



Doc#: 1012041008 Fee: \$84.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/30/2010 09:40 AM Pg: 1 of 11

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

Fox, Hefter, Swibel, Levin & Carroll, LLP
200 W. Madison Street, Suite 3000
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO OPEN-END MORTGAGE AND ABSOLUTE
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "First Amendment") is made as of April 20, 2010, by and among SALT CREEK LLC, an Illinois limited liability company ("Salt Creek"), NORTH STAR TRUST COMPANY, an Illinois corporation, not personally but as trustee under a Trust Agreement dated December 20, 2004 and known as Trust Number 04-7869 (the "Trust"; Salt Creek and Trust are individually and collectively, on a joint and several basis, "Mortgagor" or "Assignor"), each having an office and place of business at c/o Marc Realty, 55 East Jackson Blvd., Suite 500, Chicago, Illinois 60604, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor-by-merger to Wachovia Bank National Association, having an office and place of business at 123 North Wacker Drive, Suite 1900, Chicago, Illinois 60606 (together with its successors and assigns, the "Bank").

WITNESSETH:

A. Pursuant to the Loan Agreement dated as of February 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Bank, Mortgagor, Gerald L. Nudo, a natural person, Laurence H. Weiner, a natural person, Elliot M. Weiner, a natural person, and Anne B. Voshel, a natural person, all such natural persons at Tenants in Common (each of the foregoing natural persons are collectively the "Beneficiaries"; Salt Creek, the Trust and the Beneficiaries are individually and collectively the "Borrower"), Bank agreed to make a loan (the "Loan") to Borrower in the original principal amount of \$13,100,000. The Loan is evidenced by the Promissory Note dated February 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Note") executed by Borrower in favor of Bank in the original principal amount of \$13,100,000.

B. The Loan is secured by, among other things, (i) the Open-End Mortgage and Security Agreement and Financing Statement dated as of February 21, 2008 by Salt Creek and the Trust in favor of

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Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Mortgage") and recorded with the Cook County Recorder as Document No. 0806433134 on March 3, 2008, and (ii) the Absolute Assignment of Lessor's Interests in Leases and Rents dated as of February 21, 2008 by Salt Creek and the Trust in favor of Bank (as amended, restated, supplemented or otherwise modified from time to time, the "ALR") and recorded with the Cook County Recorder as Document No. 0806433135 on March 3, 2008.

C. Pursuant to the Second Amendment Agreement of even date herewith among Borrower, Bank and certain guarantors, the parties extended the maturity date of the Loan to February 20, 2013 and amended the Loan in certain other respects as more particularly described therein.

D. The Property is legally described in Exhibit A attached hereto and made part hereof.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this First Amendment by reference as if fully set forth in this Section 1. Wherever the terms and conditions of this First Amendment conflict with the terms and conditions of the Mortgage or the ALR, the terms and conditions of this First Amendment shall control.

2. **Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the respective meanings provided for in the Mortgage, as amended by this First Amendment.

3. **Amendments to the Mortgage and ALR.** The Mortgage and the ALR each is hereby amended as follows:

a. The defined term "Bank" under the Mortgage shall mean WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor-by-merger to Wachovia Bank National Association.

b. The defined term "Bank" under the ALR shall mean WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor-by-merger to Wachovia Bank National Association.

c. The notice address of Bank under each of the Mortgage and the ALR is amended to be:

Wells Fargo Bank, National Association
123 North Wacker Drive, Suite 1900
Chicago, Illinois 60606
Attention: Cynthia Erickson
Loan No. WB-10211

With a copy to:

Wells Fargo Bank, National Association
608 2ND Ave South, 11th Floor
Minneapolis, MN 55402
Attention: Patti Matthews
Loan No. WB-10211

4. **Additional Agreements.** Mortgagor hereby grants and conveys unto Bank a lien and security interest against all deposit accounts now or hereafter owned by either Salt Creek or the Trust

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relating to the Property and maintained with Bank.

5. **Miscellaneous.**

(a) **Captions.** Section captions used in this First Amendment are for convenience only, and shall not affect the construction of this First Amendment.

(b) **Governing Law.** The parties to this First Amendment agree that the rights and obligations of the parties under this First Amendment shall be construed and interpreted in accordance with, and governed by, the internal laws of the State of Illinois.

(c) **Counterparts.** This First Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same First Amendment.

(d) **Successors and Assigns.** This First Amendment shall be binding upon and shall inure to the benefit of Mortgagor and Bank and their respective successors and assigns.

(e) **References.** Any reference to the Mortgage or the ALR contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this First Amendment shall be deemed to include this First Amendment unless the context shall otherwise require.

(f) **Continued Effectiveness.** Except as herein amended, the Mortgage and the ALR each shall remain unaltered and in full force and effect and the Mortgage and the ALR is hereby ratified in all respects.

(g) **Construction.** Mortgagor acknowledges that it has been represented by its own legal counsel in connection with this First Amendment, that it has exercised independent judgment with respect to this First Amendment, and that it has not relied on Bank's counsel for any advice with respect to this First Amendment.

(h) **Trustee Exculpation.** This First Amendment is executed by NORTH STAR TRUST COMPANY ("Trustee"), not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against NORTH STAR TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants, indemnifications, warranties and/or statements contained in this Amendment.

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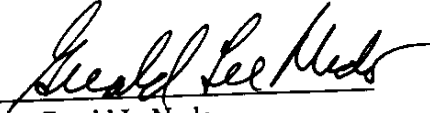
[Signature page follows]

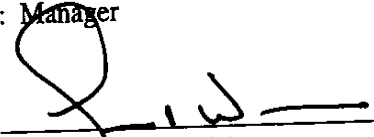
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment dated as of the day and year first above written.


MORTGAGOR:


SALT CREEK LLC,
an Illinois limited liability company

By: 
Name: Gerald L. Nudo
Title: Manager

By: 
Name: Laurence H. Weiner
Title: Manager

NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NO. 04-7869

By: 
Name: Jacqueline Echa
Title: Vice-President

Attest: 
TRUST OFFICER

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor-by-merger to Wachovia Bank National Association

By: _____
Name: _____
Title: _____

Property of Clerk's Office

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

MORTGAGOR:

SALT CREEK LLC,
an Illinois limited liability company

By: _____
Name: Gerald L. Nudo
Title: Manager

By: _____
Name: Laurence H. Weiner
Title: Manager

NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, NOT PERSONALLY BUT AS TRSUTEE UNDER A TRUST AGREEMENT DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NO. 04/569

By: _____
Name: _____
Title: _____

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor-by-merger to Wachovia Bank National Association

By: _____
Name: Cynthia Erickson
Title: VP

Property of Cook County Clerk's Office

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STATE OF IL)
COUNTY COOK) SS

I, JORGE SALAMANCA, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Gerald L. Nudo personally known to me and known by me to be a Manager of SALT CREEK LLC, an Illinois limited liability company, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of APRIL, 2010.

"OFFICIAL SEAL"
JORGE SALAMANCA
Notary Public, State of Illinois


Notary Public

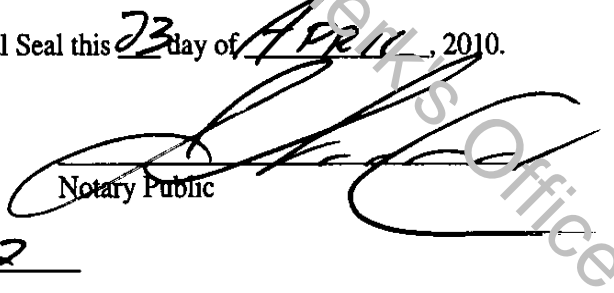
Commission Expires: 06-09-12

STATE OF IL)
COUNTY COOK) SS

I, JORGE SALAMANCA, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Laurence H. Weiner personally known to me and known by me to be a Manager of SALT CREEK LLC, an Illinois limited liability company, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of APRIL, 2010.

"OFFICIAL SEAL"
JORGE SALAMANCA
Notary Public, State of Illinois


Notary Public

Commission Expires: 06-09-12

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STATE OF Illinois
COUNTY Cook) SS
)

I, _____ a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY THAT Jacqueline Esna personally known to me and known by me to be the
Vice-President of NORTH STAR TRUST COMPANY, an Illinois corporation, not personally but as
trustee under a Trust Agreement dated December 20, 2004 and known as Trust Number 04-7869, in whose
name the above and foregoing instrument is executed, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his/her free and voluntary act and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of April, 2010.

Carol Castillo
Notary Public

Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

Before me, _____ a Notary Public of the State and County
aforesaid, personally appeared _____, with whom I am acquainted, and who, upon oath,
acknowledged himself/herself to be the _____ of Wells Fargo Bank, National Association, and
that he/she as such _____, being authorized so to do, executed the this instrument on behalf of
said national association.

Given under my hand and official seal, this ___ day of _____, 2010.

NOTARY PUBLIC

My Commission Expires: _____

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STATE OF _____)
) SS
COUNTY _____)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me and known by me to be the _____ of NORTH STAR TRUST COMPANY, an Illinois corporation, not personally but as trustee under a Trust Agreement dated December 20, 2004 and known as Trust Number 04-7869, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

Before me, Ruth Sindt, a Notary Public of the State and County aforesaid, personally appeared Cynthia Erickson with whom I am acquainted, and who, upon oath, acknowledged himself/herself to be the VP of Wells Fargo Bank, National Association, and that he/she as such VP, being authorized so to do, executed the this instrument on behalf of said national association.

Given under my hand and official seal, this 20th day of April, 2010.

Ruth Sindt
NOTARY PUBLIC

My Commission Expires: 11/6/2012



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EXHIBIT A

Legal Description of Property

PARCEL 1: 2205 - 2255 ENTERPRISE DR. WESTCHESTER
15-30-205-004-0000
THAT PART OF LOTS 1 AND 2 LYING NORTH OF THE FOLLOWING DESCRIBED LINE,

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 2000-2060 E. ALGONQUIN RD.
TRACT 1: SCHAMBURG, ILLINOIS

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 40.0 FEET FOR THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, 385.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 292.51 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 13.96 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 23 MINUTES 54 SECONDS WEST ALONG THE WESTERLY LINE OF SAID FRONTAGE ROAD, 273.76 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 60.0 FEET, A DISTANCE OF 102.28 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE NORTH 67 DEGREES 55 MINUTES 53 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID FRONTAGE ROAD, 249.05 FEET TO AN INTERSECTION WITH A LINE 280.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG SAID PARALLEL LINE, 76.67 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 240.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20

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SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 405.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 308.77 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 47.80 FEET, ARC MEASURE; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 292.51 FEET TO AN INTERSECTION WITH A LINE 40.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH, THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, ALONG SAID PARALLEL LINE, 365.0 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 40.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

EASEMENT FOR THE BENEFIT OF PARCEL 2, TRACTS 1 AND 2 AS CREATED BY GRANT MADE BY CITIZENS BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1977 AND KNOWN AS TRUST NUMBER 66-3411 DATED MARCH 26, 1979 AND RECORDED APRIL 4, 1979 AS DOCUMENT NO. 24904042 FOR STORM SEWER AND WATER DETENTION PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

AND EXCEPTING ANY PART OF PARCEL 3, TRACT 1, AND ALSO EXCEPTING ANY PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEEDS RECORDED AS DOCUMENT NOS. 91092231 AND 91092232; THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE SOUTHEASTERLY ALONG THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD, BEING A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 5679.65 FEET, A DISTANCE OF 10.35 FEET, ARC MEASURE; THENCE SOUTH 68 DEGREES 39 MINUTES 20 SECONDS EAST, 35.27 FEET ALONG THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD, AS WIDENED, FOR A PLACE OF BEGINNING OF THAT TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID, 127.93 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 20 SECONDS EAST, 55.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WHICH IS 190.24 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE, OF ALGONQUIN ROAD, THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 179.76 FEET TO A POINT WHICH IS 370.0 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 5.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 177.68 FEET; THENCE SOUTH 07 DEGREES 43 MINUTES 20 SECONDS WEST, 48.67 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 121.38 FEET TO A POINT ON THE NORTHWESTERLY LINE OF FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 92.0 FEET, A DISTANCE OF 33.18 FEET, ARC MEASURED TO A POINT OF TANGENT; THENCE SOUTH 24 DEGREES 37 MINUTES 50 SECONDS WEST ALONG SAID TANGENT, BEING ALSO A RADIAL LINE OF ALGONQUIN ROAD, 20.02 FEET TO A

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POINT 65.0 FEET, MEASURED RADIALLY, NORTHEASTERLY OF THE CENTER LINE OF SAID ALGONQUIN ROAD AS THEN LOCATED AND ESTABLISHED; THENCE NORTH 68 DEGREES 39 MINUTES 20 SECONDS WEST ALONG A STRAIGHT LINE THAT FORMS AN ANGLE OF 93 DEGREES 17 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED FROM NORTH, 165.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 6 AND 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 775.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 505.51 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 76 DEGREES 41 MINUTES 50 SECONDS EAST, 315.57 FEET TO THE SOUTHEAST CORNER OF LOT 147 IN SAID PLUM GROVE ESTATES UNIT NO. 4, AND THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID FRONTAGE ROAD THE FOLLOWING FOUR COURSES; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 4,961.15 FEET, A DISTANCE OF 45.97 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 20 MINUTES 14 SECONDS WEST TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 350.0 FEET, A DISTANCE OF 352.27 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 03 MINUTES 51 SECONDS WEST, 337.59 FEET, TO A POINT OF TANGENT; THENCE SOUTH 59 DEGREES 52 MINUTES 52 SECONDS WEST, 214.63 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 247.35 FEET, ARC MEASURE, TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, THROUGH THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 306.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 362.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, 8.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 280.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 4.0 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 46 SECONDS WEST, 280.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

07-01-200-055-0000
 07-01-200-056-0000
 07-12-201-002-0000
 07-12-201-020-0000
 08-06-100-006-0000