

UNOFFICIAL COPY

This Document Prepared by



Doc#: 1221322091 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2012 09:42 AM Pg: 1 of 29

Joel E. Resnick
Much Shelist
191 North Wacker Drive, Suite 1900
Chicago, IL 60606

MAIL TO:

RONALD M. LORENZINI JR
LORENZINI ASSOCIATES, LTD
1900 Spring Road NW 5900195
Suite 501
OAK BROOK IL 60521

ELEVENTH LOAN MODIFICATION AGREEMENT

THIS ELEVENTH LOAN MODIFICATION AGREEMENT (this "Agreement") is made as of the 1st day of January, 2011, by and between **TUSCANY TERRACE, LLC**, an Illinois limited liability company ("Tuscany"), **6400 COMMERCIAL, LLC**, an Illinois limited liability company ("Commercial"), **BARRY PAOLI**, individually ("Guarantor"), and **FIRST CHICAGO BANK & TRUST**, as successor to Labe Bank, its successors and assigns (referred to herein as "Lender").

Recitals

A. Tuscany and Commercial previously executed and delivered to Lender that certain Promissory Note (Sixth Revised Retail Note) dated October 1, 2010 in the original principal amount of \$3,999,300.00 (the "Retail Note").

B. Tuscany and Commercial previously executed and delivered to Lender that certain Promissory Note (Sixth Revised Condominium Note) dated October 1, 2010 in the original principal amount of \$5,327,974.00 (the "Condominium Note"; the Retail Note and the Condominium Note are sometimes referred to collectively herein as the "Notes").

C. The Notes are secured by, among other things (i) that certain Construction Mortgage, Security Agreement and Financing Statement dated April 14, 2005, from Tuscany and Commercial to Lender, recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on May 3, 2005, as Document No. 0512342207 (as modified from time to time, the "Mortgage"). The Mortgage encumbers the real property and all improvements thereon owned by Tuscany and legally described on Exhibit A attached hereto and made a part hereof (the "Condominium Property") and the real property and all improvements thereon owned by Commercial and legally described on Exhibit B attached hereto and made a part hereof (the "Commercial Property"). In addition, the Mortgage encumbers the real property and all improvements thereon owned by Guarantor and legally described on Exhibit C attached hereto and made a part hereof (the "Hawaii Property"). In addition to the Mortgage, the Notes are secured by the documents and instruments described in that certain Tenth Loan Modification Agreement effective as of October 1, 2010 (the "Tenth Modification") by and among Tuscany,

1 of 1 NW5900195 ZC

BOX 333-CTI

29

UNOFFICIAL COPY

Commercial, Guarantor and Lender, the terms and provisions of which are hereby incorporated into this Agreement. The Notes, the Mortgage and the other documents which secure the Notes are sometimes referred to collectively herein as the "Loan Documents."

D. Tuscany, Commercial, Guarantor and Lender have agreed to amend and modify the terms and provisions of the Notes and the other Loan Documents as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation**. The foregoing Recitals are hereby incorporated into and made an integral part of the Agreement as if such Recitals were fully set forth herein. Any capitalized term used in this Agreement which is not defined herein shall have the meaning ascribed to such term in the Loan Documents.

2. **Substitute Notes**. Simultaneous with the execution and delivery of this Agreement, Tuscany and Commercial shall execute and deliver to Lender, or cause to be executed and delivered to Lender, the following documents:

(a) In substitution of, but not as payment for or satisfaction of, the Retail Note, Tuscany and Commercial shall execute and deliver to Lender an Amended and Restated Promissory Note (Seventh Revised Retail Note) in the principal amount of \$3,973,499.00 ("New Retail Note"), a copy of which is attached hereto as Exhibit D; and

(b) In substitution of, but not as payment for or satisfaction of, the Condominium Note, Tuscany and Commercial shall execute and deliver to Lender the following described promissory notes:

(i) Amended and Restated Promissory Note A (Seventh Revised Condominium Note) in the principal amount of \$4,000,000.00 ("Condominium Note A"), a copy of which is attached hereto as Exhibit E;

(ii) Amended and Restated Promissory Note B (Seventh Revised Condominium Note) in the principal amount of \$586,501.00 ("Condominium Note B"), a copy of which is attached hereto as Exhibit F; and

(iii) Amended and Restated Promissory Note C (Seventh Revised Condominium Note) in the principal amount of \$740,827.00 ("Condominium Note C"), a copy of which is attached hereto as Exhibit G.

From and after the date of this Agreement, all references in the Loan Documents to "Note" or "Notes" shall mean and refer individually and collectively to the New Retail Note, the Condominium Note A, the Condominium Note B, and the Condominium Note C, and all of such Notes and the payment of the indebtedness evidenced thereby shall be secured by all of the Loan Documents.

UNOFFICIAL COPY

3. **Modification of Mortgage and Other Loan Documents.** Subsequent to the execution, delivery and recording of the Mortgage and the other Loan Documents, Tuscany executed and recorded a Declaration of Condominium, Tuscany Terrace (the "Declaration"), which Declaration encumbers the Condominium Property. Pursuant to the Declaration, the Condominium Property was converted into forty five (45) condominium units of which nineteen (19) (the "Unsold Units") remain unsold as of the date of this Agreement. Tuscany hereby agrees and acknowledges that the Unsold Units were at all times prior to the date of this Agreement intended to be encumbered by the Mortgage and the other Loan Documents and to constitute security and collateral for the payment of the Notes. Tuscany further agrees that the Mortgage and other Loan Documents are hereby amended and modified by adding the legal description of the Unsold Units, attached hereto as Exhibit A-1, to the Mortgage and other Loan Documents and Exhibit A-1 shall be and is hereby incorporated into the Mortgage and the other Loan Documents.

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

(a) The representations and warranties in the Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Notes, the Mortgage or the other Loan Documents, and to the actual knowledge of Commercial and Tuscany there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, 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, the Loan Documents shall continue to be the legal, valid and binding obligations of Commercial and Tuscany 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 Commercial or Tuscany or any other party whose financial statement has been delivered to Lender in connection with the Notes from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, neither Commercial nor Tuscany has any claims, counterclaims, defenses, or set-offs with respect to the Loan Documents as modified herein.

(f) Each of Commercial and Tuscany 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 Commercial and Tuscany. This Agreement has been duly executed and delivered on behalf of Commercial and Tuscany.

5. **Reaffirmation of Loan Documents.** Each of Commercial and Tuscany ratifies and affirms the Loan Documents to which it is a party, as amended hereby, and agrees that the

UNOFFICIAL COPY

Loan Documents are in full force and effect following the execution and delivery of this Agreement.

6. **Representations, Warranties and Covenants of Guarantor.** Guarantor hereby represents, warrants and covenants to Lender as follows:

(a) The representations and warranties of Guarantor in the Third Revised Guaranty (as defined in the Tenth Modification) and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Third Revised Guaranty, and Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Third Revised Guaranty is in full force and effect and, following the execution and delivery of this Agreement, the Third Revised Guaranty shall continue to be the legal, valid and binding obligations of Guarantor, 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 Guarantor from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Guarantor has no claims, counterclaims, defenses, or set-offs with respect to the Third Revised Guaranty.

(f) This Agreement has been duly executed and delivered by Guarantor.

7. **Reaffirmation of Third Revised Guaranty.** Guarantor ratifies and affirms the Third Revised Guaranty, as amended hereby, and agrees that the Third Revised Guaranty is in full force and effect following the execution and delivery of this Agreement.

8. **Expenses and Fees.** Borrower shall pay 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 reasonable attorney's fees and expenses.

9. **Miscellaneous.**

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

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

(c) Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a

UNOFFICIAL COPY

complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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

(e) Any references to the "Loan Agreement", the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, 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.

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

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

SIGNATURE PAGE FOLLOWS

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

LENDER:

FIRST CHICAGO BANK & TRUST

By: Lauretta Burke
Lauretta Burke
Senior Vice President

TUSCANY:

TUSCANY TERRACE, LLC, an Illinois limited liability company

By: 6400 Management Corporation, an Illinois corporation, its manager

By: [Signature]
Barry Paoli, President

COMMERCIAL:

6400 COMMERCIAL, LLC, an Illinois limited liability company

By: 6400 Management Corporation, an Illinois corporation, its manager

By: [Signature]
Barry Paoli, President

GUARANTOR:

[Signature]
Barry Paoli, individually

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, SHARI MACK a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Paoli, the President of 6400 Management Corporation, the manager of Tuscany Terrace, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 31st day of March, 2011.

Shari Mack

NOTARY PUBLIC



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, SHARI MACK a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Paoli, the President of 6400 Management Corporation, the manager of 6400 Commercial, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 31st day of March, 2011.

Shari Mack

NOTARY PUBLIC



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Barry Paoli who 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 the 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 31st day of March, 2011.



Shari Mack
Notary Public

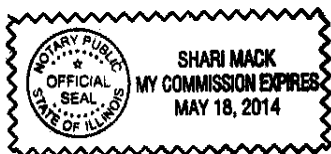
My Commission Expires:

MAY 18, 2014

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lauretta Burke, the Senior Vice President of First Chicago Bank & Trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said First Chicago Bank & Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of March, 2011.



Shari Mack
Notary Public

My Commission Expires:

MAY 18, 2014

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

Property of Cook County Clerk's Office



The legal description of the condominium property is completely redacted with large, thick black scribbles. A faint watermark reading "Property of Cook County Clerk's Office" is visible diagonally across the page.

UNOFFICIAL COPY

PARCEL 1:

LOTS 3, 4, 5 AND 6 IN HENRY GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CHICAGO AND NORTHWESTERN RAILROAD TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHWESTERLY 50 FEET OF LOT 2 IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTHEASTERLY 7.80 FEET OF LOT 2, TOGETHER WITH LOT 1 EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, BEING THE POINT OF INTERSECTION OF THE WEST LINE OF HARLEM AVENUE WITH THE NORTHEASTERLY LINE OF A 16 FOOT ALLEY; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, TO A POINT 91.8 FEET NORTH OF SAID CORNER; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF HARLEM AVENUE TO A POINT IN THE NORTHEASTERLY LINE OF SAID ALLEY; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY TO THE PLACE OF BEGINNING, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE

UNOFFICIAL COPY

12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO AND NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, BEING THE POINT OF INTERSECTION OF THE WEST LINE OF HARLEM AVENUE WITH THE NORTHEASTERLY LINE OF A 16 FOOT ALLEY; THENCE NORTH ON THE EAST LINE OF SAID LOT 1 TO A POINT 91.8 FEET NORTH OF SAID CORNER; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF HARLEM AVENUE TO A POINT IN THE NORTHEASTERLY LINE OF SAID ALLEY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SAID ALLEY, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FROM THE ABOVE FOUR PARCELS, WHEN TAKEN AS A TRACT, THE FOLLOWING DESCRIBED

(COMMERCIAL PARCEL A): THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 157.02 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 20.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 25.55 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 29.33 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 2.21 FEET; THENCE SOUTHERLY 75.15 FEET ALONG AN ARC OF A CIRCLE CONVEX EASTERLY HAVING A RADIUS OF 24.17 FEET AND HAVING A CHORD BEARING OF SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST, 48.33 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 4.65 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 29.17 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 36.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 28.00 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 44.84 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 177.13 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 14 SECONDS EAST, 44.50 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 22.00 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 14 SECONDS EAST, 18.11 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST, 59.76 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 16.69 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST, 13.88 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 5.58 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST, 6.42 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 6.30 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST, 27.62 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 14 SECONDS EAST, 17.46 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 46 SECONDS WEST, 47.92 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 26.66 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 4.93 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 11.80

UNOFFICIAL COPY

FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(COMMERCIAL PARCEL B): THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 123.16 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 15.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 7.75 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 17.75 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 3.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 2.72 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 18.80 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 5.00 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 36.32 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 25.80 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 12.29 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 1.54 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 4.12 FEET; THENCE NORTH 06 DEGREES 12 MINUTES 47 SECONDS WEST, 8.32 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 37.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(COMMERCIAL PARCEL C): THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 20.08 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 15.08 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 32 SECONDS EAST, 29.83 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 33.92 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 3.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 17.75 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 7.75 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 37.83 FEET; THENCE SOUTH 83 DEGREES 47 MINUTES 13 SECONDS WEST, 8.07 FEET; THENCE NORTH 51

UNOFFICIAL COPY

DEGREES 12 MINUTES 46 SECONDS WEST, 12.17 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 5.71 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 45 SECONDS WEST, 15.21 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 9.25 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST, 20.38 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 50.87 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 46 SECONDS WEST, 6.13 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 18.96 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 24.41 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 63.00 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 5.00 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 18.00 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 11.17 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 42.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(COMMERCIAL PARCEL D): THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 20.08 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 15.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 12 MINUTES 32 SECONDS EAST, 29.83 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 47.33 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 11.17 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 18.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 5.00 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 63.00 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 46.00 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 128.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(COMMERCIAL PARCEL E): THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 157.02 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 20.09 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 25.55 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 29.33 FEET; THENCE SOUTH 38

UNOFFICIAL COPY

DEGREES 47 MINUTES 13 SECONDS WEST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 2.21 FEET; THENCE SOUTHERLY 75.15 FEET ALONG AN ARC OF A CIRCLE CONVEX EASTERLY HAVING A RADIUS OF 24.17 FEET AND HAVING A CHORD BEARING OF SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST, 48.33 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 4.65 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 29.17 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 36.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 28.00 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 44.84 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 177.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 14 SECONDS EAST, 44.50 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 22.00 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 44.50 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 22.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(OUTDOOR COMMERCIAL PARKING PARCEL): THAT PART OF LOTS 1 TO 5 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD, LYING ABOVE A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 82.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 253.98 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 207.83 FEET TO THE SOUTHERLY LINE OF SAID TRACT; THENCE NORTH 53 DEGREES 15 MINUTES 21 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID TRACT, 60.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 53 DEGREES 15 MINUTES 21 SECONDS WEST, 294.91 FEET; THENCE NORTH 36 DEGREES 44 MINUTES 39 SECONDS EAST, 18.00 FEET; THENCE SOUTH 53 DEGREES 15 MINUTES 21 SECONDS EAST, 294.91 FEET; THENCE SOUTH 36 DEGREES 44 MINUTES 39 SECONDS WEST, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(INDOOR COMMERCIAL PARKING PARCEL): THAT PART OF LOTS 1 TO 5 BOTH INCLUSIVE, TAKEN AS A TRACT, IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF THE GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CHICAGO NORTHWESTERN RAILROAD LYING ABOVE A HORIZONTAL PLANE OF 63.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 72.00 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITH THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 51 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 20.08 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 14 SECONDS WEST, 15.08 FEET TO THE POINT OF BEGINNING; THENCE

UNOFFICIAL COPY

SOUTH 51 DEGREES 12 MINUTES 32 SECONDS EAST, 29.83 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 5.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 33.92 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 3.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 17.75 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 29.33 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 17.75 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 3.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 33.92 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 2.00 FEET; THENCE SOUTH 51 DEGREES 12 MINUTES 47 SECONDS EAST, 2.21 FEET; THENCE SOUTHERLY 25.45 FEET ALONG AN ARC OF A CIRCLE CONVEX EASTERLY HAVING A RADIUS OF 24.17 FEET AND HAVING A CHORD BEARING OF SOUTH 58 DEGREES 33 MINUTES 48 SECONDS EAST, 24.29 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 24.11 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 188.63 FEET; THENCE SOUTH 38 DEGREES 47 MINUTES 13 SECONDS WEST, 59.83 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 47 SECONDS WEST, 29.50 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 13 SECONDS EAST, 85.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION OF UNSOLD UNITS

Property of Cook County Clerk's Office

[REDACTED]

[REDACTED]

UNOFFICIAL COPY

PARCEL 1: UNITS 202, 205, 207, 208, 209, 210, 211, 214, 302, 305, 306, 309, 310, 311, 314, 401, 405, 409 AND 413 IN TUSCANY TERRACE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF PART OF LOTS 1 AND 2 AND LOTS 3, 4, 5 AND 6 IN HENRY R. GUNTHER'S SUBDIVISION OF LOT 9 OF THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CHICAGO AND NORTHWESTERN RAILROAD, TOGETHER WITH THAT PART OF LOT 2 OF GOVERNMENT DIVISION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 3, 2006 AS DOCUMENT 0627622097 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER 12-01-206-029-1004; 12-01-206-029-1013;
12-01-206-029-1019; 12-01-206-029-1022; 12-01-206-029-1025; 12-01-206-029-1028;
12-01-206-029-1031; 12-01-206-029-1040; 12-01-206-029-1005; 12-01-206-029-1014;
12-01-206-029-1017; 12-01-206-029-1026; 12-01-206-029-1029; 12-01-206-029-1032;
12-01-206-029-1041; 12-01-206-029-1003; 12-01-206-029-1015; 12-01-206-029-1027;
12-01-206-029-1039

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF COMMERCIAL PROPERTY

Property of Cook County Clerk's Office

[REDACTED]

[REDACTED]

UNOFFICIAL COPY

EXHIBIT B

COMMERCIAL PARCELS

Commercial Parcel A:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and falling within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 157.02 feet; Thence South $38^{\circ} 47' 14''$ West 20.09 feet to the Point of Beginning; Thence South $51^{\circ} 12' 47''$ East 25.55 feet; Thence North $38^{\circ} 47' 13''$ East 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 29.33 feet; Thence South $38^{\circ} 47' 13''$ West 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 2.21 feet; Thence Southerly 75.15 feet along an arc of a circle convex Easterly having a radius 24.17 feet and having a chord bearing of South $00^{\circ} 20' 55''$ West 48.33 feet; Thence South $38^{\circ} 47' 13''$ West 4.65 feet; Thence South $51^{\circ} 12' 47''$ East 29.17 feet; Thence South $38^{\circ} 47' 13''$ West 36.00 feet; Thence South $51^{\circ} 12' 47''$ East 28.00 feet; Thence South $38^{\circ} 47' 13''$ West 44.84 feet; Thence North $51^{\circ} 12' 47''$ West 177.13 feet; Thence North $38^{\circ} 47' 14''$ East 44.50 feet; Thence North $51^{\circ} 12' 47''$ West 22.00 feet; Thence North $38^{\circ} 47' 14''$ East 18.11 feet; Thence South $51^{\circ} 12' 46''$ East 59.76 feet; Thence North $38^{\circ} 47' 13''$ East 16.69 feet; Thence South $51^{\circ} 12' 46''$ East 13.88 feet; Thence South $38^{\circ} 47' 13''$ West 5.58; Thence South $51^{\circ} 12' 46''$ East 6.42 feet; Thence South $38^{\circ} 47' 14''$ West 6.30 feet; Thence South $51^{\circ} 12' 46''$ East 27.62 feet; Thence North $38^{\circ} 47' 14''$ East 17.46 feet; Thence North $51^{\circ} 12' 46''$ West 47.92 feet; Thence North $38^{\circ} 47' 13''$ East 26.66 feet; Thence North $51^{\circ} 12' 47''$ West 4.93 feet; Thence North $38^{\circ} 47' 13''$ East 11.80 feet to the Point of Beginning, in Cook County, Illinois.

Commercial Parcel B:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and falling within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 123.16 feet; Thence South $38^{\circ} 47' 14''$ West 15.09 feet to the Point of Beginning; Thence South $51^{\circ} 12' 47''$ East 7.75 feet; Thence South $38^{\circ} 47' 13''$ West 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 17.75 feet; Thence South $38^{\circ} 47' 13''$ West 3.00 feet; Thence South $51^{\circ} 12' 47''$ East 2.72 feet; Thence South $38^{\circ} 47' 13''$ West 18.80 feet; Thence South $51^{\circ} 12' 47''$ East 5.00 feet; Thence South $38^{\circ} 47' 13''$ West 36.32 feet; Thence North $51^{\circ} 12' 47''$ West 25.80 feet; Thence North $38^{\circ} 47' 13''$

UNOFFICIAL COPY

East 12.29 feet; Thence North $51^{\circ} 12' 47''$ West 1.54 feet; Thence North $38^{\circ} 47' 13''$ East 4.12 feet; Thence North $06^{\circ} 12' 47''$ West 8.32 feet; Thence North $38^{\circ} 47' 13''$ East 37.83 feet to the Point of Beginning, in Cook County, Illinois.

Commercial Parcel C:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and falling within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 20.08 feet; Thence South $38^{\circ} 47' 14''$ West 15.08 feet; Thence South $51^{\circ} 12' 32''$ East 29.83 feet; Thence South $38^{\circ} 47' 13''$ West 5.00 feet to the Point of Beginning; Thence South $51^{\circ} 12' 47''$ East 33.92 feet; Thence North $38^{\circ} 47' 13''$ East 3.00 feet; Thence South $51^{\circ} 12' 47''$ East 17.75 feet; Thence North $38^{\circ} 47' 13''$ East 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 7.75 feet; Thence South $38^{\circ} 47' 13''$ West 37.83 feet; Thence South $83^{\circ} 47' 13''$ West 8.07 feet; Thence North $51^{\circ} 12' 46''$ West 12.17 feet; Thence South $38^{\circ} 47' 14''$ West 5.71 feet; Thence North $51^{\circ} 12' 46''$ West 15.21 feet; Thence South $38^{\circ} 47' 14''$ West 9.25 feet; Thence South $51^{\circ} 12' 46''$ East 20.38 feet; Thence South $38^{\circ} 47' 14''$ West 50.87 feet; Thence North $51^{\circ} 12' 46''$ West 6.13 feet; Thence South $38^{\circ} 47' 14''$ West 18.96 feet; Thence North $51^{\circ} 12' 47''$ West 24.41 feet; Thence North $38^{\circ} 47' 13''$ East 63.00 feet; Thence North $51^{\circ} 12' 47''$ West 5.00 feet; Thence North $38^{\circ} 47' 13''$ East 18.00 feet; Thence North $51^{\circ} 12' 47''$ West 11.17 feet; Thence North $38^{\circ} 47' 13''$ East 42.33 feet to the Point of Beginning, in Cook County, Illinois.

Commercial Parcel D:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and falling within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 20.08 feet; Thence South $38^{\circ} 47' 14''$ West 15.08 feet to the Point of Beginning; Thence South $51^{\circ} 12' 32''$ East 29.83 feet; Thence South $38^{\circ} 47' 13''$ West 47.33 feet; Thence South $51^{\circ} 12' 47''$ East 11.17 feet; Thence South $38^{\circ} 47' 13''$ West 18.00 feet; Thence South $51^{\circ} 12' 47''$ East 5.00 feet; Thence South $38^{\circ} 47' 13''$ West 63.00 feet; Thence North $51^{\circ} 12' 47''$ West 46.00 feet; Thence North $38^{\circ} 47' 13''$ East 128.34 feet to the Point of Beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Commercial Parcel E:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and lying within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 157.02 feet; Thence South $38^{\circ} 47' 14''$ West 20.09 feet; Thence South $51^{\circ} 12' 47''$ East 25.55 feet; Thence North $38^{\circ} 47' 13''$ East 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 29.33 feet; Thence South $38^{\circ} 47' 13''$ West 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 2.21 feet; Thence Southerly 75.15 feet along an arc of a circle convex Easterly having a radius 24.17 feet and having a chord bearing of South $00^{\circ} 20' 55''$ West 48.33 feet; Thence South $38^{\circ} 47' 13''$ West 4.65 feet; Thence South $51^{\circ} 12' 47''$ East 29.17 feet; Thence South $38^{\circ} 47' 13''$ West 36.00 feet; Thence South $51^{\circ} 12' 47''$ East 28.00 feet; Thence South $38^{\circ} 47' 13''$ West 44.84 feet; Thence North $51^{\circ} 12' 47''$ West 177.13 feet to the Point of Beginning; Thence North $38^{\circ} 47' 14''$ East 44.50 feet; Thence North $51^{\circ} 12' 47''$ West 22.00 feet; Thence South $38^{\circ} 47' 14''$ West 44.50 feet; Thence South $51^{\circ} 12' 47''$ East 22.00 feet to the Point of Beginning, in Cook County, Illinois.

Outdoor Commercial Parking Parcel:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 72.00 feet above Chicago City Datum and lying below a horizontal plane of 82.00 feet above Chicago City Datum and lying within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 253.98 feet to the East line of said tract; Thence South $00^{\circ} 00' 00''$ East along the East line of said tract 207.83 feet to the Southerly line of said tract; Thence North $53^{\circ} 15' 21''$ West along the Southerly line of said tract 60.38 feet to the Point of Beginning; Thence Continuing North $53^{\circ} 15' 21''$ West 294.91 feet; Thence North $36^{\circ} 44' 39''$ East 18.00 feet; Thence South $53^{\circ} 15' 21''$ East 294.91 feet; Thence South $36^{\circ} 44' 39''$ West 18.00 feet to the Point of Beginning, in Cook County, Illinois.

Indoor Commercial Parking Parcel:

That part of Lots 1 to 6 both inclusive taken as a tract, in Henry R. Gunther's Subdivision of Lot 9 of the Subdivision of that part of the East Half of the Southeast Quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago and Northwestern

UNOFFICIAL COPY

Railroad together with that part of Lot 2 of the Government Division of the Northeast Quarter of fractional Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, lying Northeast of the Chicago Northwestern Railroad, lying above a horizontal plane of 63.00 feet above Chicago City Datum and lying below a horizontal plane of 72.00 feet above Chicago City Datum and falling within the horizontal boundaries projected vertically described as follows; Commencing at the Northwest corner of said tract; Thence South $51^{\circ} 12' 46''$ East along the Northeasterly line of said tract 20.08 feet; Thence South $38^{\circ} 47' 14''$ West 15.08 feet to the Point of Beginning; Thence South $51^{\circ} 12' 32''$ East 29.83 feet; Thence South $38^{\circ} 47' 13''$ West 5.00 feet; Thence South $51^{\circ} 12' 47''$ East 33.92 feet; Thence North $38^{\circ} 47' 13''$ East 3.00 feet; Thence South $51^{\circ} 12' 47''$ East 17.75 feet; Thence North $38^{\circ} 47' 13''$ East 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 29.33 feet; Thence South $38^{\circ} 47' 13''$ West 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 17.75 feet; Thence South $38^{\circ} 47' 13''$ West 3.00 feet; Thence South $51^{\circ} 12' 47''$ East 33.92 feet; Thence North $38^{\circ} 47' 13''$ East 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 29.33 feet; Thence South $38^{\circ} 47' 13''$ West 2.00 feet; Thence South $51^{\circ} 12' 47''$ East 2.21 feet; Thence Southerly 25.45 feet along an arc of a circle convex Easterly having a radius 24.17 feet and having a chord bearing of South $58^{\circ} 33' 48''$ East 24.29 feet; Thence South $38^{\circ} 47' 13''$ West 24.11 feet; Thence North $51^{\circ} 12' 47''$ West 188.63 feet; Thence South $38^{\circ} 47' 13''$ West 59.83 feet; Thence North $51^{\circ} 12' 47''$ West 29.50 feet; Thence North $38^{\circ} 47' 13''$ East 85.84 feet to the Point of Beginning, in Cook County, Illinois.

c/k/a: 6400 North Northwest Highway, Chicago, Illinois 60631

P.I.N. 09-36-429-005-0000; 09-36-429-006-0000; 12-01-206-009-0000;
 12-01-206-010-0000; 12-01-206-011-0000; 12-01-206-012-0000;
 12-01-206-013-0000; 12-01-206-014-0000; 12-01-206-015-0000
 (Affects Underlying Land)

Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT C

LEGAL DESCRIPTION OF HAWAII PROPERTY

Property of Cook County Clerk's Office

A large section of the document is redacted with five thick, horizontal black scribbles. A faint, diagonal watermark reading "Property of Cook County Clerk's Office" is visible across the redacted area and extends towards the bottom right of the page.

UNOFFICIAL COPY

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF MAUI, STATE OF HAWAII, AND IS DESCRIBED AS FOLLOWS:

FIRST:

Apartment No. 962 of TOWER II (hereinafter called the "Apartment") comprising a portion of "THE WHALER ON KAA NAPALI BEACH", a condominium project (hereinafter called the "Project") as described in and established by Declaration of Horizontal Property Regime dated November 1, 1974, filed in Office of the Assistant Registrar of the Land Court as Document No. 700661, as the same may have been amended from time to time (hereafter called the "Declaration") as shown on the plans of the Project filed in said Office as Condominium Map No. 233, as the same may have been amended from time to time (hereinafter called the "Condominium Map").

TOGETHER WITH the following appurtenant easements:

- a) The non exclusive easement to use the parking facilities as designated on said Condominium Map No. 233.
- b) Non exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said apartment; in the other common elements for use according to their respective purposes.
- c) Exclusive easements to use other limited common elements appurtenant thereto designated for its exclusive use by said Declaration, as amended.

SECOND:

An undivided 0.00170 percentage interest in all common elements of the project including the land upon which said project is located as established for said Apartment by the Declaration, as amended, or such other percentage interest as hereinafter established for said apartment by any amendments of the Declaration, as tenant in common with the other owners and tenants thereof.

Being all of the property conveyed by the following:

APARTMENT DEED

Grantor: Edward Charles Gallas and Nesta M. Gallas, as Trustees of the Edward and Nesta Gallas Trust dated September 29, 1995

Grantee: Barry Eugene Paoli, unmarried, as Tenant in Severalty

Dated: December 29, 2000

Recorded: January 8, 2001, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, Document No. 2675674.

Being all of the property described in and covered by Transfer Certificate of Title No. 572,216.

The land(s) upon which said Condominium Project is located is described as follows:

UNOFFICIAL COPY

(Continued)

All of that certain parcel of land situate at Hanakaoo and Honokawai, Kaanapali, Lahaina, District of Lahaina, Island and County of Maui, State of Hawaii, described as follows:

LOT 49, area 290,034 square feet, more or less, as shown on Map 1233, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited.

Together with access to Honoapiilani Highway over and across Roadway Lots 11, 12, 13 and 14, as shown on Map 2, and Lot 23, as shown on Map 3, said easements to terminate with respect to any of said roads which may become public highways, as set forth by Land Court Order Nos. 26883 and 27504, filed March 21, 1967 and September 11, 1967, respectively.

TMK: (2) 4-4-008-002-0308

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT D

NEW RETAIL NOTE

INTENTIONALLY OMITTED FOR RECORDING

Property of Cook County Clerk's Office




UNOFFICIAL COPY

EXHIBIT E

CONDOMINIUM NOTE A

INTENTIONALLY OMITTED FOR RECORDING

Property of Cook County Clerk's Office




UNOFFICIAL COPY

EXHIBIT F

CONDOMINIUM NOTE B

INTENTIONALLY OMITTED FOOR RECORDING

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT G

CONDOMINIUM NOTE C

INTENTIONALLY OMITTED FOR RECORDING

Property of Cook County Clerk's Office

