

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Benjamin J. Randall
Randall & Kenig LLP
455 North Cityfront Plaza Drive
Suite 3160
Chicago, Illinois 60611
(312) 822-0800
File No. 08162.00600



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Cook County Recorder of Deeds
Date: 10/07/2004 11:09 AM Pg: 1 of 18

Recorder's Box

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MODIFICATION OF LOAN DOCUMENTS

This Modification of Loan Documents (hereinafter referred to as "Agreement") is made as of the 15th day of September, 2004 by and among REALTY AMERICA GROUP (LINCOLN MALL), LP, a Texas limited partnership (hereinafter referred to as the "Mall Borrower"), REALTY AMERICA GROUP (LINCOLN WARD), LP, a Texas limited partnership (hereinafter referred to as the "Wards Borrower"), RAIM/LINCOLN ALLSTATE, LP, a Texas limited partnership (hereinafter referred to as the "Hands Borrower"), the Mall Borrower, the Wards Borrower, and the Hands Borrower are hereinafter collectively referred to as the "Borrower", Webb M. Sowden III, Jeffrey C. Berry, and Rives Elliott Castleman (hereinafter collectively referred to as the "Guarantor") and FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state commercial bank (hereinafter referred to as the "Lender").

RECITALS:

A. Mall Borrower has executed and delivered that certain promissory note (hereinafter referred to as the "Note"), dated March 13, 2003, in the original principal amount of Six Million One Hundred Thousand Dollars and No Cents (\$6,100,000.00) to Finova Capital Corporation (hereinafter referred to as "Finova").

B. The Note is further evidenced and secured by the following documents (hereinafter collectively referred to as the "Loan Documents"): (i) Mortgage, Assignment of Leases and Rents and Security Agreement, made by Mall Borrower, dated March 13, 2003, and recorded on March 14, 2003, with the Cook County Recorder as Document 0030356541 (hereinafter referred to as the "Mortgage") encumbering the real property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Mall Property"); (ii) Loan and Security Agreement, dated March 13, 2003, by and between Mall Borrower and Finova (hereinafter referred to as the "Loan Agreement"); (iii) Account Agreement (Impound Account), dated March 13, 2003, between Mall Borrower, Finova and North Dallas Bank & Trust Co. (hereinafter referred to as the "Impound Agreement"); (iv) Account Agreement (Capital Reserve Account), dated March 13, 2003, between Mall Borrower, Finova and North Dallas Bank & Trust Co. (hereinafter

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referred to as the “**Reserve Agreement**”); (v) Escrow Agreement, dated March 13, 2003, between Mall Borrower and Finova (hereinafter referred to as the “**Escrow Agreement**”); (vi) Financing Statement from Mall Borrower to Finova, filed on March 14, 2003, with the Cook County Illinois Recorder as Document Number 0030356542 (hereinafter referred to as the “**Illinois Financing Statement**”); (vii) Recourse Guaranty, dated March 13, 2003, made by Webb M. Sowden, III and Marinelle G. Sowden in favor of Finova (hereinafter referred to as the “**Sowden Guaranty**”); (viii) Recourse Guaranty, dated March 13, 2003, made by Jeffrey C. Berry and Beth R. Berry in favor of Finova (hereinafter referred to as the “**Berry Guaranty**”); (ix) Recourse Guaranty, dated March 13, 2003, made by Rives Elliott Castleman in favor of Finova (hereinafter referred to as the “**Castelman Guaranty**”); (x) an Environmental Certificate and Indemnity Agreement, dated March 13, 2003, by and between Mall Borrower and Finova (hereinafter referred to as the “**Indemnity**”); (xi) an Assignment of Contracts, Intangibles, Licences, and Permits, dated March 13, 2003, made by Mall Borrower in favor of Finova (hereinafter referred to as the “**Assignment**”); and (xii) a Financing Statement from Mall Borrower to Finova filed on March 14, 2003, with the Secretary of State of Texas as File No. 03-0020670280 (hereinafter referred to as the “**Texas Financing Statement**”).

C. Lender has purchased the Note and the Note and all the Loan Documents have been assigned to Lender by Finova as of the date hereof, and Lender has succeeded to the position of Finova under the Note and the Loan Documents.

D. Lender, Borrower and Guarantor have agreed to modify the Loan Documents pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises, terms, conditions and promises contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation.** The recitals to this Agreement are fully incorporated herein by this reference and shall have the same force and effect as though restated herein.
2. **Definitions.** All Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed to such terms in the Loan Documents.
3. **Outstanding Amount.** Borrower and Guarantor acknowledge and agree that the amount outstanding under the Note as of the date hereof is Six Million One Hundred Thousand Dollars and No Cents (\$6,100,000.00), and that there is accrued and unpaid interest due under the Note as of the day hereof in the amount of \$ 24,484.72.
4. **Additional Collateral.** As material consideration for the agreements herein contained, Wards Borrower shall concurrently herewith execute and deliver to Lender a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (hereinafter referred to as the “**Wards Mortgage**”) in a form satisfactory to Lender encumbering the real property described on **Exhibit “B”** attached hereto and by this reference incorporated herein (hereinafter referred to as

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the “**Wards Property**”) to further secure the Note and Hands Borrower shall concurrently herewith execute and deliver to Lender a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (hereinafter referred to as the “**Hands Mortgage**”) in a form reasonably satisfactory to Lender encumbering the real property described on Exhibits “C” attached hereto and by this reference incorporated herein (hereinafter referred to as the “**Hands Property**”) (the Hands Property, the Mall Property and the Wards Property are sometimes hereinafter collectively referred to as the “**Property**”).

5. **Guaranty.** As material consideration for the agreements herein contained, Guarantor shall execute and deliver to Lender a Guaranty of Payment and Performance in the form satisfactory to Lender attached hereto as **Exhibit “D”** and by this reference incorporated herein (hereinafter referred to as the “**New Guaranty**”).

6. **Modification of the Note.**

A. The Note is hereby modified by deleting the first three lines of the first full grammatical paragraph on page 3 of the Note and inserting the following in place thereof:

“Commencing on the first day of the calendar month following the month in which the initial Advance is made, and on the first day of each succeeding month thereafter until March 31, 2005 (“**Maturity Date**”) or the date the Loan is paid in”

B. The Note is hereby modified by deleting the second full grammatical paragraph on page 3 of the Note and inserting the following in place thereof:

“To provide incentives for repayment of the Loan prior to the Maturity Date, Maker and Lender agree that the actual principal amount of the Loan shall be adjusted after the Closing Date as follows based upon the following occurrences:

- (i) Provided that no Event of Default, as defined in the Loan Agreement, has occurred during the period commencing on September 15, 2004, if Maker prepays the full amount of the Loan on or before January 31, 2005, the principal amount of this Note shall be reduced by Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00) to a principal amount of Five Million Five Hundred Fifty Thousand Dollars and No Cents (\$5,550,000.00).
- (ii) If Maker does not prepay the full amount of the Loan on or before January 31, 2005, the principal amount of this Note shall be increased by One Hundred Thousand Dollars and No Cents (\$100,000.00) to a principal amount of Six Million Two Hundred Thousand Dollars and No Cents (\$6,200,000.00).

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7. **Modification of the Loan Agreement.**

A. The Loan Agreement is hereby modified by deleting paragraph 1.39 and inserting the following in place thereof:

“1.39 “Maturity Date”: March 31, 2005”

B. The Loan Agreement is hereby modified by deleting paragraph (l) of paragraph S.3 of the Schedule of Additional Terms and inserting the following in place thereof:

“1.39 “Maturity Date”: March 31, 2005”

C. The Loan Agreement is hereby modified by deleting paragraph 9.10 and inserting the following in place thereof:

“CHOICE OF LAW. THE LOAN DOCUMENTS AND THE RIGHTS OF THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND TO THE EXTENT THEY PREEMPT THE LAWS OF SUCH STATE, THE LAWS OF THE UNITED STATES”

D. The Loan Agreement is hereby modified by deleting paragraph 9.11 and inserting the following in place thereof:

“EACH OF BORROWER AND LENDER IRREVOCABLY (I) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING RELATING TO ANY LOAN DOCUMENT MAY BE BROUGHT ONLY IN THE CIRCUIT COURT OF COOK COUNTY OR IN THE NORTHERN DISTRICT OF ILLINOIS, AT LENDER'S OPTION, (II) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (III) WAIVES ANY OBJECTION WHICH BORROWER OR GUARANTOR MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH SUIT, ACTION OR PROCEEDING IN EITHER SUCH COURT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT ANY RIGHTS, POWERS OR PRIVILEGES WHICH LENDER MAY HAVE PURSUANT TO ANY LAW OF THE UNITED STATES OF AMERICA OR ANY RULE, REGULATION OR ORDER OF ANY DEPARTMENT OR AGENCY THEREOF AND NOTHING HEREIN SHALL BE DEEMED TO MAKE UNLAWFUL ANY TRANSACTION OR CONDUCT BY LENDER WHICH IS LAWFUL PURSUANT TO, OR

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WHICH IS PERMITTED BY, ANY OF THE FOREGOING. BORROWER ACKNOWLEDGES THAT THE TRANSACTIONS EVIDENCED HEREBY BEAR A REASONABLE RELATION TO THE STATE OF ILLINOIS.

8. **Modification of the Loan Documents.** The Loan Documents are hereby modified: (i) to refer to the Note and Loan Agreement as modified hereby; (ii) to provide that a default under either all or any of the Wards Mortgage, the Hands Mortgage and the Guaranty shall be deemed a default under the Note and the Loan Documents; and (iii) to provide that each Loan Document shall be governed by and construed in accordance with the internal laws of the State of Illinois. In all other respects, except as modified by this Agreement, the Note and the Loan Documents shall remain in full force and effect as amended.
9. **General Representations and Warranties.** Borrower and Guarantor hereby jointly and severally represent and warrant that: (i) the Loan Documents, the Wards Mortgage, the Hands Mortgage and the New Guaranty (hereinafter referred to as the "**Amended Loan Documents**") are fully enforceable in accordance with their terms; (ii) the Amended Loan Documents constitute legal, valid and binding obligations of the Borrower and Guarantor; (iii) the liens and security interests granted under the Amended Loan Documents are duly perfected in accordance with applicable law; and (iv) there does not exist an event of default under any of the Mortgage, the Note and any document comprising the Loan Documents on the part of Finova or Lender and no event exists which, but for the passage of time or the giving of notice, or both, would constitute an event of default of Finova or Lender.
10. **Reaffirmation and Ratification by Borrower.** Borrower and Guarantor hereby ratifies, confirms and adopts their liabilities, representations, warranties and obligations under the Amended Loan Documents, all as amended by this Agreement, and the liens and security interests created thereby and acknowledge that they have no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower and Guarantor under the Amended Loan Documents all as amended by this Agreement.
11. **Fees.** Borrower agrees to pay or reimburse Lender, on written demand, for all reasonable costs and expenses, relating specifically to this Agreement and the Loan evidenced by the Note, of seeking advice in regard to negotiating, documenting, enforcing or preserving this Agreement, including, without limitation, reasonable attorneys' fees.
12. **Further Assurances.** Borrower and Guarantor will, on written request of Lender, from time to time, execute and deliver such documents as may be reasonably necessary and reasonably acceptable to Borrower to perfect and maintain perfected as a valid first lien on the Mall Property, the Wards Property and the Hands Property, the liens granted to Lender pursuant to the Mortgage, the Hands Mortgage and the Wards Mortgage.

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13. **Opinion.** Concurrently with the consummation of the transactions herein contemplated, Borrower and Guarantor shall provide Lender with an opinion of counsel of Borrower and Guarantor reasonably satisfactory to Lender, from an attorney licenced in the State of Illinois relating to such matters with respect to the Amended Loan Documents, the Loan and otherwise with respect to the transaction contemplated hereby as Lender may request.
14. **Patriot Act.** As a condition to the effectiveness of this Agreement, Lender shall have received a Patriot Act affidavit from each party comprising Guarantor, and a copy of each individual Guarantor's drivers licence or passport and such other information with respect to Borrower and Guarantor as it believes is prudent to ensure compliance with the USA Patriot Act.
15. **Time is of the Essence.** Time is of the essence of the payment of all amounts due pursuant to the terms of this Agreement and performance and observation by Borrower and Guarantor of each covenant, agreement, provision and term of this Agreement.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
17. **Construction.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that the Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrower and Guarantor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Agreement.
18. **Gender.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine, and neuter genders, and 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.
19. **Entire Agreement.** Borrower, Guarantor and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement and the documents executed in connection herewith, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrower, Guarantor and Lender with respect to the Additional Loan Documents or the Property and Borrower and Guarantor specifically acknowledge and agree that neither Lender nor any party acting on behalf of Lender has made any agreement, promise, covenant or representation regarding (i) any extension of the Maturity Date of the Note; or (ii) any refinancing of the loan evidenced by the Loan Documents; or (iii) any future extension of credit or loan to or for the benefit of Borrower or Guarantor or any party comprising same.

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20. **Successors and Assigns.** Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Borrower, Guarantor and Lender and their respective successors, assigns, grantees, heirs, executors, personal representatives, and administrators.

21. **Ratification.** Mall Borrower, Wards Borrower and Hands Borrower represent to Lender that there is no other ownership interest, lien, or other interest now outstanding against the Mall Property, the Wards Property and the Hands Property, respectively and that the liens of the Lender have been, are, and remain the superior, paramount and first lien on each such Property.

22. **Consent.** The Borrower and Guarantor acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with the same, that the terms and provisions contained herein are clearly understood and have been fully and unconditionally consented to by them, and that the Borrower and Guarantor have had full benefit and advice of counsel of their or its own selection, or the opportunity to obtain the benefit and advice of counsel of their or its own selection, in regard to understanding the terms, meaning, and effect of this Agreement, and that the Borrower and Guarantor have full power and authority to enter into this Agreement and this Agreement has been entered into by the Borrower and Guarantor freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, the Borrower and Guarantor are relying on no other representations, either written or oral, express or implied, made to the Borrower or the Guarantor, or any of them, by any other party hereto, with respect to this Agreement, the Additional Loan Documents and/or the Property and that the consideration received by the Borrower and Guarantor hereunder has been actual and adequate.

23. **Release.** As additional consideration for Lender's agreement to enter into this Agreement, Borrower and Guarantor hereby release and forever discharge Lender, Finova, and their respective agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever which the Borrower or Guarantor may now have or claim to have against Lender or Finova or both, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Property, Additional Loan Documents, this Agreement, and any document related thereto, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date of this Agreement.

24. **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

25. **Notices.** Any notice which either party hereto may be required or may desire to give hereunder or under the Amended Loan Documents shall be deemed to have been given if in writing

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and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight courier, addressed:

if to Borrower
or Guarantor:

Realty America Group (Lincoln Mall), LP
208 Lincoln Mall
Matteson, Illinois 60443
Attn: Rives Castleman

with a copy to:

Fisher Law Group LLP
1901 N. Akard Street
Dallas, Texas 75201
Attn: Kelly R. Fisher

in the case of Lender to:

First Bank and Trust Company of Illinois
300 East Northwest Highway
Palatine, Illinois 60067
Attn: Robert Walter

with a copy to:

Randall & Kenig LLP
455 North Cityfront Plaza Drive, Suite 3160
Chicago, Illinois 60611
Attn: Benjamin J. Randall

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until seven days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed by certified mail, return receipt requested, or, if sent by overnight courier, upon delivery, or if delivery is refused, upon such refusal. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

26. **Enforceability.** If any provision of this Agreement is held invalid or unenforceable as to any party, the remainder of this Agreement shall not be affected thereby, the provisions of this Agreement being severable in any such instance. This Agreement shall be deemed to specifically amend the Note and the Loan Documents as herein provided. If there are any discrepancies between the Note and the Loan Documents in their original form and the terms of this Agreement, the terms of this Agreement shall control.

27. **No Impairment.** Nothing contained herein shall be deemed to or shall in any manner prejudice or impair, or act as a release or relinquishment of, any lien, security interest or

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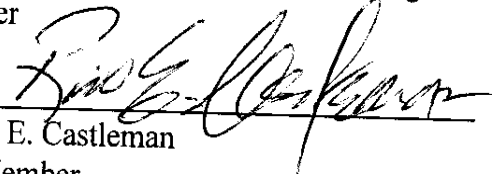
assignment granted to and/or held by the Lender in connection with the Loan Documents. The execution hereof by the Lender does not, and shall not be deemed to, constitute a waiver, limitation or modification of any of the Lender's rights or remedies under the Loan Documents, or applicable law, all of which the Lender hereby expressly reserves, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

MALL BORROWER

REALTY AMERICA GROUP (LINCOLN MALL), LP a Texas limited partnership

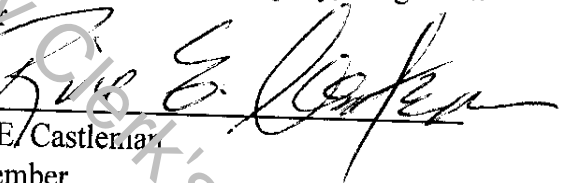
By: RAG-LINCOLN GENPAR, LLC, a Texas limited liability company, its general partner

By: 
Rives E. Castleman
Its: Member

HANDS BORROWER

RAIM/LINCOLN ALLSTATE, LP a Texas limited partnership

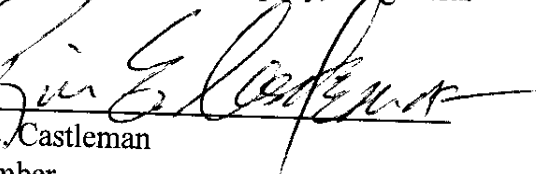
By: RAG-LINCOLN GENPAR, LLC, a Texas limited liability company, its general partner

By: 
Rives E. Castleman
Its: Member

WARDS BORROWER

REALTY AMERICA GROUP (LINCOLN WARD), LP a Texas limited partnership

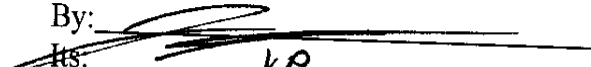
By: RAG-LINCOLN GENPAR, LLC, a Texas limited liability company, its general partner

By: 
Rives E. Castleman
Its: Member

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LENDER:

**FIRST BANK AND TRUST COMPANY
OF ILLINOIS**, an Illinois state commercial
bank

By: 
Its: VP

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sharon Katz, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeremy Addis, a Vice President of FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state commercial bank, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 15, 2004.



Sharon Katz
Notary Public

STATE OF ~~TEXAS~~)
 Illinois) SS.
COUNTY OF ~~DALLAS~~)
 Cook)

I, Amanda B Quas, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rives E. Castleman, member of RAC-LINCOLN GENPAR, LLC a Texas limited liability company, the general partner of REALTY AMERICA GROUP (LINCOLN MALL), LP, a Texas limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 15, 2004.



Amanda B Quas
Notary Public

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Illinois
STATE OF ~~TEXAS~~)
COUNTY OF ~~DALLAS~~) SS.
Cook

I, Amanda B. Quas, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rives E. Castleman, member of RAG-LINCOLN GENPAR, LLC a Texas limited liability company, the general partner of RAIM/LINCOLN ALLSTATE, LP, a Texas limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 15, 2004.



Amanda B. Quas
Notary Public

Illinois
STATE OF ~~TEXAS~~)
COUNTY OF ~~DALLAS~~) SS.
Cook

I, Amanda B. Quas, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rives E. Castleman, member of RAG-LINCOLN GENPAR, LLC a Texas limited liability company, the general partner of REALTY AMERICA GROUP (LINCOLN WARD), LP, a Texas limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 15, 2004.



Amanda B. Quas
Notary Public

UNOFFICIAL COPY**Exhibit "B"****LEGAL DESCRIPTION:****PARCEL 1:**

LOT 1 (EXCEPT THE NORTH 70 FEET OF THAT PART OF LOT 1 IN LINCOLN MALL LYING SOUTH AND ADJACENT TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22) AND LOT 6 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1972 AS DOCUMENT 21846731 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES, AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDINGS AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, CREATED IN THE RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846183, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069, AS ASSIGNED TO LINCOLN MALL LLC BY ASSIGNMENT AND ASSUMPTION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED DECEMBER 17, 1998 AS DOCUMENT 08148392.

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, CREATED IN THE TOTAL SITE AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

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PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED MARCH 22, 1973 AND RECORDED MAY 14, 1973 AS DOCUMENT 22323290 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES AS DESCRIBED IN SAID INSTRUMENT.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, A CORPORATION OF DELAWARE, RECORDED AUGUST 17, 1973 AS DOCUMENT 22443133 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT OF EASEMENT RECORDED MAY 4, 1990 AS DOCUMENT 90207756, FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OUTFALL FACILITIES AND OTHER DRAINAGE FACILITIES.

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, LYING NORTH OF THE NORTHERLY LINE OF THE PENN-CENTRAL RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH A LINE 125 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY; THENCE WEST ON THE NORTHERLY LINE OF SAID RAILROAD, SAID LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 45 SECONDS WEST FOR THE PURPOSE OF THE DESCRIPTION, A DISTANCE OF 812 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 220 FEET TO A POINT; THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY ON A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY AND SAID LINE HAVING A BEARING OF SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 832 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 TO LINCOLN HIGHWAY (U.S. ROUTE 30) AND CICERO AVENUE, AS SET FORTH IN AGREEMENT AND DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 AND AMENDED BY DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603, OVER RING ROAD IN LINCOLN MALL SHOPPING CENTER, IN COOK COUNTY, ILLINOIS.

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PARCEL 9:

LOT 2 IN THE RESUBDIVISION OF LOT 8 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1977 AS DOCUMENT 23835201 IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET; THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 12 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11 FEET, A DISTANCE OF 91.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Tax Parcel Numbers

- 31-22-300-021-0000
- 31-22-300-022-0000
- 31-22-300-027-0000
- 31-22-300-037-0000
- 31-22-300-039-0000
- 31-22-300-041-0000
- 31-22-300-055-0000

Property Address:

208 LINCOLN MALL
MATTESON, IL

Property of Cook County Clerk's Office