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PPM Loan No. 0305602



Doc#: 0616718067 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2006 03:07 PM Pg: 1 of 16

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Sharon Zaban Letchinger



SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT (this "Agreement") is made as of the 7th day of June, 2006, 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").

234591 / 492A lot 1
DEC KC
1ST AMERICAN TITLE Order #

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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. On or about July 16, 2004, Lender made 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, "Original Portfolio II Borrowers") in the principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of July 16, 2006 between Original Portfolio II Borrowers and Lender ("Original Portfolio II Loan Agreement"), and as evidenced by a Promissory Note dated as of July 16, 2004 in the principal amount of the Portfolio II Loan made payable by Original Portfolio II Borrowers to the order of Lender ("Original Portfolio II Note").

E. The Portfolio II Loan is secured by (i) a Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Sergo to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403080 ("Sergo Mortgage"), which Sergo Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" thereto ("Sergo Property"); (ii) a Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Oakton to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403083 ("Oakton Mortgage"), which Oakton Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" thereto ("Oakton Property"); (iii) a Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Terminal to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403077 ("Terminal Mortgage" and, collectively with the Sergo Mortgage and the Oakton Mortgage, "Original Portfolio II Mortgages"), which Terminal Mortgage encumbers 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

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Assignment of Leases and Rents dated of even date herewith from Oakton to Lender ("Oakton 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, "Original 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 "Original 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 Original Portfolio II Mortgages, the Original Portfolio II Assignments of Leases, the Original 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 "Original Portfolio II Loan Documents").

F. Pursuant to the terms and conditions of a certain First Modification Agreement dated as of July 16, 2004 by and among Borrowers and Lender and recorded with the Will County Recorder on July 27, 2004 as Document No. R2004138362 and recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403076 (the "First Modification") the Borrowers agreed to, among other things, cross-default and cross-collateralize the Loan with the Portfolio II Loan.

G. Concurrently herewith, Original Portfolio II Borrowers, MLRP 2300 Maywood LLC, a Delaware limited liability company ("Maywood"), MLRP 133 Rohlwing LLC, a Delaware limited liability company ("Rohlwing") and Lender have entered into an Assumption, Release and Modification Agreement (the "Assumption Agreement") dated of even date herewith, whereby, among other things, (i) Lender agreed to substitute as collateral for the Portfolio II Loan certain property owned by each of Maywood and Rohlwing, as more particularly described in the Assumption Agreement in exchange for the release of the Oakton Property as collateral for the Portfolio II Loan, and (ii) Lender agreed to allow Maywood and Rohlwing to assume all of the Original Portfolio II Borrowers' obligations and liabilities under the Original Portfolio II Loan Documents, as amended by the Assumption Agreement, on a joint and several basis with Sergio and Terminal. As a condition precedent to Lender's agreement to the foregoing, the Lender is requiring that the Borrowers agree that the cross-default and cross-collateralization arrangements provided for in the Loan Documents are in full force and effect and equally apply to any documents or instruments executed by any or all of Maywood, Rohlwing, Sergio and/or Terminal (collectively, the "New Portfolio II Borrowers") to effectuate the substitution of collateral and release of Oakton.

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

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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 Note, Portfolio II Mortgages and Portfolio II Loan Documents, as originally incorporated into the Loan Agreement pursuant to the terms of the First Modification, are hereby amended as follows:

(a) The "Portfolio II Borrowers" shall mean each of Sergo, Terminal, Maywood and Rohlwing, together with any other parties that may hereafter assume any of the Portfolio II Borrowers' obligations and liabilities under the Portfolio II Loan Documents, as the same may be further amended from time to time.

(b) The term "Portfolio II Loan" shall mean that certain loan in the principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00) made by Lender to Sergo, Terminal, Maywood and Rohlwing, together with any other parties that may hereafter assume any of the Portfolio II Borrowers' obligations and liabilities under the Portfolio II Loan Documents, as the same may be further amended from time to time.

(c) The term "Portfolio II Note" shall mean the Original Portfolio II Note, as amended by the Assumption Agreement, and as the same may be further amended from time to time.

(d) The term "Portfolio II Mortgages" shall mean the Sergo Mortgage, the Terminal Mortgage, that certain Mortgage, Security Agreement and Financing Statement dated of even date herewith from Maywood to Lender ("Maywood Mortgage"), which Maywood 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 ("Maywood Property"), a Mortgage, Security Agreement and Financing Statement dated of even date herewith from Rohlwing to Lender ("Rohlwing Mortgage"), which Rohlwing Mortgage will be recorded with the DuPage County Recorder concurrently herewith and will encumber the real property and all improvements thereon legally described on Exhibit "A" thereto ("Rohlwing Property") and such other mortgages as may be executed from time to time as substitute collateral for the Portfolio II Loan.

(e) The term "Portfolio II Loan Documents" shall mean each and every loan document executed by any or all of Sergo, Terminal, Maywood, Rohlwing and any other parties that may hereafter assume any of the Portfolio II Borrowers' obligations and liabilities under the Portfolio II Loan Documents, evidencing and/or securing the Portfolio II Loan, including the Original Portfolio II Loan Documents as amended by the Assumption Agreement and any other agreements, instruments documents and other

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writings as may be executed to maintain the perfection and first lien priority of Lender's security interest in any property that shall hereinafter secure the Portfolio II Loan.

3. **Cross-Default and Cross-Collateralization.** Borrowers hereby agree that the cross-default and cross-collateralization agreements provided for in the Loan Documents are in full force and effect and equally apply to all of the documents constituting the Portfolio II Loan Documents, as the same may be amended from time to time.

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

(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.

5. **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.

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(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, 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.

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(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 Indemnitee'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: David M. Zachar
Title: Executive Vice President

BORROWERS:

MLRP VETERANS LLC, a Delaware limited liability company

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

By: Patricia Hagan
Its: Senior Vice President / Principal

MLRP CROSSROADS LLC, a Delaware limited liability company

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

By: Patricia Hagan
Its: Senior Vice President / Principal

MLRP MESSENGER LLC, a Delaware limited liability company

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

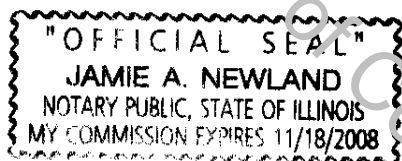
By: Patricia Hagan
Its: Senior Vice President / Principal

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 7th day of June, 2006, before me, a notary public in and for the State and County aforesaid, personally appeared **David M. Zachar**, who acknowledged himself to be the Executive Vice President 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 Executive Vice President.

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



Jamie A. Newland

Notary Public

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STATE OF ILLINOIS)
)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hogan, Sr VP / Principal 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.

Michelle Pontarelli

Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hogan, Sr VP / Principal 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.

Michelle Pontarelli

Notary Public

My Commission Expires: _____



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EXHIBIT A-1

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION

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

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EXHIBIT A-3

LEGAL DESCRIPTION

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 292.05 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.

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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. GEILS' 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, CONVEXED 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 and 09-30-101-035

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

