

# UNOFFICIAL COPY



1400229056

Doc#: 1400229056 Fee: \$154.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/02/2014 02:56 PM Pg: 1 of 59

## When Recorded Return to:

First American Title Insurance Company  
Attn: Heather Vree  
30 N LaSalle Street, Suite 2700  
Chicago, IL 60602

---

SPACE ABOVE FOR RECORDER'S USE ONLY

## MASTER LEASE SUBORDINATION AGREEMENT

NCS- 609450-IL 7  
5 of 10

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****Master Lease  
Subordination, ~~Non-~~  
~~Disturbance and~~  
Attornment Agreement  
Section 232****U.S. Department of Housing  
and Urban Development**  
Office of Residential  
Care FacilitiesOMB Approval No. 2502-0605  
(exp. 03/31/2014)

**Public reporting** burden for this collection of information is estimated to average 0.5 hour(s). This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

## PREPARED BY:

Kathleen Burtschi, Esq.  
Vorys, Sater, Seymour and Pease LLP  
1909 K Street NW, Suite 900  
Washington, D.C. 20006  
(202) 467-8825

## AFTER RECORDING RETURN TO:

Kelly Wrenn, Esq.  
Ballard Spahr LLP  
1909 K Street NW  
12<sup>th</sup> Floor  
Washington, D.C. 20006  
(202)-661-2204

---

(Space above this line for Recorder's Use)

**SUBORDINATION AGREEMENT  
(For Master Lease Transactions)**

**NOTICE: THE SUBORDINATION PROVIDED FOR IN THIS AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE INTEREST CREATED BY SOME OTHER OR LATER INSTRUMENT.**

THIS AGREEMENT ("**Agreement**"), made as of this **1<sup>st</sup>** day of **December, 2013**, by and among the entities listed as borrowers on Schedule 1 attached hereto (collectively and individually "**Borrower**" or "**Landlord**"), as Landlord under the Master Lease hereinafter described, **CR Finance II, LLC**, a **Delaware limited liability company**, as Master Tenant under the said Master Lease (the "**Master Tenant**"), the entities listed as operators on Schedule 1 (collectively and individually "**Subtenant**" or "**Operator**"), as subtenant of Master Tenant under the Sublease hereinafter described, and **Berkadia Commercial Mortgage LLC**, a

# UNOFFICIAL COPY

Delaware limited liability company (“Lender”), the owner and holder of the Security Instrument hereinafter described.

## WITNESSETH:

WHEREAS, each Borrower has ~~or will~~ executed a ~~Healthcare Facility Mortgage Note or Deed of Trust Note~~ (collectively and individually “**Note**”) evidencing a loan from Lender to Borrower (the “**Loan**”) secured by, *inter alia*, a ~~Healthcare [Mortgage, Deed of Trust, Deed to Secure Debt, or other designation], Assignment of Leases, Rents and Revenue, and Security Agreement~~ **Mortgage or Deed of Trust** (collectively and individually “**Security Instrument**”). The Security Instrument is more specifically described on Schedule 1. The real property encumbered by the Security Instrument is described on Schedule 2 attached hereto and incorporated herein by this reference (the “**Land**”), and the Security Instrument also encumbers the healthcare facility that is operated on the Land and authorized to receive insured mortgage financing pursuant to Section 232 of the National Housing Act, as amended or any subsequent legislation (collectively and individually “**Healthcare Facility**”) and any other improvements situated on the Land (collectively and individually “**Improvements**”), (the Land, the Healthcare Facility, and any other Improvements, together with any and all assets of whatever nature or wherever situated related to the Loan, are hereinafter sometimes referred to as the “**Project**”). The Note is ~~being~~ insured by the Federal Housing Administration (“**FHA**”), an organizational unit of the United States Department of Housing and Urban Development (“**HUD**”) under the provisions of Section 232 of the National Housing Act and the regulations promulgated thereunder; and

WHEREAS, Borrower and Master Tenant have entered into that certain **Master Lease Agreement dated December 1, 2013** (as the same may be amended from time to time, the “**Master Lease**”), relating to the Healthcare Facility for the term and upon the conditions set forth therein; and

WHEREAS, Master Tenant and each Operator have entered into a sublease relating to such Operator’s operation of a Healthcare Facility, for the term and upon the conditions set forth therein (each a “**Sublease**”); and

WHEREAS, Master Tenant and each Operator are each executing a regulatory agreement in favor of HUD ~~in connection with the Loan~~ (each as the same may be amended, modified and/or restated, from time to time, respectively, a “**Master Tenant Regulatory Agreement**” and an “**Operator Regulatory Agreement**”) which are being recorded against the Project; and

WHEREAS, ~~in connection with the Loan~~, each Borrower and HUD entered into a ~~Healthcare Regulatory Agreement — Borrower~~ **for Multifamily Housing Projects and Amendment to include the LEAN Rider**, which agreement ~~has or~~ is being recorded against the Project (as the same may be amended, modified and/or restated, from time to time, the “**Borrower Regulatory Agreement**”). The documents and instruments that evidence, secure and govern the Loan (including but not limited to the Note, the Security Instrument, the Borrower Regulatory Agreement, the Master Tenant Regulatory Agreement, the Operator Regulatory Agreement, any security agreements, and this Agreement), as each of the same may

# UNOFFICIAL COPY

be amended, modified and/or restated from time to time, shall hereinafter be referred to collectively as the “**Loan Documents**”; and

WHEREAS, the Master Lease and each Sublease are being assigned by the Master Tenant to the Lender to secure the Loan; and

WHEREAS, the parties hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth. Unless otherwise provided, capitalized terms used herein are defined in Section 10, and where not otherwise defined shall have the meaning given them in the Security Instrument.

NOW, THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that the Master Lease and Sublease, all terms and conditions set forth in the Master Lease and Sublease, the leasehold interests and estates created thereby, and the priorities, rights, privileges and powers of Master Tenant, Operator and Landlord thereunder shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the Security Instrument, all terms and conditions contained therein, any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the Lender thereunder, and shall hereafter be junior and inferior to the lien and charge of the Security Instrument, all on the terms and conditions of this Agreement. The parties further agree as follows:

1. Relationship to Other Agreements. It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Master Lease and Sublease relating to the subordination of the Master Lease and Sublease and the leasehold interests and estates created thereby to the lien or charge of the Security Instrument.

2. Consent to Leases. Lender consents to the Master Lease and Sublease, including any amendments to either of them proposed in connection with the Project and disclosed to Lender.

3. Project Operating Deficiencies.

(a) For purposes herein, any of the following circumstances constitute a “**Project Operating Deficiency**”:

(i) The Operator fails to make any payments pursuant to the Borrower-Operator Agreement, if such payments are intended to be used by Borrower to make the required debt service payments pursuant to the Loan Documents and if such failure, in HUD’s discretion, has a materially adverse effect on the Project;

(ii) Any one or more of the following financial indicators exist:

(1) negative working capital is shown in Operator financial statements for three or more consecutive quarters;

# UNOFFICIAL COPY

- (2) debt service coverage, as calculated in accordance with HUD underwriting procedures, is below 1.1 for two consecutive quarters or 1.0 for one quarter;
- (3) with respect to accounts payable, average days payable, pursuant to Program Obligations, remain at ninety (90) days or greater for two consecutive fiscal quarters; or
- (4) with respect to accounts receivable, average days receivable, pursuant to Program Obligations, remain greater than one hundred eighty (180) days for two consecutive fiscal quarters;
- (iii) Centers for Medicare and Medicaid Services (“CMS”), or any applicable or successor authority, issues a notice to Operator of a denial of payments by CMS (or a fiscal intermediary) for new admissions at the Healthcare Facility;
- (iv) CMS designates the Healthcare Facility to be a “**Special Focus Facility**” or another Governmental Authority has made an equivalent designation;
- (v) A notice is issued to Operator of a proposed denial, refusal to issue, or termination of the Permits and Approvals for the Healthcare Facility; or
- (vi) A second revisit survey is required as a result of failure to clear deficiencies cited in any survey or equivalent examination by applicable Governmental Authority.
- (b) Operator shall give written notice to HUD and the Lender of any Project Operating Deficiency within two (2) business days of the occurrence of same.
- (c) If a Project Operating Deficiency occurs, Lender may provide Operator with notice of the Project Operating Deficiency and, with HUD’s consent, request that Operator select and engage the services of a management consultant (“**Consultant**”). HUD shall not grant its consent if HUD is exercising its rights to request a Consultant pursuant to the Operator Regulatory Agreement. Upon Lender’s notice and request, Operator shall select and engage the services of a Consultant for the period of time necessary to remedy such Project Operating Deficiency. Such Consultant shall be unaffiliated with Operator and must be approved in advance by HUD and Lender. HUD and Lender shall not unreasonably withhold or delay their approval of the Consultant.
- (d) If Operator fails to select and engage a Consultant within ten (10) days after Operator’s receipt of such notice and request by Lender, HUD and/or the Lender may select and engage a Consultant and give notice of the same to Operator. Operator shall be responsible for the payment of all reasonable fees and expenses which such Consultant incurs in carrying out its duties with respect to the Project.

# UNOFFICIAL COPY

(e) Consultant shall review the management of the Project, make recommendations to Operator for the correction of the Project Operating Deficiency and, subject to applicable Legal Requirements governing the confidentiality of patient records, have complete access to the Project and its records, offices and facilities in order to carry out its duties under such engagement. Operator shall instruct Consultant to prepare and deliver to HUD, the Lender and Operator a written report of Consultant's recommendations within thirty (30) days after its engagement.

(f) Operator shall promptly implement any and all reasonable recommendations made by Consultant in order to promptly correct or cure the Project Operating Deficiency; provided, however, that in no event shall Operator implement any recommendation that would constitute a violation of applicable Legal Requirements or would otherwise constitute a default under the Loan Documents unless HUD and the Lender consent in writing to such recommendation. HUD and Lender may give or withhold their consent in their sole and absolute discretion. Nothing herein shall impose any liability or obligation on HUD or the Lender to (a) request the appointment of a Consultant or (b) otherwise remedy such Project Operating Deficiency, nor shall anything in this Section 3 cause HUD or the Lender to be deemed the operator of the Healthcare Facility.

#### 4. INTENTIONALLY OMITTED.

#### 5. Release of a Project from Master Lease.

Upon the occurrence of any of the following events, the Lender and HUD shall consent to: (a) termination of the Operator Regulatory Agreement and the Master Tenant Regulatory Agreement related to the applicable Project; (b) release of the Project from the Master Lease; and (c) termination, amendment, and/or assignment of the Sublease (collectively, a "**Master Lease Release**"):

(i) the bona fide sale or assignment by Landlord to a third party which is not an Affiliate of Landlord of the interests of Landlord in the Project;

(ii) the bona fide sale or assignment by Operator to a third party which is not an Affiliate of Operator of the interests of Operator in the Project;

(iii) the payment in full of the Loan; or

(iv) any date upon which either (1) the contract of mortgage insurance is no longer in effect with regard to the Loan, or (2) HUD is no longer the owner, holder or insurer of the Loan;

provided, that:

(1) each such preceding event is subject to consent by Lender and HUD to the extent set forth in the Loan Documents and Program Obligations;

(2) each such preceding event may be subject to the rights of Borrower, Master Tenant, and Operator, as applicable, pursuant to the Master Lease and/or Sublease;

# UNOFFICIAL COPY

- (3) the Lender and HUD receive a written application of Master Tenant and/or Operator, as applicable, for each such release (each, a “**Release Application**”); and
- (4) the following conditions are satisfied:
- (A) the Lease Coverage Ratio with respect to the healthcare facilities that will remain subject to the Master Lease after such Master Lease Release is at least 1.45 to 1.00 as of the date the Lender receives a Release Application, subject to HUD’s right to reduce the required Lease Coverage Ratio;
- (B) in connection with subsections (i) and (ii) above, the purchaser or assignee of the interests of the Landlord or Operator in the Project obtains previous participation clearance and completes the documents required by Program Obligations; and
- (C) in connection with subsections (i) and (ii) above, HUD reasonably approves the purchaser or assignee of the interests of the Operator in the Project as a qualified operator of the Healthcare Facility in accordance with Program Obligations, including without limitation HUD’s normal and customary criteria applied in evaluating the experience, reputation, litigation and claims history, insurability, and financial strength of a proposed operator of the Healthcare Facility.

## 6. Lender’s Right to Cure.

(a) Master Tenant and Operator hereby each agrees that it will not exercise any right granted to them under the Master Lease and Sublease, respectively, or which it might otherwise have under applicable law, to terminate the Master Lease on account of a default of Borrower, or to terminate the Sublease as a result of a default of Master Tenant, or the occurrence of any other event, without first giving to Lender prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based.

Thereafter, Master Tenant shall not take any action to terminate the Master Lease, and Operator shall not take any action to terminate the Sublease, if Lender (i) within thirty (30) days after such notice, shall cure such default or event if the same can be cured by the payment or expenditure of money, or (ii) shall diligently take action to obtain possession of the Project (including possession by receiver) and to cure such default or event in the case of a default or event which cannot be cured unless and until Lender has obtained possession, but in no event to exceed one hundred eighty (180) days after such written notice to Lender by Master Tenant or Operator of its intention to terminate.

Notwithstanding any other provision of this Agreement, in no event shall Master Tenant declare a default of the Master Lease against Borrower if Master Tenant is affiliated with Borrower, nor shall Operator declare a default of the Sublease against Master Tenant if Operator is affiliated with Master Tenant, unless either is requested to do so by HUD.

(b) For the purposes of facilitating Lender’s rights hereunder, Lender shall have, and for such purposes is hereby granted by Borrower, Master Tenant and Operator, the right to enter upon the Project thereon for the purpose of affecting any such cure.

# UNOFFICIAL COPY

(c) Master Tenant and Operator each hereby agrees to give to Lender concurrently with the giving of any notice of default under the Master Lease or Sublease, a copy of such notice by mailing the same to Lender in the manner set forth hereinbelow, and no such notice given to Borrower or Master Tenant which is not at or about the same time also given to Lender shall be valid or effective against Lender for any purpose.

## 7. INTENTIONALLY OMITTED.

8. Subject to the terms and conditions of this Agreement, the Master Lease and Sublease and all estates, rights, options, liens and charges therein contained or created under the Master Lease and Sublease are and shall be subject and subordinate to the lien or interest of (a) the Security Instrument on the Landlord's interest in the Project in favor of Lender, its successors and assigns insofar as it affects the real and personal property comprising the Project, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made hereunder, to the full extent of amounts secured thereby and interest thereon, (b) the Borrower Regulatory Agreement, (c) the Master Tenant Regulatory Agreement, (d) the Operator Regulatory Agreement, and (e) any security agreements entered into by Master Tenant and/or Operator relating to the Project. The parties to the Master Lease and Sublease agree to execute and deliver to Lender and/or HUD such other instrument or instruments as the Lender and/or HUD, or their respective successors or assigns, shall reasonably request to effect and/or confirm the subordination of the Master Lease and Sublease to the lien of the Security Instrument and the above-described Regulatory Agreements and security agreements.

9. Notices. All notices, demands and other communications ("**Notice**") under or concerning this Agreement shall be in writing. Each Notice shall be addressed to the intended recipients at their respective addresses set forth herein, and shall be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first or second Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made and payment of charges for next or second Business Day delivery, respectively; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested.

Any Notice hereunder shall be addressed as follows:

To Master Tenant and Operator:	<b>CR Finance II, LLC</b> <b>11701 Borman Drive,</b> <b>Suite 315</b> <b>St. Louis, MO 63146</b> <b>Attn: Manager</b> <b>Tel: 314-994-9070</b> <b>Fax: 314-994-9912</b>
-----------------------------------	---

# UNOFFICIAL COPY

With a copy to: **Holland & Knight LLP**  
**131 South Dearborn Street, 30<sup>th</sup> Floor**  
**Chicago, IL 60603**  
**Attn: Elias N. Matsakis**  
**Tel: 312-715-5731**  
**Fax: 312-578-6666**

To Landlord: **Rosewood Facility Landlords**  
**11701 Borman Drive,**  
**Suite 315**  
**St. Louis, MO 63146**  
**Attn: Manager**  
**Tel: 314-994-9070**  
**Fax: 314-994-9912**

To Lender: **Berkadia Commercial Mortgage LLC**  
**118 Welsh Road,**  
**Horsham, PA 19044**  
**Attn: Servicing Account Manager**

or to such other address as a party may hereafter notify the other parties in writing by notice sent to the above address.

## 10. MISCELLANEOUS.

(a) Counterpart Execution. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument.

(b) Governing Law. This Agreement shall, in all respects, be governed by and construed and interpreted in accordance with the laws of **the State of Illinois**.

(c) Agreement Runs with Land. The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

(d) Definitions. For the purposes of this Agreement, except as otherwise expressly specified or required or unless the context clearly indicates a contrary intent, the following words shall be defined as follows:

“**Affiliate**” is defined in 24 CFR 200.215, or any successor regulation.

“**Borrower-Operator Agreement**” means any agreement relating to operation of the Healthcare Facility by and between Master Tenant and Operator, including any Operator Lease.

# UNOFFICIAL COPY

“**EBITDAR**” means, relating to any period, the following amounts of the Operators on a consolidated basis for all the Healthcare Facilities, other than the Healthcare Facility proposed to be released from the Master Lease: earnings (net income or net loss) from operations before (a) interest expense, (b) income tax expense, (c) depreciation expense, (d) amortization expense, and (e) fixed rent payments pursuant to the Subleases.

“**Governmental Authority**” shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), including Healthcare Authorities, whether now or hereafter in existence.

“**Healthcare Authorities**” shall mean any Governmental Authority or quasi-Governmental Authority or any agency, intermediary, board, authority or entity with jurisdiction over the ownership, operation, use or occupancy of the Healthcare Facility as a skilled nursing or assisted living facility or nursing home.

“**Lease Coverage Ratio**” shall mean a ratio for the preceding twelve (12) month period in which:

- (a) the numerator is EBITDAR of the Operators for such period as set forth in the financial statements required hereunder for that period; and
- (b) the denominator is the amount of principal and interest due and payable on the Loans (exclusive of any prepayment penalties or premiums).

“**Legal Requirements**” shall mean all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities or Healthcare Authorities affecting the Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Operator, at any time in force affecting the Project or any part thereof, including, without limitation, any which may (a) require repairs, modifications or alterations in or to the Project or any part thereof, or (b) in any way limit the use and enjoyment thereof.

“**Material Risk of Termination**” shall be deemed to occur when the applicable Governmental Authority gives written notice to the Operator, or the Operator shall have received written notice from the applicable Governmental Authority or the applicable Governmental Authority has informed the Lender or HUD in writing, that such authority intends to terminate any Permit and Approval and the final date for such termination is within forty-five (45) days.

“**Permits and Approvals**” has the meaning set forth in the Operator Regulatory Agreement.

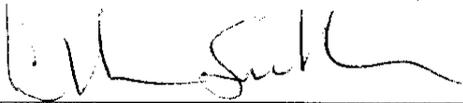
IN WITNESS WHEREOF, the undersigned have executed, sealed and delivered this instrument as of the day and year first above written.

# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

**LENDER:**

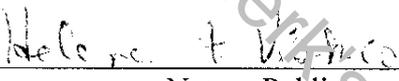
**BERKADIA COMMERCIAL MORTGAGE LLC,**  
a Delaware limited liability company

By:   
Allen Sullivan, Authorized Representative

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF MONTGOMERY )

I, Helene F. Vishio, a notary public in and for said County, in the Commonwealth aforesaid, **DO HEREBY CERTIFY** that Allen Sullivan, the Authorized Representative of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, 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 free and voluntary act in his capacity as Vice President of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of December, 2013.

  
Notary Public

My Commission Expires Aug 31, 2016 {SEAL}

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Helene F. Vishio, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Aug. 31, 2016  
MEMBER, PENNSYLVANIA NOTARY PUBLIC ASSOCIATION

# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

**MASTER TENANT:**

**CR FINANCE II, LLC,**  
a Delaware limited liability company

By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

By: [Signature]  
Zvi Feiner, Manager

Property of Cook County Clerk's Office

STATE OF ILLINOIS

COUNTY OF COOK

I, Lualhati Robles, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of CR Finance II, LLC, a Delaware limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of December, 2013.  
[Signature]  
Notary Public  
My Commission Expires 7/18/17 {SEAL}





























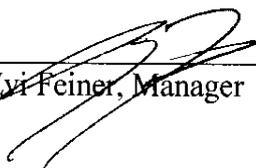
# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

### LANDLORD:

EDWARDSVILLE REAL ESTATE, L.L.C.,  
an Illinois limited liability company

By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

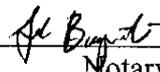
By:   
Zvi Feiner, Manager

STATE OF ILLINOIS

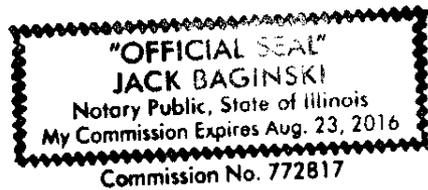
COUNTY OF COOK

I, Jack Baginski, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of Edwardsville Real Estate, L.L.C., an Illinois limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9 day of December, 2013.

  
Notary Public

My Commission Expires 8/23/16 {SEAL}



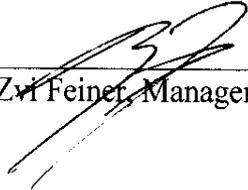
# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

**LANDLORD:**

**ELGIN REAL ESTATE, L.L.C.,**  
an Illinois limited liability company

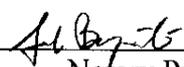
By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Zvi Feiner, Manager

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Jack Baginski, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of Elgin Real Estate, L.L.C., an Illinois limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9 day of December, 2015.

  
Notary Public

My Commission Expires 8/23/16 {SEAL}





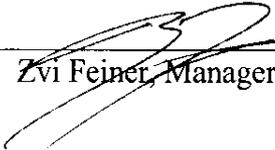
# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

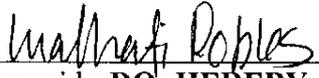
**LANDLORD:**

**NORTHBROOK REAL ESTATE, L.L.C.,**  
an Illinois limited liability company

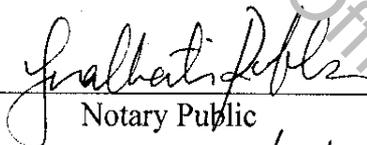
By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Zvi Feiner, Manager

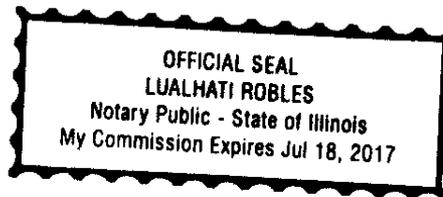
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, , a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of Northbrook Real Estate, L.L.C., an Illinois limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of December, 2013.

  
Notary Public

My Commission Expires 7/18/17 {SEAL}



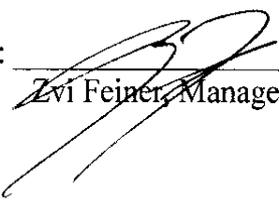
# UNOFFICIAL COPY

[Counterpart Signature Page to Master Lease Subordination Agreement]

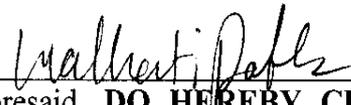
**LANDLORD:**

**ROCKFORD REAL ESTATE, L.L.C.,**  
an Illinois limited liability company

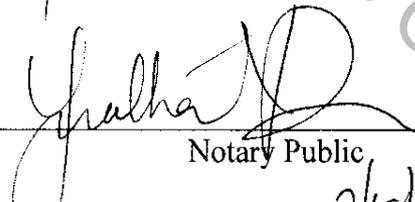
By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Zvi Feiner, Manager

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, , a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of Rockford Real Estate, L.L.C., an Illinois limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9 day of December, 2015.

  
Notary Public  
My Commission Expires 7/18/17 {SEAL}



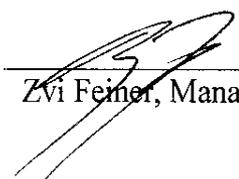
# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

### LANDLORD:

**ST. CHARLES REAL ESTATE, L.L.C.**,  
an Illinois limited liability company

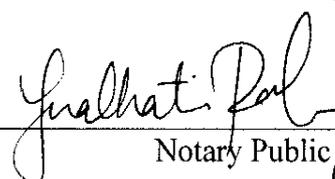
By: ROSEWOOD PROPCO MANAGER, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Zvi Feiner, Manager

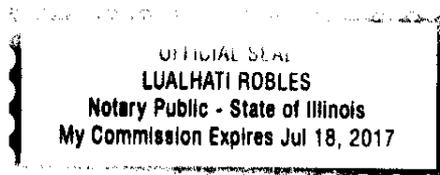
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Lualhati Robles, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the Manager of Rosewood Propco Manager, LLC, a Delaware limited liability company, the Manager of St. Charles Real Estate, L.L.C., an Illinois limited liability company, 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 free and voluntary act in his capacity as Manager of the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9<sup>th</sup> day of December, 2015.

  
Notary Public

My Commission Expires 7/18/17 {SEAL}







# UNOFFICIAL COPY

## [Counterpart Signature Page to Master Lease Subordination Agreement]

**LANDLORD:**

**JOLIET REAL ESTATE HOLDING COMPANY,**  
an Illinois corporation

By:   
Zvi Feiner, President

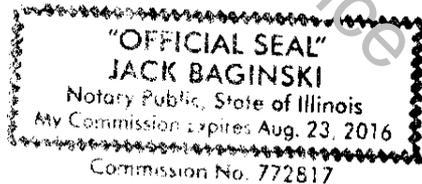
STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

I, Jack Baginski, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Zvi Feiner, the President of Joliet Real Estate Holding Company, an Illinois corporation, 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 free and voluntary act in his capacity as President of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9 day of December, 2013.

  
Notary Public

My Commission Expires 8/23/16 {SEAL}











**UNOFFICIAL COPY****SCHEDULE 1**

<b>BORROWER</b>	<b>OPERATOR</b>	<b>FACILITY NAME</b>	<b>FACILITY ADDRESS</b>	<b>SECURITY INSTRUMENT</b>
Alton Real Estate, Inc.	Bravo Care of Alton, Inc.	Rosewood Care Center of Alton	3490 Humbert Road, Alton, IL 62002	Mortgage
East Peoria Real Estate, Inc.	Bravo Care of East Peoria, Inc.	Rosewood Care Center of East Peoria	900 Centennial Drive East Peoria, IL 61611	Mortgage
Edwardsville Real Estate, L.L.C.	Bravo Care of Edwardsville, Inc.	Rosewood Care Center of Edwardsville	6277 Center Grove Road, Edwardsville, IL 62025	Mortgage
Elgin Real Estate, L.L.C.	Bravo Care of Elgin, Inc.	Rosewood Care Center of Elgin	2355 Royal Boulevard, Elgin, IL 60123	Mortgage
Inverness Real Estate, L.L.C.	Bravo Care of Inverness, Inc.	Rosewood Care Center of Inverness	1300 West Colonial Parkway, Inverness, IL 60067	Mortgage
Joliet Real Estate Holding Company	Bravo Care of Joliet, Inc.	Rosewood Care Center of Joliet	3401 Hennepin Drive, Joliet, IL 60431	Mortgage
Moline Real Estate, Inc.	Bravo Care of Moline, Inc.	Rosewood Care Center of Moline	7300 34th Avenue, Moline, IL 61265	Mortgage
Northbrook Real Estate, L.L.C.	Bravo Care of Northbrook, Inc.	Rosewood Care Center of Northbrook	4101 Lake Cook Road, Northbrook, IL 60062	Mortgage
Peoria Real Estate, Inc.	Bravo Care of Peoria, Inc.	Rosewood Care Center of Peoria	1500 West Northmoor Road, Peoria, IL 61614	Mortgage
Rockford Real Estate, L.L.C.	Bravo Care of Rockford, Inc.	Rosewood Care Center of Rockford	1660 South Mulford Road, Rockford, IL 61108	Mortgage
St. Charles Real Estate, L.L.C.	Bravo Care of St. Charles, Inc.	Rosewood Care Center of St. Charles	850 Dunham Road, St. Charles, IL 60174	Mortgage
Schuetz Road Real Estate, Inc.	Bravo Care of St. Louis, Inc.	Rosewood Care Center of St. Louis	11278 Schuetz Road, St. Louis, MO 63146	Deed of Trust
Wood River Real Estate Holding Company	Bravo Care of Wood River, Inc.	Foxes Grove Supportive Living Community	395 Edwardsville Road, Wood River, IL 62095	Mortgage

# UNOFFICIAL COPY

## SCHEDULE 2 LEGAL DESCRIPTIONS

### ALTON:

#### Parcel 1:

Outlot D as Shown on the Plat of Pebble Creek Subdivision recorded in Plat Cabinet 54, Page 108 of the Recorder's Office of Madison County, Illinois in Section 31, Township 6 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:

From the intersection of the westerly line of Humbert Road with the North line of the South half of the Southwest Quarter of said Section 31, measure South 89 degrees 13 minutes 00 seconds West a distance of 450.00 feet to the point of beginning; thence continuing South 89 degrees 13 minutes 00 seconds West along said North line a distance of 547.42 feet; thence South 01 degrees 35 minutes 11 seconds East a distance of 57.04 feet to the northerly line of Pebble Creek Lane, thence southeasterly along said northerly line on a curve to the left having a Radius of 1,796.96 feet and a chord bearing of South 64 degrees 43 minutes 59 seconds East for a distance of 185.67 feet to a point of reverse curve; thence continuing along said northerly line on a curve to the right having a Radius of 1,807.98 feet for a distance of 274.33 feet; thence North 39 degrees 31 minutes 51 seconds East a distance of 216.09 feet; thence North 00 degrees 47 minutes 00 seconds West a distance of 100.00 feet to the point of beginning in Madison County, Illinois.

#### Parcel 2:

Outlot B as shown on the plat of Pebble Creek Subdivision recorded in Plat Cabinet 54 Page 108 of the Recorder's Office of Madison County, Illinois in Section 31, Township 6 North, Range 9 West of the Third Principal Meridian, City of Alton, Madison County, Illinois more particularly described as follows:

Beginning at the intersection of the North line of the South half of the Southwest Quarter of said Section 31 with the westerly right of way line of Humbert Road; thence South 12 degrees 21 minutes 30 seconds East a distance of 335.00 feet to the northerly line of Pebble Creek Lane; thence South 77 degrees 38 minutes 30 seconds West along said northerly line a distance of 310.00 feet to a point of curve; thence continuing along said northerly line on a curve to the right having a Radius of 310.90 feet for a distance of 257.75 feet to a point of reverse curve; thence continuing along said northerly line on a curve to the left having a Radius of 1,807.98 feet for a distance of 130.72 feet; thence North 39 degrees 31 minutes 51 seconds East a distance of 216.09 feet; thence North 00 degrees 47 minutes 00 seconds West a distance of 100.00 feet to the North line of the South half of the Southwest Quarter of said Section 31; thence North 89 degrees 13 minutes 00 seconds East a distance of 450.00 feet to the point of beginning in Madison County, Illinois.

1 Pebble Creek Drive, 3490 Humbert Road  
Alton, IL 62002  
PIN: 23-2-02-31-00-000-49

# UNOFFICIAL COPY

## EAST PEORIA:

A part of the Northwest Quarter of Section 24, Township 26 North, Range 4 West of the Third P.M., also known as a part of Lot A of said Northwest Quarter of Section 24, said Lot A being shown on a plat recorded in Plat Book L, Page 435 in the Tazewell County Recorder's Office, also a part of the Southwest Quarter of the Southwest Quarter of Section 13, Township 26 North, Range 4 West of the Third P.M., Tazewell County, Illinois said tracts being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 24, thence North 89 degrees 45 minutes 26 seconds East (bearing assumed for purpose of description only), along the North line of the Northwest Quarter of said Section 24, 43.92 feet to the existing easterly right-of-way line of Oakwood Road, said right-of-way line being shown on Plat C-1, prepared by Keefauver, Hillegonds & Moldovan Engineers, Inc., dated December 10, 1981, said point being the point of beginning of the tract to be described: from the point of beginning, thence Northeasterly along the Southeasterly right-of-way line of Oakwood Road, along a curve to the right, having a radius of 313.37 feet, for an arc distance of 80.31 feet, said curve being subtended by a chord having a bearing of North 23 degrees 43 minutes 11 seconds East and a length of 80.09 feet; thence North 31 degrees 03 minutes 42 seconds East, along the Southeasterly right-of-way line of Oakwood Road, 29.65 feet, thence North 76 degrees 03 minutes 42 seconds East, along the Southeasterly right-of-way of Centennial Drive, 28.28 feet; thence South 58 degrees 56 minutes 18 seconds East, along the Southwesterly right-of-way line of Centennial Drive, 37.07 feet; thence South 62 degrees 49 minutes 06 seconds East, along the Southwesterly right-of-way line of Centennial Drive, 395.76 feet, thence South 01 degrees 20 minutes 03 seconds East, 152.41 feet to a point hereafter referred to as point "A", thence South 48 degrees 29 minutes 11 seconds East, 69.07 feet to the existing Northwesterly right-of-way line of Highview Road, said point begin 20 feet normally distant Northwesterly from the centerline of said Highview Road; thence South 41 degrees 30 minutes 49 seconds West, along said Northwesterly right of way line, 722.20 feet to the existing Easterly right-of-way line of Oakwood Road, said right-of-way line being shown on Plat C-3, prepared by Keefauver, Hillegonds and Moldovan Engineers, Inc., dated December 10, 1981; thence North 46 degrees 26 minutes 48 seconds West, along said Easterly right-of-way line, 42.54 feet; thence North 01 degrees 22 minutes 01 seconds West, along said East right-of-way line, 708.31 feet; thence Northeasterly, along said East right-of-way line, on a curve to the right, having a radius of 313.37 feet, for an arc length of 97.05 feet, said curve being subtended by a chord having a bearing of North 07 degrees 30 minutes 19 seconds East and a length of 96.66 feet to the point of beginning.

900 Centennial Drive  
 East Peoria, IL 61611  
 PIN: 01-01-24-100-024

# UNOFFICIAL COPY

## EDWARDSVILLE:

A tract of land being a part of U.S. Survey 718 Claim 1324 and a part of the Southeast Quarter of Section 15 and the Northeast Quarter of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, City of Edwardsville, Madison County, Illinois and being more particularly described as follows:

Commencing at the intersection of the Westerly line of the Northeast Quarter of said Section 22 with the center line of Center Grove (varying width) Road; thence North 01 degrees 21 minutes 27 seconds East along said Westerly line, a distance of 50.01 feet to a point on the Northerly line of said Center Grove (varying width) Road; thence North 90 degrees 00 minutes 00 seconds East along said Northerly line, a distance of 536.18 feet to the point of beginning of the herein described tract; thence North 00 degrees 02 minutes 45 seconds East a distance of 820.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 600.00 feet; thence South 00 degrees 02 minutes 45 seconds West, a distance of 50.62 feet; thence North 82 degrees 59 minutes 04 seconds East a distance of 247.46 feet to a point on the Southwesterly line of F. A. Route 787 (formerly Route 207) as recorded on Road Record 10 Page 60 of the Madison County, Illinois Recorder's Office Records; thence South 38 degrees 50 minutes 44 seconds East along said Southwesterly line, a distance of 47.08 feet to a point, said point being the intersection of said Southwesterly line with the North line of a tract of land conveyed to Gardner, Baker, Winfield, a Partnership as recorded in Book 3541 on Page 1018 of said Madison County, Illinois Records; thence South 82 degrees 59 minutes 04 seconds West along said North line, a distance of 277.24 feet; thence South 00 degrees 02 minutes 45 seconds West along the West line of said Gardner, Baker, Winfield Tract, a distance of 709.08 feet to a point on the said Northerly line of Center Grove (varying width); thence South 90 degrees 00 minutes 00 seconds West along said Northerly line, a distance of 313.62 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 20.00 feet to a point; thence South 90 degrees 00 minutes 00 seconds West continuing along the said Northerly line, a distance of 286.40 feet to the point of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

Situated in the County of Madison, State of Illinois.

6277 Center Grove Road  
Edwardsville, IL 62025  
PIN: 14-1-15-22-00-00-002.004

# UNOFFICIAL COPY

**ELGIN:**

## Parcel 1:

Lot 91 in Valley Creek Unit No. 4, in the City of Elgin, Kane County, Illinois.

## Parcel 2:

Sanitary Sewer Easement created by Agreement recorded August 12, 1993 as Document 93K61281 on and over land described as follows: Beginning at the Northwest corner of Lot 404 in Valley Creek Subdivision No. 9, being a subdivision of part of Sections 9 and 10, Township 41 North, Range 8 East of the Third Principal Meridian, in the City of Elgin, Kane County, Illinois; thence North along the North line of said Lot 404 being along a curve to the left, having a radius of 5797.45 an arc distance of 52.37 feet; thence South 01 degrees 55 minutes 31 seconds East, being radial to the last described course, a distance of 17.50 feet; thence Westerly along a curve to the right having a radius of 5814.95 (the chord of said curve bears South, 88 degrees 20 minutes 18 seconds West) an arc distance of 53.51 feet to the West line of said Lot 404 being along a curve to the right having a radius of 2164.78 feet, an arc distance of 17.63 feet to the place of beginning. Being situated in the City of Elgin, Kane County, Illinois.

2355 Royal Boulevard  
Elgin, IL 60123  
PIN: 06-09-100-021

# UNOFFICIAL COPY

## INVERNESS:

### PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO A LINE 652.80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 200 FEET; THENCE SOUTH 37 DEGREES 47 MINUTES EAST A DISTANCE OF 144.33 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES WEST A DISTANCE OF 66.07 FEET; THENCE SOUTH 55 DEGREES 13 MINUTES WEST, 117 FEET; THENCE NORTH 89 DEGREES 47 MINUTES WEST, A DISTANCE OF 89 FEET; THENCE NORTH 00 DEGREES 13 MINUTES EAST A DISTANCE OF 75 FEET; THENCE NORTH 26 DEGREES 47 MINUTES WEST, A DISTANCE OF 82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES WEST A DISTANCE OF 50 FEET; THENCE NORTH 63 DEGREES 06 MINUTES 20 SECONDS WEST, A DISTANCE OF 112 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST, A DISTANCE OF 48 FEET TO THE AFORESAID LINE WHICH IS 652.80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES WEST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 185.12 FEET TO THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 666.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT AMONG INVERNESS RKM, INC., AN ILLINOIS CORPORATION, WILLIAMSBURG PARTNERS, LTD., AN ILLINOIS LIMITED LIABILITY PARTNERSHIP, AND WILLIAMSBURG VILLAGE OWNERS ASSOCIATION INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DATED DECEMBER 16, 1985 AND RECORDED DECEMBER 24, 1985 AS DOCUMENT 85337003 FOR INGRESS AND EGRESS AND UTILITIES OVER THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN WILLIAMSBURG VILLAGE OWNERS

# UNOFFICIAL COPY

ASSOCIATION AND INVERNESS REAL ESTATE, L.L.C., DATED NOVEMBER 3, 1995 AND RECORDED AS DOCUMENT 95800382 AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED SEPTEMBER 13, 2002 AND RECORDED AS DOCUMENT 0021151723 FOR UTILITIES AND INGRESS AND EGRESS OVER THE STREETS, ROADS AND ACCESS ROUTES AND THE ENTRANCEWAYS DESCRIBED THEREIN AS DELINEATED ON THE PLAT OF WILLIAMSBURG UNIT ONE, RECORDED AS DOCUMENT 26362326.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT MADE BY AND BETWEEN WILLIAMSBURG VILLAGE OWNERS ASSOCIATION AND INVERNESS REAL ESTATE, L.L.C. DATED NOVEMBER 3, 1995 AND RECORDED AS DOCUMENT 95800383 AS AMENDED BY AMENDMENT TO SIGN EASEMENT AGREEMENT DATED SEPTEMBER 13, 2002 AND RECORDED AS DOCUMENT 0021151724 FOR A PERPETUAL EXCLUSIVE EASEMENT, PRIVILEGE, RIGHT AND AUTHORITY FOR THE PURPOSE OF ERECTING, USING AND MAINTAINING A SIGN ON THE EASEMENT PROPERTY DESCRIBED ON AMENDED EXHIBIT "B" ATTACHED THERETO.

1800 Colonial Parkway  
Inverness, IL 60067  
PIN: 02-28-301-017; 02-28-301-039

# UNOFFICIAL COPY

## JOLIET:

### PARCEL 1:

LOT 1 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 19 DEGREES 25 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, 346.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 65 DEGREES 25 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, 13.02 FEET; THENCE SOUTH 19 DEGREES 25 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, 151.18 FEET; THENCE SOUTH 13 DEGREES 26 MINUTES 01 SECONDS EAST, 191.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 45 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 121.19 FEET TO THE POINT OF BEGINNING) IN GRAND PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1989 AS DOCUMENT R89-45726 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 15, 1989 AS DOCUMENT R89-47453 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 22, 1991 AS R91-048092, IN WILL COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY THAT CERTAIN UTILITY EASEMENT AGREEMENT DATED MARCH 22, 2004 BETWEEN HSM INVESTMENT, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND JOLIET REAL ESTATE HOLDING COMPANY, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE WILL COUNTY RECORDER ON APRIL 19, 2004, AS DOCUMENT R2004-066735, OVER, UNDER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN GRAND PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1989 AS DOCUMENT R89-45726 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 15, 1989 AS DOCUMENT R89-47453 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 22, 1991 AS R91-048092, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN GRAND PRAIRIE SUBDIVISION, AFORESAID; THENCE NORTH 19 DEGREES 25 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, 346.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 65 DEGREES 25 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, 13.02 FEET; THENCE SOUTH 19 DEGREES 25 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, 151.18 FEET; THENCE SOUTH 13 DEGREES 26 MINUTES 01 SECONDS EAST, 191.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 45 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 121.19 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY.

3401 Hennepin Drive  
Joliet, IL 60431  
PIN: 06-03-26-203-123-0000

# UNOFFICIAL COPY

**MOLINE:**

## Parcel 1:

Lot Two (2) of Rosewood 1st Addition, being part of the North half of the Northwest quarter of the Southeast quarter of Section 12, Township 17 North, Range 1 West of the Fourth (4th) Principal Meridian, located in the City of Moline, County of Rock Island and State of Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest corner of the Southeast quarter of said Section 12; thence South 01 degrees 13 minutes 47 seconds East, 270.05 feet, along the West line of the Southeast quarter of said Section 12 to the Northwest corner of Lot 1 of Rosewood 1st Addition (the West line of the Southeast quarter of said Section 12 was assumed to bear South 01 degrees 13 minutes 47 seconds East, for purposes of this description); thence North 87 degrees 29 minutes 40 seconds East, 824.01 feet, along the South right of way line of 34th Avenue and the North line of said Lot 1 of Rosewood 1st Addition, to the point of beginning and the Northwest corner of said Lot 2 of Rosewood 1st Addition; thence North 87 degrees 29 minutes 40 seconds East, 473.43 feet, along the South right of way line of 34th Avenue and the North line of said Lot 2 of Rosewood 1st Addition, to the West right of way line of 75th Street; thence South 32 degrees 05 minutes 50 seconds East, 44.90 feet, along the West right of way line of said 75th Street and the East line of said Lot 2 of Rosewood 1st Addition; thence South 00 degrees 59 minutes 40 seconds East, 350.87 feet, along the said West right of way line of 75th Street and the East line of said Lot 2 of Rosewood 1st Addition; thence South 87 degrees 36 minutes 50 seconds West, 495.00 feet, along the South line of said Lot 2, to the Southwest corner of said Lot 2; thence North 01 degrees 13 minutes 50 seconds West, 388.86 feet, along the West line of said Lot 2, to the said point of beginning.

## Parcel 2:

Lot One (1) of Rosewood 1st Addition, being a part of the North half of the Northwest quarter of the Southeast quarter of Section 12, Township 17 North, Range 1 West of the Fourth (4th) Principal Meridian, located in the City of Moline, County of Rock Island and State of Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest corner of the Southeast quarter of Section 12; thence South 01 degrees 13 minutes 47 seconds East, 270.05 feet, along the West line of the Southeast quarter of said Section 12, to the point of beginning and the Northwest corner of Lot 1 of Rosewood 1st Addition (the West line of the Southeast quarter of Section 12 was assumed to bear South 01 degrees 13 minutes 47 seconds East for purposes of this description); thence North 87 degrees 29 minutes 40 seconds East, 824.01 feet along the South right of way line of 34th Avenue and the North line of said Lot 1; thence South 01 degree 13 minutes 50 seconds East, 388.86 feet, along the East line of said Lot 1; thence South 87 degrees 36 minutes 50 seconds West, 823.98 feet, along the South line of said Lot 1, to the said West line of the Southeast quarter of Section 12; thence North 01 degrees 13 minutes 47 seconds West, 387.18 feet, along the said West line of the Southeast quarter of Section 12 and the West line of said Lot 1, to the

# UNOFFICIAL COPY

point of beginning; situated in the County of Rock Island and State of Illinois.

7300 34th Avenue  
Moline, IL 61265  
PIN: 07-6499500;  
07-6499400

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****NORTHBROOK:**

## PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST ¼ OF THE EAST ½ OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

## BEING SOMETIMES DESCRIBED AS:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST ¼ OF THE EAST ½ OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET IN PLAT OF DEDICATION RECORDED DECEMBER 11, 2002, AS DOCUMENT NUMBER 0021367331, DESCRIBED THEREIN AS FOLLOWS:

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION, OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF THE WEST 473 FEET OF SAID LOT 3; THENCE SOUTH 00° 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF SAID LOT 3, 300.00 FEET; THENCE NORTH 89° 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04° 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11° 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06° 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28° 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70° 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00° 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, IN COOK COUNTY, ILLINOIS

SAID EXCEPTION PARCEL BEING ALSO DESCRIBED AS:

# UNOFFICIAL COPY

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00° 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2, A DISTANCE OF 300.00 FEET; THENCE NORTH 89° 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04° 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11° 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06° 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28° 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70° 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00° 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 2, THENCE NORTH 89° 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE WEST 160.00 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE EAST  $\frac{1}{2}$  OF GOVERNMENT LOT 2 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

4101 Lake Cook Road  
Northbrook, IL 60062  
PIN: 04-06-101-007; 04-06-101-006

# UNOFFICIAL COPY

## PEORIA:

### Tract 1:

That part of the Southwest Quarter of Section 17, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the center of said Section 17; thence North 87 degrees 57 minutes West (bearing assumed for purpose of description only), along the North line of the Southwest Quarter of said Section 17, 895.01 feet to the point of beginning of the tract to be described; from the point of beginning, thence South 0 degrees 36 minutes West, 255.00 feet; thence South 87 degrees 57 minutes East, 100.00 feet; thence South 0 degrees 31 minutes West, 170.00 feet; thence North 87 degrees 57 minutes West, 19.98 feet; thence South 0 degrees 31 minutes West, 344.92 feet; thence South 80 degrees 52 minutes 46 seconds West, 538.35 feet to the East line of Rolling Acres, Section 15, being a Subdivision of part of the Southwest Quarter of said Section 17; thence North 0 degrees 36 minutes East, along the East line of said Rolling Acres, Section 15, 469.21 feet to a point 405 feet Southerly from the North line of the Southwest Quarter of said Section 17; thence South 87 degrees 57 minutes East, 150.00 feet; thence North 0 degrees 36 minutes East, 150.00 feet; thence South 87 degrees 57 minutes East, 150.00 feet; thence North 0 degrees 36 minutes East, 255.00 feet to the North line of the Southwest Quarter of said Section 17; thence South 87 degrees 57 minutes East, along the North line of the Southwest Quarter of said Section 17, 150.00 feet to the point of beginning, all in Peoria County, Illinois.

### Tract 2:

A part of the Southwest Quarter of Section 17, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the center of said Section 17; thence North 87 degrees 57 minutes West (bearing assumed for purpose of description only), along the North line of the Southwest Quarter of said Section 17, 895.01 feet; thence South 0 degrees 36 minutes West, 255.00 feet; thence South 87 degrees 57 minutes East, 100.00 feet; thence South 0 degrees 31 minutes West, 170.00 feet; thence North 87 degrees 57 minutes West, 19.98 feet; thence South 0 degrees 31 minutes West, 344.92 feet to the point of beginning of the tract to be described; from the point of beginning, thence South 0 degrees 31 minutes West, 145.00 feet; thence South 88 degrees 18 minutes 29 seconds East, 23.88 feet; thence South 272.36 feet; thence North 88 degrees 17 minutes West, 557.65 feet to the East line of Rolling Acres, Section 15, being a Subdivision of part of the Southwest Quarter of said Section 17; thence North 0 degrees 36 minutes East, along the East line of said Rolling Acres, Section 15, 316.05 feet; thence North 80 degrees 52 minutes 46 seconds East, 538.35 feet to the point of beginning, in Peoria County, Illinois.

### Tract 3:

A part of the Southwest Quarter of Section 17, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of Lot 53 of Longwood Second Extension, being a Subdivision of part of the Southwest Quarter of said Section 17; thence North 0 degrees 36 minutes East (bearing assumed for purpose of description only), along the East line of Rolling Acres, Section 15, and Rolling Acres, Section 17, both being Subdivisions of part of the Southwest Quarter of said Section 17, 132.00 feet;

# UNOFFICIAL COPY

thence South 88 degrees 17 minutes East, 538.10 feet; thence South 14 degrees 06 minutes 30 seconds West, 131.65 feet to the North line of said Longwood Second Extension; thence North 88 degrees 40 minutes West, along the North line of said Longwood Second Extension 507.29 feet to the point of beginning, in Peoria County, Illinois.

1500 West Northmoor Road  
Peoria, IL 61614  
PIN: 14-17-326-009; 14-17-326-010; 14-17-376-001

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**ROCKFORD:**

## PARCEL I:

LOT 1 AS DESIGNATED UPON THE PLAT OF ROSEWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 40 OF PLATS ON PAGE 94A IN THE RECORDER'S OFFICE, SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

## EXCEPTING THEREFROM:

PART OF LOT ONE (1) AS DESIGNATED UPON THE PLAT OF ROSEWOOD SUBDIVISION BEING A SUBDIVISION OF PART OF THE N. W. 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THIRD PRINCIPAL MERIDIAN, ROCKFORD, ILLINOIS, THE PLAT OF WHICH SUBDIVISION BEING RECORDED IN BOOK 40 OF PLATS ON PAGE 94A IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF FOUR HUNDRED THIRTY-SIX AND TWENTY-ONE HUNDREDTHS (436.21) FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF LOT FOURTEEN (14) AS DESIGNATED UPON THE PLAT OF CARRIAGE GREEN ESTATES, BEING A SUBDIVISION IN PART OF THE N. W. 1/4 SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ROCKFORD, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 38 OF PLATS ON PAGE 149A IN SAID RECORDER'S OFFICE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PUBLIC WAY DESIGNATED AS TILBURY TERRACE AND THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 00 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LOT FOURTEEN (14) AS DESIGNATED UPON SAID PLAT OF CARRIAGE GREEN ESTATES EXTENDED NORTH A DISTANCE OF FORTY-SIX AND TWENTY-SIX HUNDREDTHS (46.26) FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID LOT FOURTEEN (14) A DISTANCE OF SIXTY-FIVE (65.0) FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 00 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT FOURTEEN (14) A DISTANCE OF FORTY-FIVE AND FORTY-EIGHT HUNDREDTHS (45.48) FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT ONE (1) AS AFORESAID; THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF SIXTY-FIVE (65.0) FEET TO THE POINT OF BEGINNING. SITUATED IN THE CITY OF ROCKFORD, COUNTY OF WINNEBAGO, AND THE STATE OF ILLINOIS.

PARCEL II: INTENTIONALLY DELETED

PARCEL III:

# UNOFFICIAL COPY

EXCLUSIVE SIGN EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY EASEMENT AGREEMENT DATED JULY 22, 1993 AND RECORDED JULY 28, 1993 AS MICROFILM NUMBER 93-47-1542 OVER AND ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 70 FEET OF THE EAST 30 FEET OF THE WEST 1165.99 FEET TO THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 40 FEET, SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

## PARCEL IV:

NON-EXCLUSIVE STORM WATER EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY EASEMENT AGREEMENT DATED JULY 22, 1993 AND RECORDED JULY 28, 1993 AS MICROFILM NUMBER 93-47-1530 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: SAID CENTERLINE BEGINNING AT A POINT DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT TWENTY-FOUR (24) AS DESIGNATED UPON THE PLAT OF CARRIAGE GREEN ESTATES IN PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ROCKFORD, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 38 OF PLATS ON PAGE 149A IN THE RECORDERS OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST, ALONG THE NORTH LINE OF SAID PLAT OF CARRIAGE GREEN ESTATES, A DISTANCE OF FIVE HUNDRED SEVENTY-NINE AND SEVENTY-NINE HUNDREDTHS (579.79) FEET; THENCE NORTH 00 DEGREES 49 MINUTES 55 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF ONE HUNDRED EIGHTY (180) FEET, TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED CENTERLINE EASEMENT; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF ONE THOUSAND FIFTY (1,050) FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 55 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER (1/4), A DISTANCE OF FIVE HUNDRED FORTY (540) FEET TO THE POINT OF TERMINATION; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

## PARCEL V:

NON-EXCLUSIVE WATER RETENTION EASEMENT FOR BENEFIT OF PARCEL I AS CREATED BY DEED DATED FEBRUARY 28, 1989 AND RECORDED MARCH 1, 1989 AS MICROFILM NUMBER 89-06-0260 AND AS FURTHER ASSIGNED BY EASEMENT AGREEMENT DATED JULY 22, 1993 AND RECORDED JULY 28, 1993 AS MICROFILM NUMBER 93-47-1530 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTH SEVENTY ACRES (70) OF THE NORTHWEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL

# UNOFFICIAL COPY

MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH SEVENTY (70) ACRES SAID POINT BEING ONE THOUSAND THREE HUNDRED SEVENTY-TWO AND FORTY-FIVE HUNDREDTHS (1,372.45) FEET EASTERLY (MEASURED ALONG SAID NORTH LINE) OF THE WEST LINE OF SAID NORTHWEST QUARTER (1/4) AND RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH SEVENTY (70) ACRES A DISTANCE OF FIVE HUNDRED (500) FEET SAID NORTH LINE HEREIN DESIGNATED SOUTH 89 DEGREES 49 MINUTES 40 SECONDS EAST; THENCE SOUTH 34 DEGREES 58 MINUTES 06 SECONDS WEST, A DISTANCE OF THREE HUNDRED FIFTY-NINE AND TWENTY-FOUR HUNDREDTHS (359.24) FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH SEVENTY (70) ACRES A DISTANCE OF NINETY (90) FEET; THENCE NORTHWESTERLY A DISTANCE OF THREE HUNDRED FIFTY-NINE AND TWENTY-FOUR HUNDREDTHS (359.24) FEET MORE OR LESS TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

## PARCEL VI:

CENTERLINE SANITARY SEWER EASEMENT FOR BENEFIT OF PARCEL I AS CREATED BY SANITARY SEWER EASEMENT AGREEMENT DATED JULY 22, 1993 AND RECORDED JULY 28, 1993 AS MICROFILM NUMBER 93-47-1552 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: SAID CENTERLINE BEGINNING AT A POINT DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT, ONE THOUSAND TWO HUNDRED FIFTY-FIVE (1,255) FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (1/4), MEASURED PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4), FIVE HUNDRED SEVENTY (570) FEET SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4), MEASURED PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER (1/4); THENCE SOUTH 29 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF SIX HUNDRED (600) FEET TO A POINT; THENCE SOUTH 14 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF TWO HUNDRED FORTY (240) FEET, MORE OR LESS, TO THE POINT OF TERMINATION; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

1660 South Mulford Road  
 Rockford, IL 61108  
 PIN: 12-34-102-022

# UNOFFICIAL COPY

## ST. CHARLES:

### Parcel 1:

Lot 1 of Unit No. 1 Foxfield Plaza, St. Charles, City of St. Charles, according to the plat thereof recorded December 16, 1980 as document 1564025, in Kane County, Illinois.

### Parcel 2:

Perpetual, Non-exclusive Storm Water Easement for the benefit of Parcel 1 as set forth and defined in Grant and Declaration of Storm Water Easement dated July 31, 1995 and recorded August 1, 1995 as document 95K043023.

850 Dunham Road  
St. Charles, IL 60174  
PIN: 09-26-226-008

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****ST. LOUIS:**

A tract of land being part of the Southeast one-quarter of the Northwest fractional one-quarter and the Southwest one-quarter of the Northeast one-quarter of Section 35, Township 46 North, Range 5 East, St. Louis County, Missouri and being more particularly described as: Beginning at the intersection of the Southwest line of Schuetz Road as widened by deed recorded in Book 8746, Page 1481 of the St. Louis County Records with the West line of property conveyed to Howard C. Holman and wife by deed recorded in Book 2558, Page 70 of the St. Louis County Records, said point being 35 feet perpendicularly distant Southwest of the original centerline of Schuetz Road; thence Southwardly along said West line of Howard C. Holman and wife property being also the centerline of a creek the following courses and distances: South 07 degrees 12 minutes 24 seconds West 34.73 feet, South 34 degrees 07 minutes 57 seconds West 33.80 feet, South 07 degrees 45 minutes 31 seconds West 35.97 feet, South 12 degrees 30 minutes 33 seconds East 47.31 feet, South 08 degrees 47 minutes 34 seconds East 26.87 feet, South 21 degrees 37 minutes 34 seconds West 40.10 feet, South 28 degrees 39 minutes 53 seconds West 41.75 feet, South 26 degrees 11 minutes 42 seconds West 75.98 feet, South 18 degrees 54 minutes 29 seconds East 27.44 feet and South 41 degrees 20 minutes 42 seconds East 31.40 feet to a point; thence North 89 degrees 36 minutes 13 seconds West 497.71 feet to a point; thence North 01 degree 00 minutes 55 seconds East 514.27 feet to a point; thence North 57 degrees 34 minutes 46 seconds West 131.62 feet to a point in an East line of property conveyed to Herbert Vohsen by deed recorded in Book 6529, Page 2226 of the St. Louis County Records; thence Northwardly and Eastwardly along said East line and a South line of said Herbert Vohsen property North 01 degree 00 minutes 55 seconds East 69.50 feet and North 65 degrees 19 minutes 20 seconds East 132.15 feet to a point in the Southwest line of aforesaid Schuetz Road as widened by deed recorded in Book 8746, Page 1484 of the St. Louis County Records, said point being 35 feet perpendicularly distant Southwest of the original centerline of Schuetz Road; thence Southeastwardly along the Southwest line of Schuetz Road as widened by said deed recorded in Book 8746, Page 1484 and by aforesaid deed recorded in Book 8746, Page 1481 of the St. Louis County Records, South 57 degrees 29 minutes 40 seconds East 16.96 feet and South 56 degrees 32 minutes 47 seconds East 619.16 feet to the point of beginning according to a survey by Volz Engineering and Surveying, Inc., dated July 3, 1991 and as shown as Adjusted Parcel A on the boundary adjustment plat recorded in Plat Book 307, Page 44 of the St. Louis County Records.

11278 Schuetz Road  
 St. Louis, MO 63146  
 PIN: 16N-52-0465

# UNOFFICIAL COPY

## WOOD RIVER:

### PARCEL 1:

Lot 2 in OIL CITY ACRES, a subdivision in the East Half of the Southwest Quarter of Section 22, Township 5 North, Range 9 West of the Third Principal Meridian according to the plat thereof recorded in Plat Book 37 Page 42, except that part taken by Condemnation Case No. 81-ED-18 more particularly described as follows: Commencing at a brass plug found at the intersection of the prolongation of the west right of way line of Sixth Street with the prolongation of the Northeasterly right of way line of S.B.I. Route 159 (Illinois Route 143) (Alton Edwardsville Road); thence North 54 degrees 34 minutes 25 seconds West along said Northeasterly right of way line 183.47 feet to a point, said point being the point of beginning of tract of land herein described; thence continue North 54 degrees 34 minutes 25 seconds West along said Northeasterly right of way line 258.80 feet to a point; thence South 01 degrees 43 minutes 35 seconds West along said Northeasterly right of way line 18.03 feet to a point; thence North 54 degrees 34 minutes 25 seconds West along said Northeasterly right of way line 69.00 feet to a point; thence North 35 degrees 20 minutes 35 seconds East 226.46 feet to a point; thence North 89 degrees 56 minutes 18 seconds east 155.85 feet to a point on the Grantors' East property line; thence South 00 degrees 03 minutes 42 seconds East along the said Grantors' East property line 257.00 feet to a point; thence North 89 degrees 38 minutes 53 seconds west 19.25 feet to a point; thence South 00 degrees 07 minutes 55 seconds West along the said Grantor's East property line 100.00 feet to the point of beginning in Madison County, Illinois; all bearings were derived from an assumed bearing of North 00 degrees 00 minutes 00 seconds East on the center line of Sixth Street as said center line is shown on a plat recorded in the Madison County Recorder's Office in Book 3154 Page 1984 in the Recorder's Office of Madison County, Illinois in Madison County, Illinois.

### PARCEL 2:

Part of Lot 1 in OIL CITY ACRES according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 37 Page 42 more particularly described as follows: Beginning at the Northeast corner of said Lot 1; thence North 87 degrees 18 minutes West along the North line of said Lot 1 a distance of 9.01 feet; thence South parallel to and 9 feet distant from the East line of said Lot 1 a distance of 246.42 feet; thence South 45 degrees 00 minutes West a distance of 7.07 feet to the North line of Parcel 5; thence East along said North line a distance of 14 feet to the East line of said Lot 1; thence North along said East line a distance of 251 feet to the point of beginning in Madison County, Illinois.

### PARCEL 3:

Part of Lot 1 in OIL CITY ACRES according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 37 Page 42 more particularly described as follows: Beginning at a point on the North line of said Lot 1 located North 87 degrees 18 minutes West a distance of 9.01 feet from the Northeast corner thereof, also being the Northwest corner of Parcel 2; thence South along the East line of Parcel 2 a distance of 85.42 feet; thence West at right angles a distance of 245.49 feet to the West line of said Lot 1; thence North along said line a distance of 97.00 feet to the North line of said Lot 1; thence South 87 degrees 18 minutes East

# UNOFFICIAL COPY

along said North line a distance of 245.76 feet to the point of beginning in Madison County, Illinois.

## PARCEL 4:

Part of Lot 1 in OIL CITY ACRES according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 37 Page 42 more particularly described as follows: Beginning at the Southeast corner of said Lot 1; thence Northeasterly along the Easterly line of said Lot 1 a distance of 133.67 feet; thence continuing along said Easterly line of said lot along a curve to the left with an arc distance of 44.31 feet and a radius of 71.72 feet to a point on the Easterly line of said Lot 1; thence South 44 degrees 42 minutes 54 seconds West a distance of 177.56 feet to a point on the Southwesterly line of said Lot 1; thence South 54 degrees 36 minutes East a distance of 42 feet to the point of beginning in Madison County, Illinois.

## PARCEL 5:

An easement for purposes of ingress and egress over the following portion of the above described property: Part of Lot 1 in Oil City Acres as shown on plat thereof recorded in Plat Book 37 Page 42 in the Recorder's Office in Madison County, Illinois described as follows: Beginning at a point on the Southwesterly line of said Lot 1 located North 54 degrees 36 minutes West a distance of 42 feet from the Southeast corner of said Lot 1; thence North 44 degrees 42 minutes 54 seconds East a distance of 177.56 feet to a point on the East line of said Lot 1 a distance of 343.58 feet from the Northeast corner thereof; thence North along said East line a distance of 92.58 feet; thence West at right angles a distance of 58 feet; thence South at right angles a distance of 88 feet; thence South 44 degrees 42 minutes West a distance of 147.29 feet to a point on the Southwesterly line of said Lot 1; thence South 54 degrees 36 minutes East along said line a distance of 45 feet to the point of beginning as reserved in Book 3347 Page 449 in Madison County, Illinois.

Situated in the County of Madison and State of Illinois.

395 East Edwardsville Road  
Wood River, IL 62095  
PIN: 19-2-08-22-14-302-011.001