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This Document Prepared By
and After Recording Return To:

Eric M. Roberson
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603



Doc#: 0501102426
Eugene "Gene" Moore Fee: \$62.00
Cook County Recorder of Deeds
Date: 01/11/2005 01:06 PM Pg: 1 of 20

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SEVENTH SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Seventh Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 30, 2004 (this "Supplement") from STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation with its mailing address at 2400 West 95th Street, Evergreen Park, Illinois 60642, not personally but as Trustee under a Trust Agreement dated March 22, 1979 and known as Trust Number 6267, a Trust Agreement dated March 22, 1979 and known as Trust Number 6269, a Trust Agreement dated March 22, 1979 and known as Trust Number 6272, a Trust Agreement dated March 22, 1979 and known as Trust Number 6274, a Trust Agreement dated March 22, 1979 and known as Trust Number 6276, a Trust Agreement dated March 22, 1979 and known as Trust Number 6567, a Trust Agreement dated March 29, 1983 and known as Trust Number 8385, a Trust Agreement dated November 8, 1984 and known as Trust Number 9315, a Trust Agreement dated September 8, 1986 and known as Trust Number 10605 and a Trust Agreement dated April 8, 1987 and known as Trust Number 11044 (collectively, the "SBTC Trusts"; the SBTC Trusts are hereinafter referred to collectively as "Mortgagor") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation of 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee").

WITNESSETH THAT:

WHEREAS, Mortgagor has heretofore executed and delivered to the Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of May 8, 1995, recorded with the Recorder's Office of DuPage County, Illinois as Document No. R95-56942, the Recorder's Office of Will County, Illinois as Document No. R95-031196 and with the Recorder's Office of Cook County, Illinois as Document No. 95309737, as amended by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of February ___, 1997 and recorded with the Recorder's Office of DuPage County, Illinois as

CHARGE C.T.I.C. DuPAGE 9501386, LFG

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Document No. _____, with the Recorder's Office of Will County, Illinois as Document No. _____ and with the Recorder's Office of Cook County, Illinois as Document No. _____, as amended by certain Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of February 13, 1998, with the Recorder's Office of DuPage County, Illinois as Document No. R98-71136, with the Recorder's Office of Cook County, Illinois as Document No. 8015857 and recorded with the Recorder's Office of Will County, Illinois as Document No. R98-4144, as amended by that certain Third Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of September 1, 1998 recorded with the Recorder's Office of DuPage County, Illinois as Document No. R98-247203, with the Recorder's Office of Cook County, Illinois as Document No. 99416556 and with the Recorder's Office of Will County, Illinois as Document No. R98-1557139 as amended by that certain Fourth Supplement to Mortgage and Security Agreement with Assignment of Rents dated July 1, 2000 and recorded with the Recorder's Office of Cook County, Illinois as Document No. 00656702 as amended by that certain Fifth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 30, 2001 and recorded in the Recorder's Office of Cook County, Illinois as Document No. 10970199 and recorded in the Recorder's Office of Will County, Illinois as Document No. R2001-142381 and recorded in the Recorder's Office of DuPage County, Illinois as Document No. R2001-224603, as amended by that certain Sixth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of January 31, 2002 and recorded in the Recorder's Office of DuPage County, Illinois as Document No. R2002-223916 and recorded in the Recorder's Office of Cook County, Illinois as Document No. 0020962193 and recorded in the Recorder's Office of Will County, Illinois as Document No. R2002141681 (as amended and supplemented, such Mortgage and Security Agreement with Assignment of Rents is hereinafter referred to as the "*Mortgage*"); and

WHEREAS, Orchard Hill Building Co. (the "*Company*") and the Mortgagee have heretofore executed and delivered that certain Amended and Restated Secured Credit Agreement dated as of February 13, 1998, as amended by that certain First Amendment to Amended and Restated Secured Credit Agreement Secured and Revolving Credit Note dated as of September 1, 1998, as amended by that certain Second Amendment to Amended and Restated Secured Credit Agreement and Secured Revolving Credit Note dated as of July 1, 2000 as amended by that certain Third Amendment to Amended and Restated Secured Credit Agreement and Secured Revolving Note Credit dates as of April 30, 2001, as amended by that certain Fourth Amendment to Amended and Restated Secured Credit Agreement dated as of June 13, 2003 (as amended and supplemented from time to time, the "*Credit Agreement*"), a true and correct copy of the Credit Agreement being on file at the office of Mortgagee, pursuant to which Mortgagee has agreed to make available to the Company a revolving credit facility in an aggregate amount not to exceed \$25,000,000 in maximum principal amount outstanding at any one time, which revolving credit facility will be available to the Company in the form of loans in an aggregate amount not to exceed \$22,000,000 and letters of credit (individually, a "*Letter of Credit*" and collectively, the "*Letters of Credit*") in an aggregate amount not to exceed \$7,000,000 under the terms and conditions set forth in the Credit Agreement (the "*Revolving Credit Facility*"); and

WHEREAS, the Revolving Credit Facility is evidenced by that certain Amended and Restated Revolving Credit Note dated as of February 13, 1998, as amended by that certain First Amendment to Amended and Restated Secured Credit Agreement and Revolving Credit Note

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dated as of September 1, 1998, as amended by that certain Second Amendment to Amended and Restated Secured Credit Agreement and Secured Revolving Credit Note dated as July 1, 2000 as amended by that certain Third Amendment to Amended and Restated Secured Credit Agreement and Secured Revolving Note Credit dates as of April 30, 2001 (as amended and supplemented from time to time, the "*Credit Agreement*"), in the principal amount of U.S. \$25,000,000.00, such revolving credit note made payable to the order of Mortgagee in and by which the Company promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) on April 30, 2004 (as extended pursuant to the *Credit Agreement*), together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the *Credit Agreement* (said revolving promissory note and any and all extensions, modifications and renewals thereof and any notes issued in replacement or substitution therefor being herein collectively referred to as the "*Note*"), and the Letters of Credit are to be respectively issued upon and subject to the terms of applications for Letters of Credit to be executed by the Company (individually, an "*Application*" and collectively, the "*Applications*"); and

WHEREAS, the Company may from time to time enter into one or more interest rate exchange, cap, collar, floor or other agreements ("*Hedging Agreements*") with the Mortgagee and its affiliates for the purpose of hedging or otherwise protecting the Company against changes in interest rates on the Note (the liability of the Company in respect to such agreements and the Mortgagee and its affiliates being hereinafter referred to as the "*Hedging Liability*"); and

WHEREAS, the Company, and the Mortgagee have heretofore executed and delivered that certain Facility Agreement dated as of January 31, 2002 (the "*Facility Agreement*") pursuant to which Mortgagee has agreed to make available to Company a letter of credit facility up to \$7,000,000 in the form of standby letter of credit (individually, "*Facility L/C*" and collectively "*Facility L/CS*") issued upon the terms and applications for the Facility L/CS to be executed by the Company (individually, a "*Facility Application*" and collectively, the "*Facility Applications*") with the availability of the facility to terminate no later than January 31, 2003; and; and

WHEREAS, Mortgagor and Mortgagee wish to extend the maturity of the Note from April 30, 2004 to April 30, 2007; and

WHEREAS, the Mortgage shall continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Company of this Supplement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

1. The second "WHEREAS" clause of the Mortgage is hereby amended by deleting the year "2004" and substituting the year "2007."

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2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "*Mortgaged Premises*" shall be deemed to mean and include the Mortgaged Premises as supplemented hereby.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as supplemented hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be

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deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed as of the day and year first above written.

STANDARD BANK AND TRUST COMPANY
(formerly known as Heritage Standard Bank and Trust Company), as Trustee under Trusts No. 6267, 6269, 6272, 6274, 6276, 6567, 8385, 9315, 10605 and 11044 as aforesaid and not personally

By *Patricia Ralphson*
Printed Name: Patricia Ralphson
Its: A.V.P.

(SEAL)

NOTARY ATTACHED

EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF

ATTEST:

Donna Diviero
Its Donna Diviero, A.T.O.

(Type or Print Name)

Accepted and agreed to as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By *Dennis W.ourke*
Printed Name: DENNIS W. ROURKE
Its: DIRECTOR

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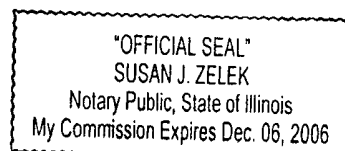
This MORTGAGE is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said STANDARD BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said STANDARD BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said STANDARD BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of an guarantor, if any.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Kalphson of STANDARD BANK & TRUST COMPANY and Donna Diviero of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.V.P. and A.T.O. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said A.T.O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 7th day of July,
2004.

Susan J. Zelek
Notary Public

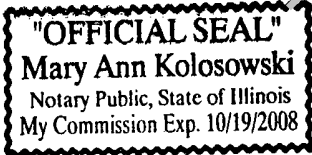


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY ANN KOLOSOWSKI, Notary Public in and for said County, in the State aforesaid, do hereby certify that DENNIS AOURKE, DIRECTOR of Harris Trust and Savings Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR, appeared before me this day 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 and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 4TH day of JANUARY, 2005.



Mary Ann Kolosowski
Notary Public

MARY ANN KOLOSOWSKI
(Type or Print Name)

(NOTARIAL SEAL)

Commission Expires:

10-19-08

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LEGAL DESCRIPTION

PARCEL 2: (SLIVKA) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE SOUTHWESTERLY ON THE WEST LINE THEREOF 11.88 FEET TO THE QUARTER CORNER FOR SECTION 1, TOWNSHIP 37 NORTH, RANGE 10; THENCE SOUTH 01 DEGREES; 42 MINUTES, 45 SECONDS EAST ON THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2113.23 FEET TO THE CENTER LINE OF ORCHARD ROAD; THENCE SOUTH 27 DEGREES, 38 MINUTES, 39 SECONDS EAST ON SAID CENTER LINE, 76.67 FEET; THENCE NORTH 81 DEGREES, 12 MINUTES, 57 SECONDS EAST, 1653 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 665.6 FEET OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE NORTHERLY ON SAID WEST LINE TO THE SOUTH LINE OF GALLACHER AND HENRY'S FARMINGDALE VILLAGE UNIT 13 (RECORDED AS DOCUMENT R87-76954); THENCE WESTERLY ON SAID SOUTH LINE TO THE WEST LINE OF SAID UNIT 13; THENCE NORTHERLY ON SAID WEST LINE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ON SAID NORTH LINE TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS, 10-06-301-011 AND 10-06-301-015

EXCEPT THAT PART OF PARCEL 2 FALLING WITHIN THE FOLLOWING DESCRIBED LAND NOW KNOWN AS LOTS 1 THROUGH 15 AND OUTLOT A IN WATER TOWER RESERVE UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1999-206969, IN DU PAGE COUNTY, ILLINOIS, AND

FURTHER EXCEPT THAT PART OF PARCEL 2 DESCRIBED AS FOLLOWS AND NOW KNOWN AS LOTS 1-22 IN GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 21, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 2000 AS DOCUMENT R2000-02711 IN DU PAGE COUNTY, ILLINOIS, AND

FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 24, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 6, AND PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 2003 AS DOCUMENT R2003-116801, IN DUPAGE COUNTY, ILLINOIS

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PARCEL 3: (MCADAMS) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION 6 WITH THE CENTER LINE OF ORCHARD (MURPHY) ROAD (SAID POINT BEING 2113.23 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10) AND RUNNING THENCE SOUTH 27 DEGREES, 38 MINUTES, 39 SECONDS EAST ON SAID CENTER LINE 76.67 FOR A POINT OF BEGINNING; THENCE NORTH 81 DEGREES, 12 MINUTES, 57 SECONDS EAST 1653 FEET, MORE OR LESS, TO THE WEST LINE 664.00 FEET, MORE OR LESS, OF THE EAST 665.6 FEET OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE SOUTHERLY ON SAID WEST LINE TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ON SAID SOUTH LINE 665.6 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 7; THENCE SOUTHERLY ON SAID EAST LINE TO THE NORTHERLY LINE OF PARCEL 10-017 OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL PLAT OR THE NORTH-SOUTH TOLLWAY; THENCE SOUTHWESTERLY ON THE NORTHERLY LINES OF SAID PARCEL TO THE EASTERLY LINE OF LAND DEDICATED FOR HIGHWAY BY DOCUMENT 910006; THENCE NORTHWESTERLY ON SAID LINE 414.42 FEET, MORE OR LESS, TO THE NORTHERLY LINE THEREOF; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE 190 FEET, MORE OR LESS, TO SAID CENTER LINE OF ORCHARD ROAD; THENCE NORTHWESTERLY ON SAID CENTER LINE, 2404.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN DU PAGE COUNTY, ILLINOIS 10-07-101-004, 10-06-301-011 AND 10-06-301-015

EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 24, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 6, AND PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 2003 AS DOCUMENT R2003-116801, AND

FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 24A, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2003 AS DOCUMENT R2003-307939, AND

FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 25A, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2004 AS DOCUMENT R2004-110128, IN DUPAGE COUNTY, ILLINOIS.

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PARCEL 4: (KOLAR) THAT PART OF THE SOUTH HALF OF SECTION 6, AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE WESTRELY ON THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 665.6 FEET; THENCE NORTHERLY ON THE WEST LINE OF THE EAST 665.6 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 815 FEET, MORE OR LESS, TO THE SOUTH LINE OF GALLAGHER AND HENRY'S FARMINGDALE VILLAGE UNIT 13 (A SUBDIVISION RECORDED AS DOCUMENT R87-76954); THENCE NORTH 88 DEGREES, 25 MINUTES, 34 SECONDS EAST ON SAID SOUTH LINE 743.8 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ON THE LAST DESCRIBED COURSE, 165.39 FEET; THENCE SOUTH 01 DEGREES, 26 MINUTES, 43 SECONDS EAST, 131.48 FEET; THENCE NORTH 88 DEGREES, 33 MINUTES, 17 SECONDS EAST, AT RIGHT ANGLES TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1079.83 FEET TO SAID EAST LINE; THENCE SOUTHERLY ON SAID EAST LINE AND ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE NORTHERLY LINE OF PARCEL 10-048 OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL PLAT FOR THE NORTH-SOUTH FOLLWAY; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 7; THENCE NORTHERLY ON SAID WEST LINE TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS 10-07-200-010, 10-06-400-025

EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 23, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 6, AND PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 2001 AS DOCUMENT R2001-274400, AND

FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 24, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 6, AND PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 2003 AS DOCUMENT R2003-116801, AND

FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 24A, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2003 AS DOCUMENT R2003-307939, AND

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FURTHER EXCEPT THAT PART THEREOF PLATTED AS GALLAGHER & HENRY'S FARMINGDALE VILLAGE UNIT 25A, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2004 AS DOCUMENT R2004-110128, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5 WHICH LIES WEST OF THE WEST LINE OF CLINTON ACRES (A SUBDIVISION RECORDED AS DOCUMENT 465379) AND NORTH OF THE NORTHERLY LINE OF PARCEL 10-050 OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL PLAT FOR THE NORTH-SOUTH TOLLWAY; ALSO, THE EAST 530.25 FEET OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE EAST 530.25 FEET OF THE NORTHEAST QUARTER OF SECTION 7 BOTH LYING NORTHERLY OF THE NORTH LINE OF SAID PARCEL 10-050, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. 10-05-300-030, 10-05-300-032, 10-05-300-033, 10-05-300-036, 10-05-300-043.

PARCEL 6: THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER 2397.20 FEET TO A POINT 264.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES, 47 MINUTES, 07 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER, 397.91 FEET TO THE CENTER LINE OF MURPHY ROAD (FORMERLY NAPERVILLE-LEMONT ROAD); THENCE SOUTH 25 DEGREES, 50 MINUTES, 06 SECONDS EAST, ALONG THE SAID CENTER LINE OF SAID ROAD, 1594.24 FEET; THENCE SOUTH 64 DEGREES, 30 MINUTES, 06 SECONDS WEST 188.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 55 AS MONUMENTED AND LOCATED; THENCE SOUTH 25 DEGREES, 27 MINUTES, 04 SECONDS EAST ALONG THE SAID RIGHT OF WAY 585.25 FEET; THENCE SOUTH 03 DEGREES, 30 MINUTES, 32 SECONDS EAST ALONG THE SAID RIGHT OF WAY 110.11 FEET; THENCE SOUTH 34 DEGREES, 45 MINUTES, 52 SECONDS WEST ALONG THE SAID RIGHT OF WAY LINE 118.69 FEET; THENCE SOUTH 56 DEGREES, 39 MINUTES, 16 SECONDS WEST ALONG THE SAID RIGHT OF WAY LINE 262.18 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 56 SECONDS WEST ALONG THE SAID SOUTH LINE 893.95 FEET TO THE POINT OF BEGINNING, EXCEPT THOSE PARTS THEREOF DESIGNATED AS PARCELS 10-007 AND 10-007.1 OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL PLAT FOR THE NORTH-SOUTH TOLLWAY, ALL IN DUPAGE COUNTY, ILLINOIS. 10-07-100-010

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PARCEL 11: THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 180.00 FEET OF THE SOUTH 176.00 FEET OF THE NORTH 537.3 FEET THEREOF: ALSO MAGDZIARZ SUBDIVISION OF THE WEST 770 FEET OF THE NORTH 283 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER RECORDED AS DOCUMENT 970276; ALSO EXCEPT LOTS 1 AND 2 IN MAGDZIARZ SUBDIVISION UNIT 2 OF THE EAST 283 FEET OF THE SOUTH 540 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER RECORDED AS DOCUMENT R62-21314) AND ALSO EXCEPT ILLINOIS STATE TOLL HIGHWAY AUTHORITY TAKING IN 87ED-51, IN DUPAGE COUNTY, ILLINOIS. 08-36-401-034, 08-36-401-008.

PARCEL 12A: THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT ILLINOIS STATE TOLL HIGHWAY AUTHORITY TAKING IN 87ED-51), IN DUPAGE COUNTY, ILLINOIS. 08-36-401-032, 08-36-401-033, 08-36-401-025, 08-36-401-026.

PARCEL 12B: ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE HIGHWAY COMMONLY KNOWN AS BOUGHTON ROAD RUNNING IN A NORTHEASTERLY AND SOUTHWESTERLY DIRECTION THROUGH SAID QUARTER SECTION, AND EAST OF THE EAST LINE OF THAT PART THEREOF ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT IN WILL COUNTY, ILLINOIS AS CASE NO. 87-ED-5), IN WILL COUNTY, ILLINOIS. 02-01-200-029.

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TRACT C: DuPage County Beller Property

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 6; THENCE SOUTH 01 DEGREES 35 MINUTES 26 SECONDS EAST 733.32 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BOUGHTON ROAD, BEING 50.00 FEET NORTHWESTERLY OF THE CENTER LINE THEREOF; THENCE NORTH 64 DEGREES 09 MINUTES 45 SECONDS EAST 644.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WOODWARD AVENUE AS DEDICATED BY DOCUMENT R95-90219; THENCE NORTH 25 DEGREES 50 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY 50.00 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 945.00 FEET AND AN ARC DISTANCE OF 237.83 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID RIGHT OF WAY 285.00 FEET; THENCE NORTH 38 DEGREES 12 MINUTES 53 SECONDS WEST ALONG SAID RIGHT OF WAY 140.28 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE CONVEX WESTERLY WITH A RADIUS OF 1050.00 FEET, AN ARC DISTANCE OF 429.87 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 31; THENCE SOUTH 01 DEGREES 32 MINUTES 02 SECONDS EAST 601.08 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS. 09-31-300-019, 10-06-100-010.

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Parcel 2: Vacant land 9100 south (north line) bounded on the west by the Will-DuPage County line and on the east by Gallagher & Henry's Farmingdale Village Unit 13, in Woodridge, Illinois.

Parcel 3: Vacant land bounded on the west by Murphy Road and on the south by I-55 Stevenson Expressway in Woodridge, Illinois.

Parcel 4: Vacant land bounded on the south by I-55 Stevenson Expressway and on the north by Gallagher & Henry's Farmingdale Village Unit 13 and 15 in Woodridge, Illinois.

Parcel 5: Vacant land 9100 south (north line) bounded on the south by I-55 Stevenson Expressway in Woodridge, Illinois.

Parcel 6: Vacant land 9900 south (south line) bounded on the east by Murphy Road in Woodridge, Illinois.

Parcel 11: Vacant land bounded on the north by 83rd Street, on the east by Woodward Avenue and on the west by I-55 North-South Tollway in Woodridge, Illinois.

Parcel 12A: Vacant land 8500 south (north line) to 8700 south (south line) bounded on the east by Woodward Avenue and on the west by I-55 North-South Tollway in Woodridge, Illinois.

Parcel 12B: Vacant land bounded on the south by Boughton Road, on the east by Janes Avenue and on the east by the Will-DuPage County line in Bolingbrook, Illinois.

Tract C (McAdams Parcel 1): Vacant land bounded on the south by Boughton Road, on the east by Woodward Avenue and on the west by the Will-DuPage County Line.

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COOK COUNTY:

TRACT B (CONSISTING OF SUB-PARCELS 1, 2 AND 4):

PARCEL 1: LOTS 25 AND 43 IN GALLAGHER & HENRY'S ISHNALA UNIT NO. 12, A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

~~PARCEL 2: LOT 56 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 13, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

PARCEL 4: LOTS 5 AND 6 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 15, A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT C:

~~LOTS 5, 10, 13, 15, 16, 18, 19, 20, 38, 39, 40, 41, 42 AND 46 IN GALLAGHER & HENRY'S ISHNALA UNIT 18, A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

TRACT D:

LOTS 1 TO 86 BOTH INCLUSIVE, IN PEACE MEMORIAL VILLAGE (A PLANNED UNIT DEVELOPMENT) SINGLE FAMILY PHASE, BEING A DIVISION OF PARCEL 2 (EXCEPT THAT PART THERETOFORE DEDICATED FOR 104TH AVENUE) IN PEACE MEMORIAL VILLAGE (A PLANNED UNIT DEVELOPMENT) OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1988 AS DOCUMENT 88959890, IN COOK COUNTY, ILLINOIS.

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LOT #	ADDRESS	P.I.N.
1	10340 Brodt Drive/ 10340 W. Joseph Drive	23-33-110-001-0000
2	10330 W. Joseph Drive	23-33-110-002-0000
3	10326 W. Joseph Drive	23-33-110-003-0000
4	10320 W. Joseph Drive	23-33-110-004-0000
5	10316 W. Joseph Drive	23-33-110-005-0000
6	10310 W. Joseph Drive	23-33-110-006-0000
7	10300 W. Joseph Drive	23-33-110-007-0000
8	10260 W. Joseph Drive	23-33-110-008-0000
9	10250 W. Joseph Drive	23-33-110-009-0000
10	10240 W. Joseph Drive	23-33-110-010-0000
11	10230 W. Joseph Drive	23-33-110-011-0000
12	10220 W. Joseph Drive	23-33-110-012-0000
13	10210 W. Joseph Drive	23-33-110-013-0000
14	10200 W. Joseph Drive	23-33-110-014-0000
15	12711 S. Joseph Drive	23-33-110-015-0000
16	12721 S. Joseph Drive	23-33-110-016-0000
17		23-33-110-017-0000
18	12759 S. Joseph Drive	23-33-110-018-0000
19	12765 S. Joseph Drive	23-33-110-019-0000
20	12801 S. Joseph Drive	23-33-110-020-0000
21	12811 S. Joseph Drive	23-33-110-021-0000
22	12817 S. Joseph Drive	23-33-110-022-0000
23	12825 S. Joseph Drive	23-33-110-023-0000
24	12833 S. Joseph Drive	23-33-110-024-0000
25	12841 S. Joseph Drive	23-33-110-025-0000
26	12849 S. Joseph Drive	23-33-110-026-0000
27	12857 S. Joseph Drive	23-33-110-027-0000
28	12901 S. Joseph Drive	23-33-110-028-0000
29	12909 S. Joseph Drive	23-33-110-029-0000
30	12917 S. Joseph Drive	23-33-110-030-0000
31	12925 S. Joseph Drive	23-33-110-031-0000
32	12933 S. Joseph Drive	23-33-110-032-0000

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LOT #	ADDRESS	P.I.N.
33	12941 S. Joseph Drive	23-33-110-033-0000
34	12930 S. Joseph Drive	23-33-111-001-0000
35	12918 S. Joseph Drive	23-33-111-002-0000
36	12910 S. Joseph Drive	23-33-111-003-0000
37	12900 S. Joseph Drive	23-33-111-004-0000
38	10219 Laffin Court	23-33-111-005-0000
39	10229 Laffin Court	23-33-111-006-0000
40	10237 Laffin Court	23-33-111-007-0000
41	10236 Laffin Court	23-33-111-008-0000
42	10230 Laffin Court	23-33-111-009-0000
43	10220 Laffin Court	23-33-111-010-0000
44	12820 S. Joseph Drive/ 10221 Brodt Drive	23-33-111-011-0000
45	10227 Brodt Drive	23-33-111-012-0000
46	10235 Brodt Drive	23-33-111-013-0000
47	10241 Brodt Drive	23-33-111-014-0000
48	10251 Brodt Drive	23-33-111-015-0000
49	10259 Brodt Drive	23-33-111-016-0000
50	10301 Brodt Drive	23-33-111-017-0000
51	10307 Brodt Drive	23-33-111-018-0000
52	10315 Brodt Drive	23-33-111-019-0000
53	10321 Brodt Drive	23-33-111-020-0000
54	10327 Brodt Drive	23-33-111-021-0000
55	10335 Brodt Drive	23-33-111-022-0000
56	10341 Brodt Drive	23-33-111-023-0000
57	10349 Brodt Drive	23-33-111-024-0000
58	10330 Brodt Drive/ 10341 W. Joseph Drive	23-33-112-001-0000
59	10331 W. Joseph Drive	23-33-112-002-0000
60	10315 W. Joseph Drive	23-33-112-003-0000
61	10303 W. Joseph Drive	23-33-112-004-0000
62	10261 W. Joseph Drive	23-33-112-005-0000
63	10251 W. Joseph Drive	23-33-112-006-0000
64	10243 W. Joseph Drive	23-33-112-007-0000
65	10233 W. Joseph Drive	23-33-112-008-0000
66	10217 W. Joseph Drive	23-33-112-009-0000
67	12730 S. Joseph Drive	23-33-112-010-0000
68	12740 S. Joseph Drive	23-33-112-011-0000
69	12750 S. Joseph Drive	23-33-112-012-0000
70	12760 S. Joseph Drive	23-33-112-013-0000
71	12770 S. Joseph Drive	23-33-112-014-0000

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LOT #	ADDRESS	P.I.N.
72	12800 S. Joseph Drive/ 10220 Brodt Drive	23-33-112-015-0000
73	10230 Brodt Drive	23-33-112-016-0000
74	10240 Brodt Drive	23-33-112-017-0000
75	10250 Brodt Drive	23-33-112-018-0000
76	10260 Brodt Drive	23-33-112-019-0000
77	10300 Brodt Drive	23-33-112-020-0000
78	10251 Bishop Court	23-33-112-021-0000
79	10241 Bishop Court	23-33-112-022-0000
80	10231 Bishop Court	23-33-112-023-0000
81	10230 Bishop Court	23-33-112-024-0000
82	10240 Bishop Court	23-33-112-025-0000
83	10250 Bishop Court	23-33-112-026-0000
84	10300 Bishop Court	23-33-112-027-0000
85	10310 Bishop Court	23-33-112-028-0000
86	10320 Brodt Drive/ 10316 Bishop Court	23-33-112-029-0000
87	10350 Brodt Drive	

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TRACT H - ISHNALA WOODS

	Lot	Unit	Address	
	1.	25	12 14151 Woodward Drive	27 - 02 - 413 - 011
	2.	43	12 14142 Woodward Drive	27 - 02 - 414 - 015
	1.	56	13 13921 Camden Drive	27 - 02 - 415 - 004
	1.	5	15 14265 Wittington Court	27 - 01 - 306 - 012
	2.	6	15 14275 Wittington Court	27 - 01 - 306 - 013
	1.	5	18 14120 Selva Lane	27 - 01 - 308 - 005
	2.	10	18 14212 Selva Lane	27 - 01 - 308 - 010
	3.	13	18 14242 Selva Lane	27 - 01 - 310 - 003
	4.	15	18 14262 Selva Lane	27 - 01 - 310 - 005
	5.	16	18 7911 Hastings Drive	27 - 01 - 310 - 006
	6.	18	18 7857 Hastings Drive	27 - 01 - 310 - 008
	7.	19	18 7843 Hastings Drive	27 - 01 - 310 - 009
	8.	20	18 14259 Scott Lane	27 - 01 - 310 - 010
	9.	38	18 14139 Selva Lane	27 - 01 - 309 - 005
	10.	39	18 14149 Selva Lane	27 - 01 - 309 - 006
	11.	40	18 14201 Selva Lane	27 - 01 - 309 - 007
	12.	41	18 14209 Selva Lane	27 - 01 - 309 - 008
	13.	42	18 14219 Selva Lane	27 - 01 - 309 - 009
	14.	46	18 14250 Scott Lane	27 - 01 - 309 - 013