

UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Bruce A. Salk, Esq.
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

Doc#: 1000618068 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2010 03:22 PM Pg: 1 of 13

This space reserved for Recorder's use only

FIRST AMERICAN TITLE

ORDER # 235 739 A
L Whitman

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT (this "Agreement") is made as of the 9th day of December, 2009, by and among **EVANSTON PRAIRIE I, L.L.C.**, an Illinois limited liability company ("Borrower"), **J. HAWK DDI, L.L.C.**, an Illinois limited liability company ("J Hawk"), **JAMES M. TICUS** ("Ticus") (hereafter, J Hawk and Ticus each singularly, a "Guarantor" and collectively, the "Guarantors") and **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a non-revolving line of credit loan in the principal sum of \$5,854,000.00 ("Original Loan") to Borrower in the principal amount of Five Million Eight Hundred Fifty Four Thousand and 00/100 Dollars (\$5,854,000.00) pursuant to the terms and conditions of a Construction Loan Agreement dated as of June 9, 2006 between Borrower and Lender, (as amended or modified from time to time, including without limitation, as hereinafter amended, the "Loan Agreement," all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Term Note dated June 9, 2006, in the principal amount of the Original Loan made payable by Borrower to the order of Lender ("Original Note").

B. The Original Note and First Amended Note, as defined below, were secured by, and the Second Amended Note, as defined below, is currently secured by the following loan documents and instruments: (i) that certain Mortgage, Security Agreement and Financing Statement dated as of June 9, 2006, from Borrower to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on June 21, 2006, as Document No. 0617218056 (as amended or modified from time to time, including without limitation, as hereinafter amended, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Premises"), (ii) that certain Assignment of Leases, Rents and Security Deposits dated as of June 9, 2009, from Borrower to

UNOFFICIAL COPY

Lender and recorded in the Recorder's Office on June 21, 2006, as Document No. 0617218057 (as amended or modified from time to time, including without limitation, as hereinafter amended, the "Assignment of Leases"); (iii) that certain Environmental Indemnification Agreement dated as of June 9, 2009, from Borrower to Lender (as amended or modified from time to time, including without limitation, as hereinafter amended, the "EPA Indemnity"); (iv) that certain Disability Law Indemnification Agreement dated as of June 9, 2009, from Borrower to Lender (as amended or modified from time to time, including without limitation, as hereinafter amended, the "Disability Indemnity"); and (v) all other Financing Loan Documents, as defined in the Second Amended Note (the terms of which are incorporated herein) (the Second Amended Note, the Mortgage, the Assignment of Leases, the EPA Indemnity, the Disability Indemnity, the Loan Agreement, and all other documents evidencing, securing and guarantying the Amended Loan, in their original form and as amended and/or modified from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan was extended to December 9, 2008 and increased to \$6,278,238.00 (the "First Amended Loan") which First Amended Loan was evidenced by an Amended and Restated Term Note dated February 23, 2007 in the principal sum of \$6,278,238.00 made payable by Borrower to the order of the Lender (the "First Amended Note"). The Mortgage was modified by Mortgage Modification Agreement dated as of February 23, 2007 (the "First Modification") to reflect the extension of the Loan to December 9, 2008 and the aforesaid loan increase to \$6,278,238.00. The First Modification was recorded in the Recorder's Office on March 28, 2007, as Document No. 0708745100.

D. The First Amended Loan was extended to December 9, 2009 and decreased to \$4,575,558.10 (the "Second Amended Loan") which Second Amended Loan is evidenced by an Amended and Restated Term Note dated December 9, 2008 in the principal sum of \$4,575,558.10 made payable by Borrower to the order of the Lender (the "Second Amended Note"). The Mortgage was modified by Second Mortgage Modification Agreement dated as of December 9, 2008 (the "Second Modification") to reflect the extension of the Loan to December 9, 2009 and the aforesaid loan decrease to \$4,575,558.10. The Second Modification was recorded in the Recorder's Office on December 17, 2008, as Document No. 0835231062.

E. The Original Loan and First Amended Loan were, and the Second Amended Loan is currently, further secured by (i) a Continuing Limited Guaranty dated as of December 9, 2008 executed by J Hawk in favor of Lender (the "J Hawk Guaranty"), and (ii) a Continuing Limited Guaranty dated as of December 9, 2008 executed by Ticus in favor of Lender (the "Ticus Guaranty").

F. Borrower and Guarantors desire to amend the Second Amended Note in order to (i) extend the maturity date of the Second Amended Note (which currently has an outstanding principal balance of \$3,553,454.72) to December 9, 2010, and (ii) provide the Borrower an option to further extend the Second Amended Note, which together with certain other amendments thereto are reflected in that certain Note Extension and Modification Agreement dated as of the date hereof between Borrower and Lender (the "Note Extension Agreement") which amends the Second Amended Note. The Lender requires as a condition of modifying the Second Amended Loan on the terms set forth in the Note Extension Agreement, that the Borrower and Guarantors

UNOFFICIAL COPY

execute and deliver this Agreement together with the Note Extension Agreement and such other loan documents and instruments required by the Lender.

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 agreements by Lender to modify the Second Amended Note and the other Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Maturity Date. All Loan Documents (other than the Second Amended Note which has been separately amended by the Note Extension Agreement and the Loan Agreement which is amended below) are hereby amended to amend the outside maturity date of the Second Amended Note to be "December 10, 2010" instead of "December 9, 2009". All references to the term "Note" (or "Note I" in the Mortgage) in the Loan Documents (other than the Second Amended Note and the Loan Agreement) are hereby amended to mean that certain Amended and Restated Term Note dated December 9, 2008 in the principal sum of \$4,575,558.10 made payable by Borrower to the order of the Lender, as amended by the Note Extension and Modified Agreement dated as of December 9, 2009 between Borrower and Lender.

2. The Loan Agreement is hereby amended as follows:

a. In Section 2.6 of the Loan Agreement, the definition of "Note" is hereby amended to read "Borrower's Amended and Restated Term Note dated December 9, 2008 made payable to Lender in the original principal amount of \$4,575,558.10, as amended by the Note Extension and Modified Agreement dated as of December 9, 2009 between Borrower and Lender (the "Note")."

b. Borrower acknowledges that the outstanding principal balance of the Note is \$3,553,454.72. Borrower further acknowledges that no further advances will be made by the Lender to the Borrower under the Note.

c. To add the following new second paragraph in Section 2.6:

"Notwithstanding the preceding paragraph, effective December 9, 2009, the applicable interest rates charged on the Note shall hereby be those set forth in that certain Note Extension and Modification Agreement dated as of December 9, 2009 between Borrower and Lender.

d. All references in the Loan Agreement to "December 9, 2009" as the outside maturity date of the Note are hereby amended to read "December 9, 2010".

e. Section 10.14 of the Loan Agreement is hereby amended to add the following second paragraph thereto:

UNOFFICIAL COPY

“Borrower will provide to the Lender within 20 business days after the end of each calendar quarter the following additional information, in form and substance satisfactory to Lender (a) an updated certified rent roll, with copies of all new leases or amendments to any prior leases, not previously provided to Lender, and (b) a quarterly operating statement of the Premises for such calendar quarter.”

f. In the first sentence of Section 10.27 (added by the Second Amendment to Construction Loan Agreement dated as of December 9, 2008), the dates “From December 9, 2008 to December 9, 2009” are replaced by the dates “From December 9, 2009 to December 9, 2010”. In addition, Section 10.27 is amended to provide that beginning December 9, 2009, the calculations and payments under Section 10.27 shall be performed on a quarterly basis.

g. Section 10 is hereby amended to add the following new Section 10.29 thereto:

“10.29. Unit Sales. Borrower covenants to use commercially reasonable efforts to sell and close at least four (4) additional Units prior to December 9, 2010, with such sales and closings expected to occur at a steady pace and subject to review by Lender on a quarterly basis.”

h. The fourth (4th) grammatical sentence of Section 2.6 is deleted in its entirety and replaced by the following sentence “The unpaid principal balance of the Note and any accrued and unpaid interest shall be due and payable in full on December 9, 2010.”

3. The Mortgage is hereby amended as follows:

a. In Section 5.1 of the Mortgage, the following words are hereby inserted after the words “Financing Loan Documents” in the eighth (8th) line thereof: “the terms of which are incorporated herein by reference as if fully set forth in full herein”.

b. In Section 7.2 of the Mortgage, all references to “EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR”, wherever it appears, are hereby deleted without substitution.

4. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Default (as defined in the Second Amended Note and the other Loan Documents) under the Second Amended Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute a Default under the Second Amended Note, the Mortgage or the other 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

UNOFFICIAL COPY

obligations of Borrower 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 Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Second Amended Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Second Amended Note or the other Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform 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 Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

5. Title Policy. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause First American Title Insurance Company to issue an endorsement to Lender's title insurance policy No. NCS-235739-CHI2 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

6. Reaffirmation of Guaranties. Ticus ratifies and reaffirms the Ticus Guaranty and agrees that the Ticus Guaranty is in full force and effect following the execution and delivery of this Agreement, the Note Extension Agreement and any other loan documents executed by Borrower in connection with this Agreement and the Note Extension Agreement. The representations and warranties of Ticus in the Ticus Guaranty are, as of the date hereof, true and correct and Ticus does not know of any default thereunder. The Ticus Guaranty continues to be the valid and binding obligation of Ticus, enforceable against Ticus in accordance with its terms and Ticus has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder as provided in the Guaranty. Ticus hereby consents to and approves all of the terms set forth in this Agreement, the Note Extension Agreement and any other loan documents executed by Borrower in connection with this Agreement and the Note Extension Agreement. Ticus does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Ticus Guaranty as of the date hereof.

J Hawk ratifies and reaffirms the J Hawk Guaranty and agrees that the J Hawk Guaranty is in full force and effect following the execution and delivery of this Agreement, the Note Extension Agreement and any other loan documents executed by Borrower in connection with this Agreement and the Note Extension Agreement. The representations and warranties of J Hawk in the J Hawk Guaranty are, as of the date hereof, true and correct and J Hawk does not know of any default thereunder. The J Hawk Guaranty continues to be the valid and binding obligation of J

UNOFFICIAL COPY

Hawk, enforceable against J Hawk in accordance with its terms and J Hawk has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder as provided in the Guaranty. J Hawk hereby consents to and approves all of the terms set forth in this Agreement, the Note Extension Agreement and any other loan documents executed by Borrower in connection with this Agreement and the Note Extension Agreement. J Hawk does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the J Hawk Guaranty as of the date hereof.

7. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay to Lender a non-refundable loan extension fee in the amount of \$17,500.00, plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

8. Miscellaneous.

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

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement or have had the opportunity to review and evaluate the terms hereof, and Borrower, Guarantors and Lender each acknowledges and waives 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.

(c) 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 Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantors 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, this Agreement and the Note Extension Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement and the Note Extension Agreement. Except as expressly

UNOFFICIAL COPY

modified hereby and by the Note Extension Agreement, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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

(f) Any reference to the "Note" contained in any of the Loan Documents shall be deemed to refer to the Second Amended Note as amended by the Note Extension Agreement. Any references to the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents (other than the Second Amended Note) shall be deemed to refer to the Mortgage and the other Loan Documents as amended hereby. 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.

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

(h) Time is of the essence of each of Borrower's obligations under this Agreement.


Signature Page Follows

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.


LENDER:

**NORTH SHORE COMMUNITY
BANK & TRUST COMPANY**

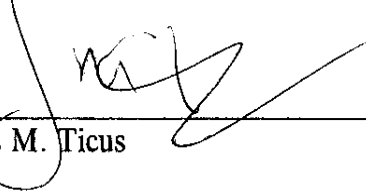
By: 
Name: CHRIS GREEN
Title: SENDER

BORROWER:


**EVANSTON PRAIRIE I, L.L.C.,
an Illinois limited liability company**

By: 
Name: John M. Crocker, Jr.
Title: Manager

GUARANTORS:


James M. Ticus

**J. HAWK DDI, L.L.C.,
an Illinois limited liability company**

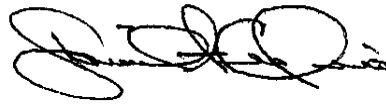
By: 
Name: John M. Crocker, Jr.
Title: Manager

UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRIS ESSEN, OFFICER of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

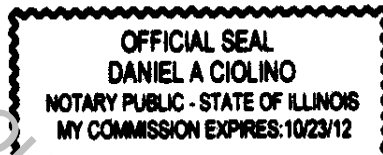
GIVEN under my hand and Notarial Seal this 30TH day of DECEMBER, 2009.



Notary Public

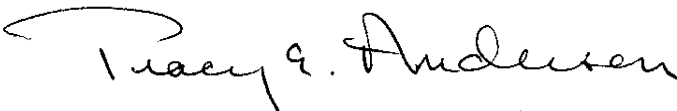
My Commission Expires: 10/23/12

STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)



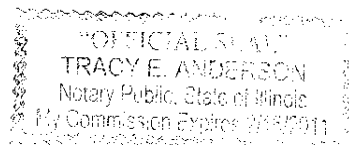
I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Crocker, Jr., the Manager of EVANSTON PRAIRIE I, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of December 2009.



Notary Public

My Commission Expires: 2/15/2011



UNOFFICIAL COPY

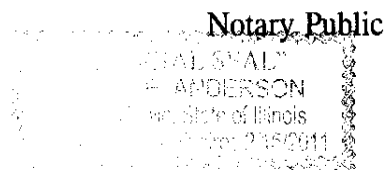
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Crocker, Jr., the Manager of J. HAWK DDI, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of December, 2009.

Tracy A. Anderson

My Commission Expires: 2/15/2011



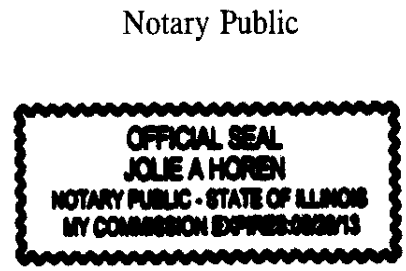
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James M. Ticus, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of December, 2009.

Jolie A. Horen

My Commission Expires: 6/28/13



UNOFFICIAL COPY

EXHIBIT "A"

Original Legal Description:

PINS: 05-34-423-009-0000; 05-34-423-010-0000; 05-34-423-011-0000; and
05-34-423-023-0000

Address: 2607-2617 Prairie Avenue, Evanston, Illinois 60201

PARCEL 1:
LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:
ALL THAT PART OF LOT 4 LYING WEST OF THE EAST LINE OF LOT 5, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4, IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOT 15 IN BLOCK 20, IN NORTH EVANSTON, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 MADE BY AND BETWEEN THE CITY OF EVANSTON AND EVANSTON PRAIRIE I, LLC, FOR THE RIGHT TO INSTALL, MAINTAIN, REPAIR, REPLACE AND UTILIZE FOR THE PURPOSE OF SUBSURFACE WALL AND COLUMN FOOTINGS TO A DEPTH OF SIX FEET UNDER THE EXISTING SIDEWALK ELEVATION OVER THE NORTHEASTERLY 2.75 FEET OF THE PRAIRIE AVENUE RIGHT OF WAY LYING SOUTHWESTERLY, PARALLEL AND ADJOINING THE SOUTHEASTERLY 117.5 FEET OF AFORESAID PARCELS 1, 2 AND 3.

UNOFFICIAL COPY

Current Legal Description:

PINS: 05-34-423-009-0000; 05-34-423-010-0000; 05-34-423-011-0000; and
05-34-423-023-0000

Address: 2607-2617 Prairie Avenue, Units 202, 203, 205, 301, 302, 303, 304, 403, P-1, P-2, P-7, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18 and P-21, Evanston, Illinois 60201

UNIT NOS. 202, 203, 205, 301, 302, 303, 304, 403, P-1, P-2, P-7, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-21, IN THE PRAIRIE CENTRAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

(1) LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1, 5 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(2) ALL THAT PART OF LOT 4 LYING WEST OF THE EAST LINE OF LOT 5, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4, IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(3) LOT 15 IN BLOCK 20, IN NORTH EVANSTON, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

EXCEPTING THAT PART OF (1), (2) AND (3) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 15; THENCE SOUTH 27 DEGREES 57 MINUTES 31 SECONDS EAST, ALONG THE WESTERLY LINE OF (1), (2) AND (3), A DISTANCE OF 53.76 FEET; THENCE NORTH 65 DEGREES 57 MINUTES 57 SECONDS EAST, A DISTANCE OF 3.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 65 DEGREES 57 MINUTES 57 SECONDS EAST (ALONG THE APPROXIMATE CENTER LINE OF WALLS) A DISTANCE OF 8.12 FEET; THENCE

UNOFFICIAL COPY

SOUTH 24 DEGREES 02 MINUTES 03 SECONDS EAST, A DISTANCE OF 4.95 FEET; THENCE NORTH 65 DEGREES 57 MINUTES 57 SECONDS EAST, A DISTANCE OF 7.58 FEET; THENCE SOUTH 23 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 80.19 FEET; THENCE SOUTH 61 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 9.69 FEET; THENCE NORTH 28 DEGREES 05 MINUTES 08 SECONDS WEST, ALONG THE INTERIOR FACE OF WALLS, A DISTANCE OF 1.08 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE NORTH 28 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 5.06 FEET; THENCE NORTH 61 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 0.52 FEET; THENCE NORTH 28 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 6.58 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 1.32 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 1.35 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 11.34 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 3.79 FEET; THENCE SOUTH 62 DEGREES 01 MINUTES 07 SECONDS WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 10.31 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 3.74 FEET; THENCE SOUTH 62 DEGREES 01 MINUTES 07 SECONDS WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 10.24 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 3.70 FEET; THENCE SOUTH 62 DEGREES 01 MINUTES 07 SECONDS WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 11.48 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 1.88 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 1.31 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 1.06 FEET; THENCE NORTH 27 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 6.49 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 50 SECONDS WEST, A DISTANCE OF 0.44 FEET; THENCE NORTH 27 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.07 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 50 SECONDS EAST, A DISTANCE OF 0.44 FEET; THENCE NORTH 27 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 26.90 FEET CITY OF EVANSTON DATUM AND BELOW AN ELEVATION OF 37.06 FEET, IN COOK COUNTY, ILLINOIS.