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**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Katten Muchin Rosenman LLP  
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Chicago, Illinois 60661-3693  
Attn: Rachel S. Brown, Esq.



Doc#: 1101304156 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/13/2011 11:41 AM Pg: 1 of 14

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Property of Cook County Clerk's Office

**FIRST AMENDMENT TO  
MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

BY

**VERSAILLES WEST ASSOCIATES,**

an Illinois limited partnership,

as Borrower,

TO

**METROPOLITAN LIFE INSURANCE COMPANY,**

a New York corporation,

as Lender

Dated as of: December 7, 2010

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**Box 400-CTCC**

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## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This **FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING** (this "First Amendment") is entered into as of December 7, 2010 by and between **VERSAILLES WEST ASSOCIATES**, an Illinois limited partnership, having an address of c/o RMK Management Corp., One North Franklin, Suite 700, Chicago, Illinois 60606, as borrower ("Borrower"), and **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, having its principal place of business at 10 Park Avenue, Morristown, New Jersey 07962, as lender ("Lender").

### RECITALS

**WHEREAS**, Borrower is the owner in fee simple of that certain parcel of land and the improvements legally described on Exhibit A attached hereto and made a part hereof (the "Property").

**WHEREAS**, on May 31, 2007, Lender made a loan to Borrower in the aggregate principal amount of Thirty-One Million and 00/100 Dollars (\$31,000,000.00) (the "Loan"). In connection with the Loan, Borrower executed that certain Promissory Note in favor of Lender, dated as of May 31, 2007, in the original principal amount of \$31,000,000.00, which has a maturity date of June 1, 2014 (the "Note").

**WHEREAS**, the Note and the obligations of Borrower thereunder are secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing dated as of May 31, 2007, by Borrower, in favor of Lender, and recorded with the Official Recorder of Cook County, Illinois on June 5, 2007, as Document No. 0715635020 (the "Mortgage"), (ii) that certain Renovation Guaranty (Of Payment and Completion) dated as of May 31, 2007 (the "Renovation Guaranty"), executed by the Guarantor (as defined in the Renovation Guaranty), and (iii) the other Loan Documents (as defined in the Mortgage).

**WHEREAS**, the parties intend to amend the terms of the Mortgage and other Loan Documents, to, among other things, extend the completion date of the Renovations (as defined in the Mortgage).

**WHEREAS**, concurrently with the execution of this First Amendment, the parties are also entering into that certain First Amendment to the Renovation Guaranty (the "Renovation Guaranty Amendment"), whereby the parties are expressly extending the completion date of the Renovations under the terms of the Renovation Guaranty.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid to Lender by Borrower, the parties hereby agree as follows:

I. **Defined Terms**. Any terms which are capitalized in this First Amendment, but not defined herein, shall have the meanings ascribed to such terms in the Mortgage.

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II. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:

1. The first sentence of Section 15.05 of the Mortgage, which is contained on page thirty-eight of the Mortgage, is hereby deleted and the following language is inserted in lieu thereof: "On or before March 31, 2013, Borrower shall have completed the renovation of the Property, in accordance with the budget, schedule and scope of work attached to the Renovation Guaranty (such budget, schedule and scope of work are individually or collectively, as the context may require, the "Renovation Documents") in a manner reasonably acceptable to Lender (such renovations and improvements are the "Renovations"), it being agreed that with regard to those Renovations to the individual apartment units at the Property, such Renovations need only be made to ninety-five percent (95%) of such individual apartment units.

III. **Conditions Precedent:** The following shall be conditions precedent to the effectiveness of this First Amendment:

1. Borrower must deliver a date down title endorsement to Lender's title insurance policy for the Property, in form and content satisfactory to Lender, to be obtained at Borrower's expense, insuring that the Mortgage (as amended by this First Amendment) constitutes a valid first lien against the Property, and naming Lender as insured mortgagee, in the maximum principal amount of the indebtedness owed to Lender under the terms of the Note and the Loan Documents, with no title defects, encumbrances, exceptions or exclusions other than those that are approved by Lender in its reasonable discretion. Such policy shall contain any and all endorsements requested by Lender, in form and content satisfactory to Lender in its reasonable discretion.

2. Borrower shall have delivered to Lender (i) an executed original of this First Amendment; and (ii) an executed original of the Renovation Guaranty Amendment.

3. Borrower shall pay to Lender, in immediately available funds, the amount of all costs, fees and expenses incurred by Lender in connection with (i) the negotiation and preparation of this First Amendment, the Renovation Guaranty Amendment and all other documents executed and delivered pursuant thereto; and (ii) the transactions contemplated by this First Amendment, the Renovation Guaranty Amendment and all other documents executed and delivered pursuant thereto (including, without limitation, recording costs, filing fees, title insurance and title examination costs, legal and attorneys' fees and all other closing costs and expenses).

IV. **Agreements Continue.** All the terms, provisions, stipulations, powers, and covenants in the Mortgage, the Indemnity Agreement and the other Loan Documents are hereby ratified and confirmed and shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, except as otherwise changed or modified by the express terms of this First Amendment.

V. **Covenants and Warranties of Borrower.** Borrower hereby reaffirms in their entirety all of the covenants, agreements, representations and warranties listed in the Mortgage,

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the Indemnity Agreement and the other Loan Documents, as of the date hereof, and Borrower further represents and covenants to Lender, and acknowledges that:

1. As of the date hereof, the Mortgage and Loan Documents, as amended, are in full force and effect, and Borrower is not in default in the payment of any sums, charges or obligations under the Mortgage or Loan Documents or in the payment or performance of any covenants, agreements or conditions of Borrower contained in the Mortgage or Loan Documents. Following the execution and delivery of this First Amendment, the Mortgage and Loan Documents continue to be the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to the limitations imposed by general principles of equity.
2. Borrower is in good standing and is validly existing under the laws of the State of its formation or organization and in the State where the Property is located and has the requisite power and authority to execute and deliver this First Amendment and to perform under the Mortgage and Loan Documents. The execution and delivery of this First Amendment and performance under the Mortgage and Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower. This First Amendment has been duly executed and delivered on behalf of Borrower.
3. There is no litigation or proceedings pending, or to the best of Borrower's knowledge threatened, against the Property or Borrower which could, if adversely determined, cause a material adverse change with respect to Borrower or the Property.
4. No consent, approval or authorization of or declaration, registration or filing with any governmental authority or non-governmental person or entity, including any creditor, partner, or member of Borrower, is required, except for the consent of any and all applicable members of Borrower, which consent has already been given, in connection with the execution, delivery and performance of this First Amendment other than the recordation of this First Amendment. Neither Borrower, nor any member in Borrower is insolvent and there has been no: (i) assignment made for the benefit of the creditors of any of them; (ii) appointment of a receiver for any of them or for the property of any of them; or (iii) bankruptcy, reorganization, or liquidation proceeding instituted by or against any of them.
5. As of the date hereof, Borrower has no right or claim of set-off, discount, deduction, defense or counterclaim or any other claim that could be asserted in any action brought to enforce the Mortgage or Loan Documents or otherwise asserted against Lender in connection with the Loan.
6. Borrower represents and warrants that from and after the date hereof the liens of the Mortgage and Loan Documents shall secure the Note to the same extent as if the amendments made herein were set forth and described in the Loan Documents.
7. Borrower represents and warrants that Lender is not in default of any obligations under the Note, the Mortgage, the Indemnity Agreement or the other Loan Documents.

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8. Borrower hereby unconditionally, irrevocably, absolutely and forever waives and surrenders any and all defenses, setoffs, claims, counterclaims or deductions against Lender, the Loan or the enforcement thereof by Lender against Borrower and the Property, arising out of or related to any facts, circumstances, events or happenings occurring on or prior to the date hereof.

VI. **No Waiver.** Notwithstanding anything contained in this First Amendment to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower acknowledges and agrees that Lender has not waived any of its rights or remedies under the Mortgage, the Indemnity Agreement or the other Loan Documents, nor has Lender waived any of the duties or obligations of Borrower thereunder. No waiver by Lender of any covenant or condition under the Mortgage, the Indemnity Agreement or the other Loan Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Mortgage, the Indemnity Agreement or the other Loan Documents shall be deemed waived by Lender unless waived in writing.

VII. **Further Assurances.** Borrower shall, without expense to Lender, execute, cause to be executed, acknowledge, cause to be acknowledged, deliver, and cause to be delivered all further documents, deeds, conveyances, mortgages, assignments, security agreements, financing statements or other documentation as Lender shall from time to time reasonably require, to assure and confirm unto Lender the rights conveyed by the Mortgage and this First Amendment, or for carrying out the intentions of this First Amendment, the Renovation Guaranty Amendment, or any of the Loan Documents, or facilitating the performance of the terms of this First Amendment, the Renovation Guaranty Amendment, or any of the Loan Documents, or for the filing, re-filing, registering, re-registering, recording or re-recording of this First Amendment or the Renovation Guaranty Amendment.

VIII. **Miscellaneous.**

1. Time is of the essence with respect to the payment, performance and observance of each and every covenant, agreement, condition, representation, warranty and obligation of Borrower under the Loan Documents.

2. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

3. None of the covenants, terms or conditions of this First Amendment shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.

4. If any provision of this First Amendment should be held unenforceable or void, then that provision shall be deemed separable from the remaining provisions and shall not affect the validity of this First Amendment.

5. This First Amendment contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants,

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representations, warranties, statements or conditions, oral or otherwise, of any kind with respect to the subject matter hereof.

6. In the event of any inconsistency between the terms of the Loan Documents and the terms of this First Amendment, the terms of this First Amendment shall control.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

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**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**  
Cook County Clerk's Office

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IN WITNESS WHEREOF, Lender and Borrower have executed this First Amendment as of the date first above written.

**LENDER:**

**METROPOLITAN LIFE INSURANCE COMPANY,**  
a New York corporation

By: *Elizabeth S. Clark* AME  
KCT  
Name: ELIZABETH S. CLARK  
Its: MANAGING DIRECTOR

**BORROWER:**

**VERSAILLES WEST ASSOCIATES,**  
an Illinois limited partnership

By: *Thomas F. Moran*  
Name: Thomas F. Moran  
Title: General Partner

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STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On December 7, 2010, before me, Pattie L. Moore a Notary Public, personally appeared Elizabeth Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pattie L. Moore (Seal)

My commission expires: 9/24/11





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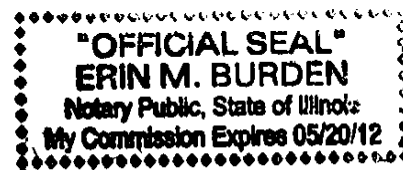
STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On November 23, 2010, before me, Erin M. Burden a Notary Public, personally appeared Thomas F. Moran, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Erin M. Burden (Seal)

My commission expires: 5/20/12



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

STREET ADDRESS:

CITY: COUNTY: COOK

TAX NUMBER:

0714101012

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 58 (GOLF ROAD), SAID SOUTH RIGHT OF WAY LINE BEING THE NORTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17308400 AND A STRAIGHT LINE DRAWN FROM THE NORTH WEST CORNER OF SAID LOT 1 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 10 IN HOFFMAN ESTATES 1 SUBDIVISION ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1612242 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17308400, EXTENDED EAST, THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, THENCE SOUTH ALONG THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 14 FOR 323 FEET, FOR A PLACE OF BEGINNING, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 157 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSES FOR A DISTANCE OF 350 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 257.51 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 289.01 FEET, THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 86 DEGREES 10 MINUTES 50 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, THENCE WEST ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR A DISTANCE OF 838.88 FEET TO THE SOUTHWEST CORNER OF NORTHEAST 1/4 OF THE NORTH WEST 1/4 OF

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SECTION 14, THENCE NORTH ALONG THE WEST LINE THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14 FOR A DISTANCE OF 818.80 FEET TO A POINT IN A LINE 450 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF ROUTE 58 (GOLF ROAD), THENCE EAST ALONG A LINE 450 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTH RIGHT OF WAY OF LINE OF GOLF ROAD FOR A DISTANCE OF 500.52 FEET TO A POINT IN THE EAST LINE OF THE WEST 500 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, THENCE NORTH ALONG THE EAST LINE OF AFORESAID WEST 500 FEET FOR A DISTANCE OF 160.17 FEET TO A POINT IN A LINE 290 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF GOLF ROAD, THENCE EAST ALONG A LINE 290 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTH RIGHT OF WAY OF GOLF ROAD FOR A DISTANCE OF 305.32 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID WEST 805 FEET FOR A DISTANCE OF 232.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENTS AND COVENANTS DATED JULY 6, 1971 AND RECORDED MAY 31, 1973 AS DOCUMENT 22343638 FROM VERSAILLES ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 12, 1970 AND KNOWN AS TRUST NUMBER 54685 IN, TO, UPON, OVER AND ROADWAYS AN EASEMENT, LICENSE AND RIGHT OF USE FOR THE PURPOSES OF INGRESS TO THE PHASE TWO PROPERTY FROM PLUM GROVE ROAD AND EGRESS FROM THE PHASE TWO PROPERTY TO PLUM GROVE ROAD OVER THE PROPERTY DESCRIBED IN EXHIBIT C ATTACHED THERETO.

## PARCEL 3:

PARKING EASEMENTS FOR THE PURPOSES OF CONSTRUCTION, MAINTENANCE, OPERATING, REPAIR AND REPLACEMENT OF PARKING FACILITIES FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT FROM VERSAILLES ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, TO VERSAILLES WEST ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, DATED MAY 1, 1973 AND RECORDED MAY 31, 1973 AS DOCUMENT 22343641.

## LEGAL DESCRIPTION OF PARKING EASEMENTS:

### PARKING EASEMENT NO. 1:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST QUARTER WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17308400 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE

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WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR 283 FEET FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 77 DEGREES TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 15 FEET MORE OR LESS TO THE WEST EDGE OF AN EXISTING PAVEMENT; THENCE NORTHERLY ALONG THE WEST EDGE OF AN EXISTING PAVEMENT BEING A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 400 FEET AND WHOSE TANGENT FORMS AN ANGLE OF 90 DEGREES WITH AN EXTENSION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 101.23 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 42 MINUTES TO THE LEFT WITH AN EXTENSION TO THE NORTH OF A TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 24.76 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID WEST 805 FEET FOR A DISTANCE OF 95.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARKING EASEMENT NO. 2:

THAT PART OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17308400 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR 323 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 157 FEET FOR A POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 50 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 135 DEGREES TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 70.71 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 135 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARKING EASEMENT NO. 3

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17308400 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF

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FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR 323 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 157 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 350 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108 FEET FOR A POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 70 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 80 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 70 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 80 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARKING EASEMENT NO. 4

THAT PART OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17308400 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR 323 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 157 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 350 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 110 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG A EXTENSION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 80 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 80 FEET; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 217 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 113 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 72 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 87 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 23 DEGREES TO THE RIGHT ANGLES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 43 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 26 DEGREES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 70 FEET; THENCE NORTHWESTERLY 95.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

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PROPOSED NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AN EASEMENT AGREEMENT RECORDED ~ AS DOCUMENT ~ FOR THE PURPOSES OF TAPPING INTO AND UTILIZING SERVICE FROM THE ADJOINING PROPERTY MORE PARTICULARLY DESCRIBED BELOW, TO THE EXTENT SUCH SERVICE IS REASONABLY REQUIRED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR, OPERATION AND REPLACEMENT OF UTILITIES AND PROJECTS:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE SOUTH LINE OF LOT 1 IN MEINEKE'S HONEYDALE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17308400 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION EXTENDED EAST, THENCE WEST ALONG THE SOUTH LINE OF SAID MEINEKE'S HONEYDALE SUBDIVISION AND AN EXTENSION THEREOF FOR A DISTANCE OF 540.89 FEET TO A POINT IN THE EAST LINE OF THE WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF WEST 805 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR 323 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 157 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 350 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 257.51 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 289.01 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 86 DEGREES 10 MINUTES 50 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 120 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR A DISTANCE OF 507.07 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, FOR A DISTANCE OF 1041.19 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 82L7832, IN COOK COUNTY, ILLINOIS.