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Doc#: 1102122086 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/21/2011 01:26 PM Pg: 1 of 12

**PREPARED BY AND UPON  
RECORDATION, RETURN TO:**

SEYFARTH SHAW LLP  
1075 PEACHTREE STREET N.E., SUITE 2500  
ATLANTA, GEORGIA 30309  
ATTENTION: Jay Wardlaw, Esq.

**Please Cross-Reference to:**

Mortgage and Security Agreement  
recorded on January 30 2008  
as Document Number 0803018093,  
Cook County, Illinois Records

CNL INCOME EAGL NORTH GOLF, LLC , as mortgagor  
(Borrower)

to

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as mortgagee  
(Lender)

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

(Mission Hills - First)

Date: August 17, 2010

Location: 1677 W. Mission Hills Road  
Northbrook, Illinois

County: Cook

Prudential Loan No.: 706107825

**NCS-297819Y-1**

Prudential Loan No. 706107825  
CNL Golf Portfolio Modification  
First Amendment to Mortgage and  
Security Agreement (Mission Hills - First)  
12533733v.1 / 28227-000939

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## FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (Mission Hills - First)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made as of the 17th day of August, 2010, by and between CNL INCOME EAGL NORTH GOLF, LLC, a Delaware limited liability company, having its principal place of business at c/o CNL Lifestyle Properties, Inc., 450 South Orange Avenue, Orlando, Florida 32801, as grantor ("Borrower"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having an office at c/o Prudential Asset Resources, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, as grantee ("Lender").

### WITNESSETH:

**WHEREAS**, Lender made a loan (the "Loan") in the original principal amount of TWENTY-THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$23,800,000.00) to Borrower; and

**WHEREAS**, the Loan is evidenced by that certain Promissory Note dated as of January 25, 2008, in the face principal amount of TWENTY-THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$23,800,000.00), made by Borrower and payable to the order of Lender (said Promissory Note is hereinafter referred to as the "Original Note"), and the Original Note, together with all other documents, instruments and agreements now or hereafter evidencing or securing the repayment of, or otherwise pertaining to the Loan, being herein referred to collectively as the "Original Documents"; and

**WHEREAS**, the Original Note is secured, in part, by (i) that certain Mortgage and Security Agreement from Borrower to Lender, dated as of January 25, 2008 (the "Original Security Deed"), and recorded as Document No. 0803018093, in the Office of the Cook County, Illinois Recorder of Deeds (the "Official Records"), and (ii) that certain Assignment of Leases and Rents from Borrower to Lender, dated as of January 25, 2008 (the "Original Assignment"), and recorded as Document No. 0803018094, Official Records, which Original Security Deed and Original Assignment encumber the premises described on Exhibit A attached hereto and made part hereof (the "Property"); and

**WHEREAS**, Borrower and certain affiliates of Borrower (collectively, the "Borrowers") have requested that Lender modify the terms of the Loans (as defined in that certain Collateral Loan Agreement dated as of January 25, 2008, by and among Borrowers and Lender (the "Original Loan Agreement")), including, without limitation, the Loan, in certain respects, including the extension of the maturity date of the Loans to February 5, 2016 (such transaction, the "Loan Modification Transaction"), and, in exchange for a partial paydown of the outstanding principal balance of the Loans made by Borrowers as of the date hereof in the aggregate sum of Nine Million and No/100 Dollars (\$9,000,000.00), and other good and valuable consideration, Lender is willing to enter into the Loan Modification Transaction in accordance with the terms of (i) that certain Amended and Restated Collateral Loan Agreement dated as of the date hereof, by and among Borrowers, CNL Gatlinburg Partnership, LP, a Delaware limited partnership, and Lender (the "Amended and Restated Loan Agreement"; the Original Loan Agreement, as amended and restated in its entirety by the Amended and Restated Loan Agreement, is referred to herein as the "Loan Agreement"), (ii) this Amendment, (iii) that certain First Amendment to Promissory Note dated as of the date hereof with respect to the Original Note (the "Note Amendment"; the Original Note, as amended by the Note Amendment, is referred to here in as the "Note"), and (iii) all other documents, instruments and agreements required by Lender to be

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executed and/or delivered in connection with the Loan Modification Transaction (such documents, instruments and agreements, collectively, the "**Loan Modification Documents**"; the Original Documents, as amended, modified and supplemented by the Loan Modification Documents, are referred to herein as the "**Documents**"); and

**WHEREAS**, Borrower and Lender have agreed to modify the terms and provisions of the Original Security Deed as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Original Security Deed as follows:

1. Recitals. The foregoing recitals are an integral part of this Amendment and are incorporated herein by this reference.
2. Amendment of Original Security Deed. Effective as of the date of this Amendment, the terms, covenants and provisions of the Original Security Deed are hereby modified and amended as set forth below:
  - (a) Recital 4 in the Original Security Deed is hereby amended to reflect that the maturity date of the Note has been extended to **February 5, 2016**.
  - (b) All references in the Original Security Deed to "the Note" are hereby deemed modified and amended to mean and refer to the Original Note, as modified and amended by the Note Amendment, and any renewals, extensions or modifications thereof and all substitutions therefor. All references in the Original Security Deed to the "Loan Agreement" are amended to mean and refer to the Amended and Restated Loan Agreement. All references in the Original Security Deed to "the Documents" are hereby deemed modified and amended to mean and refer to the Original Documents, as modified, amended and supplemented by the Loan Modification Documents.
3. Security Title and Security Interest Unaffected. Borrower and Lender further acknowledge and agree that the Original Security Deed and the security title and security interest created thereby, as amended hereby, remain in place and in full force and effect with respect to the Property, all without impairing or affecting the security title or priority of the Original Security Deed, as amended herein, or improving the position of any subordinate lien or security title holder with respect thereto.
4. Miscellaneous.
  - (a) Capitalized terms used in this Amendment and not otherwise defined have the meanings ascribed to them in the Original Security Deed.
  - (b) Borrower shall promptly cause this Amendment to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of the Original Security Deed, as amended herein, upon, and the interest of Lender in, the Property. Borrower will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Amendment, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the filing, registration, recording, execution and delivery of this Amendment and Borrower shall hold

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harmless and indemnify Lender against any liability incurred by reason of the imposition of any tax on the issuance, making, filing, registration or recording of this Amendment.

(c) Except as expressly modified pursuant to this Amendment, all of the terms, covenants and provisions of the Original Security Deed shall continue in full force and effect. In the event of any conflict or ambiguity between the terms, covenants and provisions of this Amendment and those of the Original Security Deed, the terms, covenants and provisions of this Amendment shall control. Further, the Original Documents are hereby modified and amended so that all references to the "Deed to Secure Debt," the "Security Deed," the "Instrument" or the "Security Instrument" in the Original Documents shall mean and refer to the Original Security Deed, as modified by this Amendment.

(d) This Amendment constitutes a modification of the Original Security Deed and is not intended to and shall not extinguish any of the indebtedness or obligations of Borrower under the Note, the Original Security Deed or any other documents or instrument executed and delivered in connection therewith in such a manner as would constitute a release or novation of the original indebtedness or obligations of Borrower under the Note or the Original Security Deed or any of such other documents or instruments, nor shall this Amendment affect or impair the priority of any liens created thereby, it being the intention of the parties hereto to preserve all liens and security interests securing payment of the Note, which liens and security interests are acknowledged by Borrower to be valid and subsisting against the Property and any other security or collateral for the Loan.

(e) Borrower represents and warrants that (1) subject to the terms of this Amendment, to Borrower's knowledge, as of the date hereof there are no offsets, counterclaims or defenses against the indebtedness evidenced by the Note or against the enforcement of the Original Security Deed, (2) Borrower, and the undersigned representative of Borrower, has full power, authority and legal right to execute this Amendment and to keep and observe all of the terms of this Amendment on Borrower's part to be observed and performed, (3) subject to the terms of this Amendment, the Note, the Original Security Deed and this Amendment constitute valid and binding obligations of Borrower, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally and subject to general principles of equity, and (4) subject to the terms of this Amendment, to Borrower's knowledge, as of the date hereof, Borrower has no claims, counterclaims or offsets of any nature whatsoever against Lender or any previous holder of the indebtedness evidenced by the Note or any portions thereof.

(f) This Amendment may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

(g) The provisions hereof shall be binding upon Borrower and Lender and their respective heirs, devisees, representatives, successors and assigns, including successors in interest of Borrower in and to all or any part of the Property, and shall inure to the benefit of Lender and Borrower and their respective heirs, successors, substitutes and assigns. All references in this Amendment to "Borrower" or "Lender" shall be construed as including all of such other persons with respect to the person referred to.

(h) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same instrument.

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(i) Nothing contained herein is intended to or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein.

(j) If any provisions of this Amendment shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason as to any person or circumstance, such provision or provisions shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Amendment.

(k) This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered under seal as of the day and year first above set forth.

BORROWER:

**CNL INCOME EAGL NORTH GOLF, LLC**, a Delaware limited liability company

By: *Holly Greer* [SEAL]  
Name: Holly Greer  
Title: Vice President

STATE OF GEORGIA )

COUNTY OF FULTON )

I, Hannah Grant a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Holly Greer, personally known to me to be the Vice President of CNL INCOME EAGL NORTH GOLF, LLC, a Delaware limited liability company, whose name is subscribed to the within document, appeared before me this day in person and acknowledged that she signed and delivered said Instrument thereto as such Vice President of said limited liability company, as her free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13<sup>th</sup> day of August, 2010.

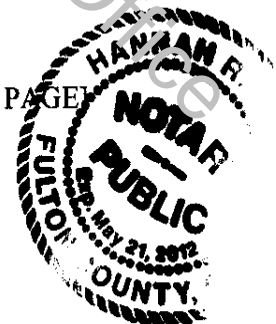
My Commission Expires:

5-21-12

*Hannah Grant*  
Notary Public  
Printed Name: Hannah Grant  
County of Residence: FULTON

[SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]





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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]  
[SIGNATURE PAGE TO FIRST AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT]

LENDER:

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**, a New Jersey corporation

By: [Signature]  
Name: Paul Greyer  
Title: Vice President

[CORPORATE SEAL]

STATE OF Texas )

COUNTY OF Dallas )

I, Amy Fierke a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Paul Greyer, personally known to me to be the Vice  
President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation,  
whose name is subscribed to the within document, appeared before me this day in person and  
acknowledged that she signed and delivered said instrument thereto as such Vice President of said  
corporation, as 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 13 day of August, 2010.

My Commission Expires:

1/11/2014

Amy K. Fierke  
Notary Public  
Printed Name: Amy K. Fierke  
County of Residence: Dallas

[SEAL]



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## EXHIBIT "A"

### Legal Description:

LOTS 1, 2 AND 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 18 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST QUARTER, 56.08 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE WEST ALONG THE NORTH LINE THEREOF, 176.69 FEET TO THE CENTERLINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID NORTHWEST QUARTER, 154.01 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 190.00 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOT 2 OF THE COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2, IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CENTERLINE OF SANDERS ROAD; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID LOT 2, AND THE CENTERLINE OF TECHNY ROAD, 640.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF TECHNY ROAD, AND ON THE SOUTH LINE OF THE AFORESAID LOT 2; THENCE NORTH, AT RIGHT ANGLES TO THE PRECEDING COURSE 50.00 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 561.10 FEET TO A POINT, THENCE WITH A DEFLECTION ANGLE OF 78 DEGREES 09 MINUTES 20 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE EXTENDED, 522.36 FEET TO A POINT, THENCE WITH A DEFLECTION ANGLE OF 4 DEGREES 36 MINUTES 35 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, 301.40 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 84 DEGREES, 17 MINUTES 20 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SANDERS ROAD, 896.92 FEET TO THE POINT OF BEGINNING), AND (EXCEPT THAT PART OF LOTS 1, 2 AND 3, LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 1 AND 2, BEING ALSO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 18, 2356.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING ON THE LAST DESCRIBED COURSE, WHICH IS ALSO THE EAST LINE OF SAID LOT 3, 140.05 FEET TO THE CENTER LINE OF TECHNY ROAD; THENCE NORTH 71 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG THE CENTERLINE OF TECHNY ROAD, 440.83 FEET TO THE SOUTH LINE OF SAID LOT 2, WHICH LINE IS ALSO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 40 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND THE CENTERLINE OF TECHNY ROAD, 1518.28 FEET TO A POINT 640.00 FEET EASTERLY OF THE CENTERLINE OF SANDERS ROAD; THENCE NORTHERLY AT RIGHT ANGLES TO



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THE PRECEDING COURSE 50.00 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 229.80 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 86 DEGREES 44 MINUTES 45 SECONDS WEST, 210.36 FEET; THENCE NORTH 20 DEGREES 14 MINUTES 55 SECONDS WEST, 163.77 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 39 SECONDS WEST, 186.53 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 38 SECONDS WEST, 40.86 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 51 SECONDS WEST, 293.21 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 46 SECONDS EAST, 86.65 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 29 SECONDS WEST, 72.43 FEET; THENCE NORTH 16 DEGREES 32 MINUTES 57 SECONDS EAST, 53.43 FEET; THENCE NORTH 07 DEGREES 04 MINUTES 59 SECONDS WEST, 169.57 FEET; THENCE NORTH 12 DEGREES 11 MINUTES 02 SECONDS WEST, 323.48 FEET; THENCE NORTH 40 DEGREES 12 MINUTES 46 SECONDS WEST, 59.99 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 06 SECONDS EAST, 187.46 FEET; THENCE SOUTH 40 DEGREES 33 MINUTES 40 SECONDS EAST, 207.21 FEET; THENCE SOUTH 40 DEGREES 17 MINUTES 10 SECONDS EAST, 159.96 FEET; THENCE SOUTH 05 DEGREES 58 MINUTES 20 SECONDS EAST, 78.04 FEET; THENCE SOUTH 52 DEGREES 12 MINUTES 56 SECONDS EAST, 169.91 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 41 SECONDS EAST, 158.30 FEET; THENCE SOUTH 65 DEGREES 03 MINUTES 09 SECONDS EAST, 205.73 FEET; THENCE SOUTH 79 DEGREES 40 MINUTES 11 SECONDS EAST, 169.64 FEET; THENCE SOUTH 74 DEGREES 41 MINUTES 01 SECONDS EAST, 150.79 FEET; THENCE NORTH 31 DEGREES 47 MINUTES 23 SECONDS EAST, 248.75 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 54 SECONDS EAST, 307.51 FEET; THENCE NORTH 38 DEGREES 58 MINUTES 28 SECONDS EAST, 256.18 FEET; THENCE NORTH 25 DEGREES 12 MINUTES 50 SECONDS EAST, 217.56 FEET; THENCE NORTH 15 DEGREES 06 MINUTES 30 SECONDS EAST, 159.83 FEET; THENCE NORTH 35 DEGREES 03 MINUTES 27 SECONDS WEST, 120.28 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 46 SECONDS WEST, 141.04 FEET; THENCE SOUTH 65 DEGREES 00 MINUTES 37 SECONDS WEST, 156.16 FEET; THENCE SOUTH 48 DEGREES 18 MINUTES 11 SECONDS WEST, 99.78 FEET; THENCE SOUTH 20 DEGREES 37 MINUTES 43 SECONDS WEST, 129.20 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 35 SECONDS WEST, 196.42 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS WEST, 347.47 FEET; THENCE NORTH 57 DEGREES 18 MINUTES 13 SECONDS WEST, 204.08 FEET; THENCE NORTH 77 DEGREES 38 MINUTES 13 SECONDS WEST, 286.22 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 52 SECONDS WEST, 171.49 FEET; THENCE NORTH 03 DEGREES 20 MINUTES 25 SECONDS EAST, 160.06 FEET; THENCE SOUTHWEST ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET FOR A DISTANCE OF 47.55 FEET (BEARING OF THE CHORD OF SAID CURVE IS SOUTH 78 DEGREES 39 MINUTES 25 SECONDS WEST); THENCE SOUTH 69 DEGREES 38 MINUTES 25 SECONDS WEST, 83.00 FEET; THENCE SOUTH 60 DEGREES 32 MINUTES 49 SECONDS WEST, 54.00 FEET; THENCE SOUTH 57 DEGREES 59 MINUTES 04 SECONDS WEST, 34.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 137.00 FEET FOR A DISTANCE OF 62.75 FEET (BEARING OF CHORD OF SAID CURVE IS SOUTH 00 DEGREES 57 MINUTES 23 SECONDS EAST); THENCE SOUTH 84 DEGREES 43 MINUTES 07 SECONDS WEST, 51.24 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 30 SECONDS WEST, 160.66 FEET TO THE CENTERLINE OF SANDERS ROAD; THENCE NORTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, ALONG THE CENTERLINE OF SANDERS ROAD 148.04 FEET TO A LINE 190.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS EAST, ALONG SAID LINE 190.00 FEET SOUTH, 181.81 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 15 SECONDS WEST, 4.87 FEET; THENCE NORTH 83 DEGREES

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49 MINUTES 18 SECONDS EAST, 72.38 FEET; THENCE NORTH 54 DEGREES 32 MINUTES 16 SECONDS EAST, 99.64 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 18 SECONDS EAST, 30.20 FEET; THENCE NORTH 69 DEGREES 45 MINUTES 39 SECONDS EAST, 45.09 FEET; THENCE SOUTH 46 DEGREES 51 MINUTES 56 SECONDS EAST, 96.44 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 03 SECONDS EAST, 73.03 FEET; THENCE NORTH 14 DEGREES 30 MINUTES 34 SECONDS EAST, 46.70 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 45 SECONDS EAST, 139.71 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 55 SECONDS EAST, 115.79 FEET; THENCE SOUTH 49 DEGREES 02 MINUTES 07 SECONDS EAST, 126.01 FEET; THENCE SOUTH 75 DEGREES 17 MINUTES 37 SECONDS EAST, 109.07 FEET; THENCE NORTH 28 DEGREES 51 MINUTES 16 SECONDS EAST, 26.98 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 09 SECONDS EAST, 185.43 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 47 SECONDS EAST, 303.47 FEET; THENCE NORTH 83 DEGREES 40 MINUTES 21 SECONDS EAST, 259.14 FEET; THENCE NORTH 31 DEGREES 13 MINUTES 44 SECONDS EAST, 118.25 FEET; THENCE NORTH 36 DEGREES 36 MINUTES 34 SECONDS EAST, 292.58 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 11 SECONDS EAST, 193.44 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 41 SECONDS EAST, 131.63 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 09 SECONDS EAST, 269.28 FEET; THENCE SOUTH 20 DEGREES 33 MINUTES 46 SECONDS WEST, 81.17 FEET; THENCE SOUTH 41 DEGREES 19 MINUTES 13 SECONDS WEST, 256.59 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 21 SECONDS WEST, 150.29 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 17 SECONDS EAST, 154.30 FEET; THENCE SOUTH 17 DEGREES 49 MINUTES 56 SECONDS WEST, 154.85 FEET; THENCE SOUTH 03 DEGREES 35 MINUTES 32 SECONDS EAST, 224.24 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 48 SECONDS EAST, 127.18 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 41 SECONDS EAST, 128.56 FEET; THENCE SOUTH 06 DEGREES 12 MINUTES 12 SECONDS EAST, 72.65 FEET; THENCE SOUTH 46 DEGREES 48 MINUTES 29 SECONDS EAST, 60.06 FEET; THENCE SOUTH 14 DEGREES 27 MINUTES 36 SECONDS WEST, 176.73 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, 565.43 FEET; THENCE SOUTH 64 DEGREES 00 MINUTES 21 SECONDS WEST, 125.24 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 45 SECONDS WEST, 96.63 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 00 SECONDS WEST, 264.75 FEET; THENCE SOUTH 56 DEGREES 50 MINUTES 40 SECONDS WEST, 73.14 FEET; THENCE SOUTH 20 DEGREES 29 MINUTES 20 SECONDS EAST, 88.85 FEET; THENCE SOUTH 60 DEGREES 38 MINUTES 22 SECONDS WEST, 151.40 FEET; THENCE NORTH 22 DEGREES 25 MINUTES 22 SECONDS WEST, 101.35 FEET; THENCE NORTH 52 DEGREES 48 MINUTES 34 SECONDS WEST, 205.87 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 48 SECONDS WEST, 84.42 FEET; THENCE NORTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, 112.90 FEET; THENCE SOUTH 35 DEGREES 29 MINUTES 58 SECONDS WEST, 97.42 FEET; THENCE SOUTH 23 DEGREES 31 MINUTES 47 SECONDS EAST, 46.79 FEET; THENCE SOUTH 57 DEGREES 14 MINUTES 50 SECONDS EAST, 144.27 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 22 SECONDS EAST, 69.47 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 40 SECONDS EAST, 148.08 FEET; THENCE SOUTH 51 DEGREES 18 MINUTES 17 SECONDS WEST, 258.07 FEET; TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOT 3 LYING SOUTH OF THE CENTERLINE OF TECHNY ROAD) AND (EXCEPT THAT PART OF LOTS 1, 2 AND 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD, OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 (FOR THE PURPOSE OF DESCRIBING THE LAND SAID EAST LINE OF LOTS 1, 2 AND 3 IS TAKEN AS SOUTH) 2205.07 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS WEST, 25.45 FEET TO THE POINT OF BEGINNING OF THE LAND

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HEREIN DESCRIBED; THENCE CONTINUING ON THE LAST DESCRIBED COURSE 47.40 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST 29.30 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 5.00 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST, 0.41 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS EAST, 42.40 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST, 29.71 FEET, TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 1, 2 AND 3 LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD, OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A COMPLETE CIRCLE (HAVING A RADIUS OF 33.40 FEET) WHOSE POSITION OF CENTER IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 (FOR THE PURPOSE OF DESCRIBING THIS LAND SAID EAST LINE OF SAID LOTS 1, 2 AND 3 IS TAKEN AS SOUTH) 2156.34 FEET; THENCE WEST 84.95 FEET TO SAID CENTER OF SAID CIRCULAR LAND) AND (EXCEPT THAT PART OF LOTS 1, 2 AND 3, LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF NORTHEAST QUARTER OF SECTION 18 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 1 AND 2, BEING ALSO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 18, 2356.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING ON THE LAST DESCRIBED COURSE, WHICH IS ALSO THE EAST LINE OF SAID LOT 3, 140.05 FEET TO THE CENTERLINE OF TECHNY ROAD; THENCE NORTH 70 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG THE CENTER LINE OF TECHNY ROAD, 440.83 FEET TO THE SOUTH LINE OF SAID LOT 2, WHICH LINE IS ALSO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 40 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND THE CENTERLINE OF TECHNY ROAD 1518.28 FEET TO A POINT 640.00 FEET EASTERLY OF THE CENTERLINE OF SANDERS ROAD; THENCE NORTHERLY AT RIGHT ANGLES TO THE PRECEDING COURSE 50.00 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST, DESCRIBED COURSE EXTENDED 561.10 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 78 DEGREES 09 MINUTES 20 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE EXTENDED 522.36 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 04 DEGREES 36 MINUTES 35 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, 301.40 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 84 DEGREES 17 MINUTES 20 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, 50.00 FEET TO A POINT IN THE CENTERLINE OF SANDERS ROAD 896.92 FEET NORTHERLY, AS MEASURED ALONG SAID CENTERLINE OF SANDERS ROAD, FROM THE CENTERLINE OF TECHNY ROAD; THENCE NORTH 07 DEGREES 14 MINUTES 06 SECONDS WEST ALONG SAID CENTERLINE OF SANDERS ROAD, 500.31 FEET; THENCE NORTH 82 DEGREES 45 MINUTES 45 SECONDS EAST, 199.12 FEET; THENCE SOUTH 15 DEGREES 46 MINUTES 01 SECONDS EAST, 441.69 FEET; THENCE SOUTH 31 DEGREES 18 MINUTES 30 SECONDS WEST, 100.00 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 10 SECONDS EAST, 40.00 FEET; SOUTH 58 DEGREES 41 MINUTES 30 SECONDS EAST, 61.10 FEET; THENCE SOUTH 13 DEGREES 26 MINUTES 50 SECONDS WEST, 160.95 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 10 SECONDS EAST, 440.76 FEET; THENCE SOUTH 43 DEGREES 18 MINUTES 25 SECONDS EAST, 182.68 FEET; THENCE SOUTH 86 DEGREES 44 MINUTES 45 SECOND EAST, 90.22 FEET; THENCE NORTH 56 DEGREES 16 MINUTES 56 SECONDS

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EAST, 310.03 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 40 SECONDS EAST, 61.39 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 40 SECONDS EAST, 120.79 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING ON THE LAST DESCRIBED COURSE 28.18 FEET; THENCE NORTH 03 DEGREES 11 MINUTES 20 SECONDS EAST, 28.15 FEET; THENCE NORTH 86 DEGREES 48 MINUTES 40 SECONDS WEST, 28.18 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 20 SECONDS WEST, 28.15 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 1, 2 AND 3, LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 32 MINUTES 08 SECONDS WEST, (FOR THE PURPOSE OF DESCRIBING THIS LAND THE EAST LINE OF SAID LOTS 1, 2 AND 3 IS TAKEN AS NORTH) 2308.20 FEET; THENCE SOUTH 13 DEGREES 25 MINUTES 45 SECONDS WEST, 148.48 FEET; THENCE SOUTH 71 DEGREES 29 MINUTES 35 SECONDS WEST, 85.17 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTH 3 DEGREES 20 MINUTES 25 SECONDS WEST, 223.73 FEET; THENCE NORTH 67 DEGREES 16 MINUTES 23 SECONDS WEST 173.42 FEET; THENCE SOUTHWEST ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 267.00 FEET FOR A DISTANCE OF 60.71 FEET TO THE POINT OF TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS SOUTH 30 DEGREES 47 MINUTES 58 SECONDS WEST); THENCE SOUTH 38 DEGREES 06 MINUTES 28 SECONDS WEST, 15.37 FEET TO THE POINT OF CURVE; THENCE SOUTHWESTERLY, ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 66.64 FEET, FOR A DISTANCE OF 55.51 FEET, TO THE POINT OF TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS SOUTH 14 DEGREES 20 MINUTES 00 SECONDS WEST); THENCE SOUTH 9 DEGREES 26 MINUTES 28 SECONDS EAST, 17.20 FEET; THENCE SOUTH 81 DEGREES 01 MINUTES 08 SECONDS WEST, 26.00 FEET; THENCE NORTH 9 DEGREES 30 MINUTES 27 SECONDS WEST, 16.93 FEET, TO THE POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 32.64 FEET, FOR A DISTANCE OF 77.17 FEET, TO THE POINT OF TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS NORTH 14 DEGREES 22 MINUTES 00 SECONDS EAST); THENCE NORTH 38 DEGREES 14 MINUTES 27 SECONDS EAST, 15.37 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 49 SECONDS EAST, 53.30 FEET; THENCE NORTHWESTERLY, ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, FOR A DISTANCE OF 62.75 FEET (BEARING OF THE CHORD OF SAID CURVE IS NORTH 0 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE NORTH 57 DEGREES 59 MINUTES 04 SECONDS EAST 34.00 FEET; THENCE NORTH 60 DEGREES 32 MINUTES 49 SECONDS EAST, 54.00 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 25 SECONDS EAST, 83.00 FEET; THENCE NORTHEAST, ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET, FOR A DISTANCE OF 47.55 FEET, TO THE POINT OF BEGINNING, (BEARING OF THE CHORD OF SAID CURVE IS NORTH 78 DEGREES 39 MINUTES 25 SECONDS EAST), IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL

TOGETHER WITH ALL RIGHTS AND EASEMENTS BENEFITING THE ABOVE DESCRIBED PREMISES AS RESERVED IN THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 22431171, AS SUPPLEMENTED BY SUPPLEMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 24150108.

04-18-200-037

04-18-200-004

04-18-200-020