Its: **President and CEO**

MLRP MESSENGER LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: _____
Its: **President and CEO**

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 19th day of July, **2004**, before me, a notary public in and for the State and County aforesaid, personally appeared **Joseph Burke**, who acknowledged himself to be the Managing Director of PPM Finance, Inc., a corporation and authorized agent for Jackson National Life Insurance Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the authorized agent of the corporation by himself as such Managing Director.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Melissa Green
Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of PPM Finance, Inc., authorized agent of Jackson National Life Insurance Company, a Michigan corporation, 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 _____ day of _____, 2004.

 Notary Public

My Commission Expires: _____

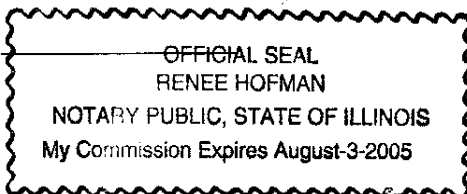
STATE OF ILLINOIS)
) .ss
 COUNTY OF DePue)

On the 5th day of July, 2004 before me, a notary public in and for the State and County aforesaid, personally appeared Michael Suedt, President of ML Realty Partners LLC, a Delaware limited liability company, the sole member of MLRP Veterans LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Renee Hofman
 Notary Public

My Commission Expires:



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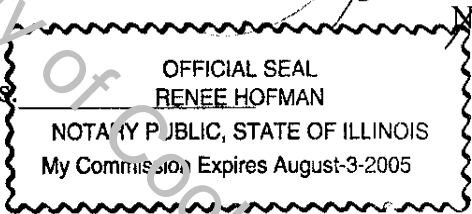
STATE OF ILLINOIS)
) .ss
COUNTY OF DePue)

On the 14th day of July, 2004 before me, a notary public in and for the State and County aforesaid, personally appeared Michael Street, Pres and CEO of ML Realty Partners LLC, a Delaware limited liability company, the sole member of MLRP Crossroads LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Renee Hofman
Notary Public

My Commission Expires:



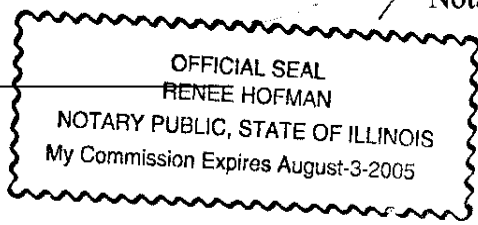
STATE OF ILLINOIS)
) .ss
COUNTY OF DePue)

On the 14th day of July, 2004 before me, a notary public in and for the State and County aforesaid, personally appeared Michael Street, Pres and CEO of ML Realty Partners LLC, a Delaware limited liability company, the sole member of MLRP Messenger LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Renee Hofman
Notary Public

My Commission Expires:



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EXHIBIT "A-1"

VETERANS PROPERTY

LOT 1 IN NAPER-CROSSING SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1997 AS DOCUMENT NO. 97-47259, IN WILL COUNTY, ILLINOIS.

Parcel Identification No.: 02-28-201-002

Property Address: Samsung Electronics America Building
1000 Veterans Parkway, Bolingbrook, IL

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EXHIBIT "A-2"

CROSSROADS PROPERTY

PARCEL 1:

LOT 1 IN CROSSROADS BUSINESS PARK RESUBDIVISION NO. 5, BEING A RESUBDIVISION OF LOT 1 IN BLOCK 1 OF CROSSROADS BUSINESS PARK, BEING A RESUBDIVISION OF PART OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID CROSSROADS BUSINESS PARK RESUBDIVISION NO. 5 RECORDED DECEMBER 10, 1997 AS DOCUMENT NO. R97-110070, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS UPON AND ACROSS SUCH DRIVEWAYS AND PUBLIC STREETS, INCLUDING JOGGING PATHS, IF ANY (FOR THE PURPOSE FOR WHICH THEY WERE CONSTRUCTED), AS FROM TIME TO TIME SHALL BE IN OR UPON THE COMMON AREA AS GRANTED BY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR CROSSROADS BUSINESS PARK PROPERTY OWNERS' ASSOCIATION RECORDED AS DOCUMENT NO. R89-68062; FIRST AMENDMENT RECORDED JUNE 7, 1999 AS DOCUMENT NO. R1999071263 AND SECOND AMENDMENT RECORDED JUNE 7, 1999 AS DOCUMENT NO. R1999071264.

Parcel Identification No.: 02-21-477-004

Property Address: Distribution 2000 Center
505 Crossroads Parkway, Bolingbrook, IL

UNOFFICIAL COPY**EXHIBIT "A-3"****MESSENGER PROPERTY****PARCEL 1:**

LOTS 1 AND 2 IN MESSENGER RESUBDIVISION OF LOT 3 IN HOWARD STREET SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1987 AS DOCUMENT 87568271, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY AGREEMENT AND GRANT OF EASEMENT FOR RAILROAD SIDE TRACK DATED JULY 20, 1979 AND RECORDED JULY 27, 1979 AS DOCUMENT 25072467, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1979 AND KNOWN AS TRUST NUMBER 101382 TO ILLINOIS TOOL WORKS, INC., A DELAWARE CORPORATION, TO USE AND ENJOY THE RAILROAD SIDE TRACK AND RELATED FACILITIES LOCATED ON THE FOLLOWING DESCRIBED LAND, TO-WIT:

A STRIP OF LAND, 19 FEET WIDE, IN PARTS OF LOT 3 (EXCEPT THE NORTH 3 ACRES THEREOF) AND LOT 6 IN GEORGE H. GEILS' SUBDIVISION OF THAT PART OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF AND THE SOUTH 14.70 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE DES PLAINES VALLEY RAILROAD, AS SHOWN ON PLAT RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 10142179, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 6 AND THE SOUTH LINE OF THE SAID NORTH 3 ACRES OF LOT 3; THENCE EASTERLY ON THE SAID SOUTH LINE, EXTENDED EAST, IN A STRAIGHT LINE, A DISTANCE OF 154.23 FEET; THENCE NORTHEASTERLY ON A CURVED LINE, CONVEXED SOUTHEASTERLY, TANGENT TO LAST DESCRIBED LINE, HAVING A RADIUS OF 292.06 FEET, A DISTANCE OF 226.35 FEET (ARC) TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (100 FEET WIDE); THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, BEING A CURVED LINE, CONVEXED SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A DISTANCE OF 39.13 FEET (ARC); THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEXED SOUTHEASTERLY, CONCENTRIC WITH THE FIRST DESCRIBED CURVED LINE, HAVING A RADIUS OF 311.06 FEET, A DISTANCE OF 205.78 FEET (ARC); THENCE WESTERLY ALONG A STRAIGHT LINE, DRAWN PARALLEL WITH FIRST DESCRIBED STRAIGHT LINE, ALSO TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 154.97 FEET TO THE WEST LINE OF SAID LOT 6 OR THE EAST LINE OF SAID LOT 3; THENCE CONTINUING WESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 106.29 FEET TO ITS INTERSECTION WITH A CURVED LINE, CONVEXED TO THE NORTHWEST, HAVING A RADIUS OF 311.06 FEET, A DISTANCE OF 109.28 FEET (ARC) TO THE POINT OF BEGINNING, SAID POINT BEING TANGENT TO THE FIRST DESCRIBED STRAIGHT LINE.

UNOFFICIAL COPY**PARCEL 3:**

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 1, 1988 AND RECORDED MAY 10, 1989 AS DOCUMENT 89209969, MADE BY AND AMONG O'HARE AIRPORT PARTNERS LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 19, 1983 AND KNOWN AS TRUST NO. 104330 AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1968 AND KNOWN AS TRUST NO. 38615, TO USE AND ENJOY RAILROAD SIDE TRACK AND RELATED FACILITIES OVER AND UPON A PARCEL OF LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 19 FEET WIDE, IN PART OF LOT 3 (EXCEPT THE NORTH 3 ACRES THEREOF) IN GEORGE H. ZEILS' SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 AND THE SOUTH 14.70 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD AS SHOWN ON PLAT RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 10142179, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 3 ACRES OF SAID LOT 3 AND THE EAST LINE OF SAID LOT 3; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 3 ACRES OF SAID LOT 3, A DISTANCE OF 345.05 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 950 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 30, AFORESAID (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 19.02 FEET; THENCE EAST PARALLEL WITH THE AFORESAID SOUTH LINE, A DISTANCE OF 238.76 FEET; THENCE NORTHEASTERLY ON A CURVED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 311.06 FEET, A DISTANCE OF 109.28 FEET (ARC) TO THE POINT OF BEGINNING.

Parcel Identification Nos.: 09-30-101-034
09-30-101-035

Property Address: Messenger Industrial Complex
100 E. Howard Avenue and 1905 S. Mt. Prospect Road
Des Plaines, IL