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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/20/2013 02:39 PM Pg: 1 of 10

After Recording Return To:

Lawrence C. Adams, Esq.
Hunton & Williams, LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

**MEMORANDUM OF AGREEMENT AND
ASSIGNMENT OF CAPITAL AND PROFITS INTEREST**

THE STATE OF ILLINOIS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COOK §

THIS MEMORANDUM OF AGREEMENT AND ASSIGNMENT OF CAPITAL AND PROFITS INTEREST is made and entered into effective as of the 18 day of September, 2013, by and between BOXER F2, LP, a Texas limited partnership ("Owner"), and BEAL BANK USA f/k/a Beal Bank Nevada, a thrift company organized under the laws of the State of Nevada ("Beal");

WITNESSETH:

A. Owner and Beal heretofore entered into that certain Agreement and Assignment of Capital and Profits Interest (as amended from time to time, the "Agreement") dated December 21, 2009, pursuant to which Owner granted to Beal an interest in the Capital and Profits, as therein described, arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

B. Owner and Beal have heretofore entered into that certain First Amendment to Agreement and Assignment of Capital and Profits Interest dated as of April 30, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits, as therein described, arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

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C. Owner and Beal have heretofore entered into that certain Second Amendment to Agreement and Assignment of Capital and Profits Interest dated as of May 24, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits, as therein described, arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

D. Owner and Beal have entered into that certain Third Amendment to Agreement and Assignment of Capital and Profits Interest dated as of June 8, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits, as therein described, arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

E. Owner and Beal have entered into that certain Fourth Amendment to Agreement and Assignment of Capital and Profits Interest dated as of June 8, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

F. Owner and Beal have entered into that certain Fifth Amendment to Agreement and Assignment of Capital and Profits Interest dated as of July 2, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

G. Owner and Beal have entered into that certain Sixth Amendment to Agreement and Assignment of Capital and Profits Interest dated as of October 8, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

H. Owner and Beal have entered into that certain Seventh Amendment to Agreement and Assignment of Capital and Profits Interest dated October 19, 2010, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Fort Bend County, Texas, as more particularly described therein.

I. Owner and Beal have entered into that certain Eighth Amendment to Agreement and Assignment of Capital and Profits Interest dated October 28, 2010, pursuant to which Owner granted to Beal an interest in the note and liens secured by that certain tract of land and the improvements and other property thereon located in Arapahoe County, Colorado, as more particularly described therein.

J. Owner and Beal have entered into that certain Ninth Amendment to Agreement and Assignment of Capital and Profits Interest dated November 18, 2010, pursuant to which Owner granted to Beal an interest in the note and liens secured by that certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

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K. Owner and Beal have entered into that certain Tenth Amendment to Agreement and Assignment of Capital and Profits Interest dated June 22, 2011, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Maricopa County, Arizona, as more particularly described therein.

L. Owner and Beal have entered into that certain Eleventh Amendment to Agreement and Assignment of Capital and Profits Interest dated December 14, 2011, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

M. Owner and Beal have entered into that certain Twelfth Amendment to Agreement and Assignment of Capital and Profits Interest dated February 17, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Fulton County, Georgia, as more particularly described therein.

N. Owner and Beal have entered into that certain Thirteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated July 6, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

O. Owner and Beal have entered into that certain Fourteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated July 9, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

P. Owner and Beal have entered into that certain Fifteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated August 30, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Maricopa County, Arizona, as more particularly described therein.

Q. Owner and Beal have entered into that certain Sixteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated November 2, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Gwinnett County, Georgia, as more particularly described therein.

R. Owner and Beal have entered into that certain Seventeenth Amendment to Agreement and Assignment of Capital and Profits Interest dated November 5, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Dallas County, Texas, as more particularly described therein.

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S. Owner and Beal have entered into that certain Eighteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated November 14, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Collin County, Texas, as more particularly described therein.

T. Owner and Beal have entered into that certain Nineteenth Amendment to Agreement and Assignment of Capital and Profits Interest dated December 3, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Fulton County, Georgia, as more particularly described therein.

U. Owner and Beal have entered into that certain Twentieth Amendment to Agreement and Assignment of Capital and Profits Interest dated December 10, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

V. Owner and Beal have entered into that certain Twenty-First Amendment to Agreement and Assignment of Capital and Profits Interest dated December 20, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

W. Owner and Beal have entered into that certain Twenty-Second Amendment to Agreement and Assignment of Capital and Profits Interest dated December 20, 2012, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly described therein.

X. Owner and Beal have entered into that certain Twenty-Third Amendment to Agreement and Assignment of Capital and Profits Interest dated February 7, 2013, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Gunnison County, Colorado, as more particularly described therein.

Y. Owner and Beal have entered into that certain Twenty-Fourth Amendment to Agreement and Assignment of Capital and Profits Interest dated May 15, 2013, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Harris County, Texas, as more particularly therein.

Z. Owner and Beal have entered into that certain Twenty-Fifth Amendment to Agreement and Assignment of Capital and Profits Interest dated July 10, 2013, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and

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operation of a certain tract of land and the improvements and other property thereon located in Cobb County, Georgia, as more particularly described therein.

AA. Owner and Beal have entered into that certain Twenty-Sixth Amendment to Agreement and Assignment of Capital and Profits Interest dated July 10, 2013, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Fulton County, Georgia, as more particularly described therein.

BB. Owner and Beal have entered into that certain Twenty-Seventh Amendment to Agreement and Assignment of Capital and Profits Interest dated of even date herewith, pursuant to which Owner granted to Beal an interest in the Capital and Profits arising from the ownership and operation of a certain tract of land and the improvements and other property thereon located in Cook County, Illinois, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

DD. Owner and Beal desire to enter into and record this Memorandum of Agreement and Assignment of Capital and Profits Interest in order to place of record a notice of the interest of Beal in the Capital and Profits relating to the Property.

NOW, THEREFORE, for and in consideration of the premises, and in order to provide record notice of the interest of Beal in the Capital and Profits arising from or relating to the Property, Owner and Beal hereby execute and deliver this Memorandum of Agreement and Assignment of Capital and Profits Interest. Promptly after the date hereof, Owner shall cause this Memorandum of Agreement and Assignment of Capital and Profits Interest to be recorded in the appropriate records of Cook County, Illinois, thereby providing record notice of the interest of Beal in the Capital and Profits arising from or relating to the Property.

[SIGNATURE PAGE FOLLOWS]

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EXECUTED to be effective as of the ____ day of September, 2013.

OWNER:

BOXER F2, L.P.,
a Texas limited partnership

By: Boxer M2, L.L.C.,
General Partner

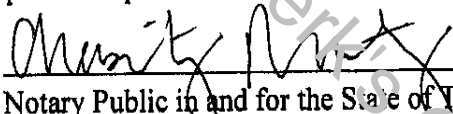
By: 
Name: Andrew Segal
Title: Manager

THE STATE OF TEXAS

COUNTY OF HARRIS

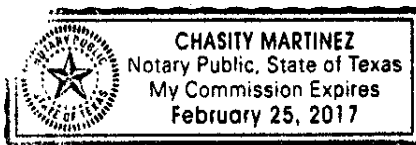
§
§
§

This instrument was acknowledged before me on this the 9th day of September, 2013, by Andrew Segal, as Manager of Boxer M2, L.L.C., General Partner of BOXER F2, L.P., a Texas limited partnership, on behalf of said limited partnership.


Notary Public in and for the State of Texas

My Commission Expires:

2/25/17



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EXECUTED to be effective as of the ___ day of September, 2013.

BEAL:

BEAL BANK USA f/k/a Beal Bank Nevada,
a Nevada thrift

By: *Kathleen Yodice*
Name: KATHLEEN Yodice
Title: Designated Signatory

THE STATE OF NEVADA §
§
COUNTY OF CLARK §

This instrument was acknowledged before me on this the 11 day of September, 2013,
by KATHLEEN YODICE, _____ of BEAL BANK USA f/k/a
Beal Bank Nevada, a thrift company organized under the laws of the State of Nevada, on behalf
of said thrift company.

Rebecca Z. de Trachtman
Notary Public in and for the State of Nevada

My Commission Expires:
5-5-15



[Memorandum of Agreement and Assignment of Capital and Profits Interest executed by and between
Beal Bank USA and Boxer F2, L.P. dated September __, 2013]

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EXHIBIT A LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SCHAUMBURG, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2 AND 4 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, IN COOK COUNTY, ILLINOIS.

PARCEL B2: (EASEMENT PARCEL II):

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA

CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN-WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 28.00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST 56.50 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO THE EAST LINE OF CENTRAL PARK BOULEVARD AS DEDICATED PER SAID WOODFIELD VILLAGE GREEN-WOODFIELD-76 SUBDIVISION, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF SOUTH 75 DEGREES, 43 MINUTES, 52 SECONDS WEST; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST ALONG THE EAST LINE, 34.87 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF 76 DEGREES, 31 MINUTES, 30 SECONDS EAST; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 56.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**PARCEL B3 (EASEMENT PARCEL III)**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN-WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SAID LOT 2 BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 283.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, 28.00 FEET; THENCE SOUTH 65 DEGREES, 51 MINUTES, 29 SECONDS WEST 76.77 FEET TO THE NORTHEAST CORNER OF CENTRAL PARK BOULEVARD, DEDICATED PER SAID WOODFIELD VILLAGE GREEN-WOODFIELD-76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 38 MINUTES, 11 SECONDS WEST ALONG THE NORTH LINE OF SAID CENTRAL PARK BOULEVARD, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST 56.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 100.00 FEET; THENCE NORTH 86 DEGREES, 42 MINUTES, 58 SECONDS EAST 70.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B6 (NORTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705; AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER, 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

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1750 E. Golf Road, Schaumburg, IL

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BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 283.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 161.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 125.50 FEET, AN ARC DISTANCE OF 98.57 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 96.05 FEET AND A BEARING OF SOUTH 68 DEGREES, 12 MINUTES, 10 SECONDS EAST; THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 76.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 26.50 FEET, AN ARC DISTANCE OF 18.82 FEET TO THE EAST LINE OF SAID LOT 1, BEING 381.29 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THE CHORD OF SAID ARC HAVING A LENGTH OF 16.54 FEET AND A BEARING OF SOUTH 63 DEGREES, 53 MINUTES, 15 SECONDS EAST, THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 27.15 FEET, THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 37.24 FEET AND A BEARING OF NORTH 66 DEGREES, 04 MINUTES, 23 SECONDS WEST; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 76.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 77.36 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 75.39 FEET AND A BEARING OF NORTH 68 DEGREES, 12 MINUTES, 10 SECONDS WEST; THENCE SOUTH 89 DEGREES, 17 MINUTES, 50 SECONDS WEST 161.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B7 (SOUTH ACCESS EASEMENT):

EASEMENT FOR THE BENEFIT OF PARCEL B1A5 CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 273,270, AND JANUARY 13, 1986 AS DOCUMENT 86016649, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1098226, AND HOMART COMMUNITY CENTER'S, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 520.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 226.00 FEET, THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 131.65 FEET TO THE EAST LINE OF SAID LOT 1, BEING 613.09 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 38.18 FEET; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 147.47 FEET, THENCE SOUTH 89 DEGREES, 17 MINUTES, 50 SECONDS WEST 214.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE, 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 07-12-400-014-0000
07-12-400-016-0000

ADDRESS: 1750 E. Golf Course Road, Schaumburg Illinois