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This Document Prepared by and
after Recording Return to:

Old Second National Bank
37 S. River St.,
Aurora, Illinois 60506
Attn: Loan Servicing



Doc#: 1624639142 Fee: \$70.00
RHSP Fee: \$9.00 BPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/02/2016 02:15 PM Pg: 1 of 15

Permanent Tax Index Numbers:
See Exhibit A-1, A-2 and A-3
attached hereto.

This space reserved for Recorder's use only.

Property Address
See Exhibit A-1, A-2 and A-3 attached hereto.

AMENDED AND RESTATED CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS AMENDED AND RESTATED CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made as of August 1, 2016, among SPY GLASS PROPERTIES LLC, an Illinois limited liability company ("Spy Glass Properties"), SPY GLASS ILLINOIS, LLC, an Illinois limited liability company ("Spy Glass Illinois"), SPYGLASS PROPERTIES OF FLORIDA LLC, a Florida limited liability company ("Spy Glass Florida"), SPY GLASS NEVADA LLC, a Nevada limited liability company ("Spy Glass Nevada"), (Spy Glass Properties, Spy Glass Illinois, Spy Glass Florida and Spy Glass Nevada are hereinafter collectively referred to as "Spy Glass"), SWEETENER SUPPLY CORPORATION, an Illinois corporation ("Sweetener"), (Spy Glass and Sweetener are hereinafter collectively referred to as the "Companies") for the benefit of OLD SECOND NATIONAL BANK, its successors and assigns ("Bank").

RECITALS:

A. Pursuant to the terms of that certain Commercial Loan Agreement dated April 19, 2011 between Sweetener and Bank, as amended by that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, renewed, extended, modified, or restated, the "Revolving Loan Agreement") among Companies and Bank, Bank agreed to make (i) certain Revolving Loans to Sweetener in an amount not to exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00) outstanding at any one time (the "Revolving Loan" also known as Loan No. 60101002032), as evidenced by that certain Second Amended and Restated Revolving Note dated May 22, 2013 in the amount of the Revolving Loan made payable by Sweetener to the order of Bank (as amended or restated from time to time, the "Revolving Note"), and (ii) a certain Line of Credit Loan to Sweetener in an amount not to exceed Five Million Four Hundred Forty-Three Thousand Five Hundred and 00/100 Dollars (\$5,443,500.00) (the "Line of Credit Loan"), as evidenced by that certain Line of Credit Note dated June 1, 2012 in the amount of the Line of Credit Loan made payable by Sweetener to the order of Bank (as amended or restated from time to time, the "Line of Credit Note" also known as Loan No.

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60101012718) (the Revolving Note and Line of Credit Note are hereinafter collectively referred to as the "Sweetener Notes").

B. The Sweetener Loans are secured by, in addition to the Revolving Loan Agreement among other documents, a Commercial Security Agreement dated as of September 28, 2007, given by Sweetener in favor of the Bank (as amended, renewed, extended, modified, or restated, the "Security Agreement").

C. The Sweetener Loan Agreements, the Sweetener Notes, and the Security Agreement, together with all other documents executed in connection with Sweetener Loans, as the same may hereafter be renewed, extended, modified, or amended, are collectively referred to herein as the "Sweetener Loan Documents." All collateral granted by Sweetener as security for the Sweetener Loans pursuant to the Sweetener Loan Documents is referred to herein as the "Sweetener Collateral".

D. Bank has also made (i) a certain Mortgage Loan to Spy Glass Properties in the principal amount of Four Million Nine Hundred Seventy-Eight Thousand One Hundred Sixty and 63/100 Dollars (\$4,975,160.63) (the "Mortgage A Loan" also known as Loan No. 60101002040), as evidenced by that certain Promissory Note dated as of September 28, 2007 in the amount of the Mortgage A Loan, made payable by Spy Glass Properties to the order of Bank (as amended or restated from time to time, the "Mortgage A Note").

E. Pursuant to the terms of that certain Business Loan Agreement dated January 6, 2016 between Spy Glass Florida and Bank (as amended, renewed, extended, modified, or restated, the "Spy Glass Florida Revolving Loan Agreement"), Bank agreed to make a certain unsecured Revolving Loan to Spy Glass Florida in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) outstanding at any one time (the "Spy Glass Florida Revolving Loan" also known as Loan No. 63801011931), as evidenced by that certain Promissory Note dated January 6, 2016 in the amount of the Spy Glass Florida Revolving Loan made payable by Spy Glass Florida to the order of Bank (as amended or restated from time to time, the "Spy Glass Florida Revolving Note").

F. Bank is also making a certain Mortgage Loan to Spy Glass Nevada LLC in the principal amount of One Million One Hundred Sixty Thousand and 00/100 Dollars (\$1,160,000.00) (the "Mortgage B Loan" also known as Loan No. 63801016203), as evidenced by that certain Promissory Note dated as of August 1, 2016 in the amount of the Mortgage B Loan, made payable by Spy Glass Nevada to the order of Bank (as amended or restated from time to time, the "Mortgage B Note") (the Mortgage A Loan, Mortgage B Loan and Spy Glass Florida Revolving Loan are hereinafter collectively referred to as the "Spy Glass Loans") (the Mortgage A Note, Mortgage B Note, and Spy Glass Florida Revolving Note are hereinafter collectively referred to as the "Spy Glass Notes") (the Sweetener Notes and the Spy Glass Notes are hereinafter collectively referred to as the "Notes").

G. The Mortgage A Loan is secured by, among other documents, a Real Estate Mortgage dated as of September 28, 2007 and recorded in the Cook County, Illinois Recorder's Office (the "Recorder's Office") on October 9, 2007 as Document No. 0728203047, made by Spy Glass to the Bank (as amended, renewed, extended, modified, or restated, the "Mortgage A") which encumbers the real property and all improvements thereon described on Exhibit A-1

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attached hereto (the "Brookfield Property"), by an Assignment of Rents and Leases, dated as of September 28, 2007 and recorded in the Recorder's Office on October 9, 2007 as Document No. 0728203048, made by Spy Glass to the Bank (as amended, renewed, extended, modified, or restated, being hereinafter referred to herein as the "Assignment A") which further encumbers the Brookfield Property.

H. Pursuant to the terms of that certain Loan Assumption and Mortgage Modification Agreement dated August 1, 2011 and recorded with the Recorder's Office on September 13, 2011 as Document No. 1125619114 (the "Assumption Agreement"), the Mortgage A Loan was assigned by Spy Glass Properties to and assumed by Spy Glass Illinois.

I. The Mortgage B Loan is secured by, among other documents, a Mortgage dated as of August 1, 2016 and to be recorded contemporaneously with this Agreement in the Washoe County, Nevada Recorder's Office (the "Nevada Recorder's Office"), made by Spy Glass Nevada to the Bank (the "Mortgage B") which encumbers the real property and all improvements thereon described on Exhibit A-2 attached hereto (the "Reno Property"), and by an Assignment of Rents and Leases, dated as of August 1, 2016 and to be recorded contemporaneously with this Agreement and Mortgage B in the Nevada Recorder's Office, made by Spy Glass Nevada to the Bank (as amended, renewed, extended, modified, or restated, being hereinafter referred to herein as the "Assignment B") which further encumbers the Reno Property.

J. Pursuant to the Original Cross Agreement (defined in Subparagraph "L" below), the Mortgage A Loan is also secured by, among other documents, a Mortgage dated as of December 5, 2011 and recorded in the Walworth County, Wisconsin Recorder's Office (the "Wisconsin Recorder's Office") on December 8, 2011 as Document No. 827782, made by Spy Glass Wisconsin, LLC ("Spy Glass Wisconsin") to the Bank (as amended from time to time, the "Original Wisconsin Mortgage"), as amended by that certain Amendment to Mortgage and Assignment of Rents and Leases dated as of June 1, 2012, given by Spy Glass Wisconsin in favor of Bank (the "Mortgage Amendment") which encumbers the real property and all improvements thereon described on Exhibit A-3 attached hereto (the "Elkhorn Property"), by an Assignment of Rents and Leases, dated as of December 5, 2011 and recorded in the Wisconsin Recorder's Office on December 8, 2011 as Document No. 827783, made by Spy Glass Wisconsin to the Bank, as amended by the Mortgage Amendment (as amended, renewed, extended, modified, or restated, being hereinafter referred to herein as the "Wisconsin Assignment") which further encumbers the Elkhorn Property. Additionally, the Original Wisconsin Mortgage and Wisconsin Assignment were amended by that certain First Modification of Loan Documents dated May 22, 2013 and recorded with the Cook County Recorder of Deeds on July 2, 2013 as Document No. 1318341074, and recorded in the Wisconsin Recorder's Office on June 4, 2013 as Document No. 864392, and that certain Second Modification of Loan Documents dated April 30, 2015 and recorded with the Cook County Recorder of Deeds on May 21, 2015 as Document No. 1514146013, and recorded in the Wisconsin Recorder's Office on May 14, 2015 as Document No. 904494.

K. The Spy Glass Notes, Mortgage A, Mortgage B, the Original Wisconsin Mortgage, Assignment A, Assignment B, the Wisconsin Assignment, and the Assumption Agreement, together with all other documents executed in connection with the Spy Glass Loans, as the same may hereafter be renewed, extended, modified, or amended, are collectively referred

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to herein as the "Spy Glass Loan Documents." All collateral granted by Spy Glass as security for the Spy Glass Loans pursuant to the Spy Glass Loan Documents is referred to herein as the "Spy Glass Collateral".

I. As a condition to issuing the Loans and entering into the Loan Documents, Bank has required, and each of Sweetener and Spy Glass have agreed, that (i) the Sweetener Loan Documents and Spy Glass Loan Documents shall be cross-defaulted with one another, (ii) the Sweetener Loans pursuant to the Sweetener Loan Documents shall be cross-collateralized and cross-defaulted with one another, and (iii) the Spy Glass Loans pursuant to the Spy Glass Loan Documents shall be cross-collateralized (except for the unsecured Spy Glass Florida Revolving Loan) and cross-defaulted with one another. Notwithstanding the foregoing, the Spy Glass Nevada Collateral shall only secure the obligations of Spy Glass Nevada. Each of Sweetener and Spy Glass will derive substantial financial benefits from the issuance of the Sweetener Loans and Spy Glass Loans and the Banks' entry into the Sweetener Loan Documents and Spy Glass Loan Documents. Each of Sweetener, Spy Glass and the Bank have entered into a certain Cross-Default and Cross-Collateralization Agreement dated June 1, 2012, and previously recorded with the Cook County Recorder of Deeds on June 20, 2012 as Document No. 1217244067 and the Wisconsin Recorder's Office on July 27, 2012 as Document No. 843014 (as subsequently amended from time to time by that certain First Modification and that certain Second Modification, together the "Original Cross Agreement"), which the parties now desire to amend and restate according to the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Bank to issue the Notes and enter into the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sweetener, Spy Glass and Bank agree as follows:

1. *Sweetener Cross-Collateralization.* The Sweetener Collateral and the other security delivered with respect to the issuance of the Sweetener Notes and the execution of the Sweetener Loan Documents, and all documents related thereto, shall secure all obligations of Sweetener pursuant to each of the Sweetener Loan Documents in such order and with such priority as determined by the Bank in its sole discretion.
2. *Spy Glass Cross-Collateralization.* The Spy Glass Collateral and the other security delivered with respect to the issuance of the Spy Glass Notes and the execution of the Spy Glass Loan Documents, and all documents related thereto, shall secure all obligations of Spy Glass (except for the unsecured Spy Glass Florida Loan) pursuant to each of the Spy Glass Loan Documents in such order and with such priority as determined by the Bank in its sole discretion. Notwithstanding the foregoing, the Spy Glass Nevada Collateral shall only secure the obligations of Spy Glass Nevada.

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3. *Cross-Default.*

a. Each of the Sweetener Loan Documents is hereby amended to provide that the occurrence of an Event of Default, as defined in and pursuant to any of the Sweetener Loan Documents, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under such documents and under any and all of the other Sweetener Loan Documents, which shall entitle Bank to exercise any of the remedies available to it pursuant to the terms of any and all of the Sweetener Loan Documents.

b. Each of the Spy Glass Loan Documents is hereby amended to provide that the occurrence of an Event of Default, as defined in and pursuant to any of the Spy Glass Loan Documents, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under such documents and under any and all of the other Spy Glass Loan Documents, which shall entitle Bank to exercise any of the remedies available to it pursuant to the terms of any and all of the Spy Glass Loan Documents.

c. Each of the Sweetener Loan Documents and Spy Glass Loan Documents is hereby amended to provide that the occurrence of an Event of Default, as defined in and pursuant to any of the Sweetener Loan Documents or Spy Glass Loan Documents, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under such documents and under any and all of the other Sweetener Loan Documents and/or Spy Glass Loan Documents, which shall entitle Bank to exercise any of the remedies available to it pursuant to the terms of any and all of the Sweetener Loan Documents or Spy Glass Loan Documents.

4. *Reaffirmation.* All terms of the Sweetener Loan Documents and Spy Glass Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of all parties thereto to the Bank. As of the date of this Agreement, each of Sweetener and Spy Glass herein restates, ratifies and reaffirms each and every term and condition set forth in the Sweetener Loan Documents or Spy Glass Loan Documents, as applicable.

5. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

6. *No Oral Agreements.* The Sweetener Loan Documents and Spy Glass Loan Documents, each as modified hereby, represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

7. *Controlling Law.* This Agreement shall be governed by the internal laws, and not the laws of conflicts, of the State of Illinois.

8. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH

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MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST BANK OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. *Counterparts.* This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

(signature page to follow)

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date set forth above.

SWEETENER SUPPLY CORPORATION,
an Illinois corporation

By: [Signature]
Name: Joseph P. Cardella
Its: President

SPY GLASS ILLINOIS, LLC, an Illinois limited liability company

By: Spy Glass Properties LLC, its Manager
By: [Signature]
Name: Joseph P. Cardella
Its: Manager

SPY GLASS PROPERTIES LLC, an Illinois limited liability company

By: [Signature]
Name: Joseph P. Cardella
Its: Manager

SPYGLASS PROPERTIES OF FLORIDA LLC, a Florida limited liability company

By: Spy Glass Properties LLC, its Manager
By: [Signature]
Name: Joseph P. Cardella
Its: Manager

OLD SECOND NATIONAL BANK

By: _____
Name: SIGNED IN COUNTERPART
Its: _____

SPY GLASS WISCONSIN, LLC, a Wisconsin limited liability company

By: Spy Glass Properties LLC, its Manager
By: [Signature]
Name: Joseph P. Cardella
Its: Manager

SPY GLASS NEVADA LLC, a limited liability company

By: Spy Glass Properties LLC, its Manager
By: [Signature]
Name: Joseph P. Cardella
Its: Manager

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date set forth above.

SWEETENER SUPPLY CORPORATION,
an Illinois corporation

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

SPY GLASS PROPERTIES LLC, an Illinois
limited liability company

By: SIGNED IN COUNTERPART
Name: _____
Its: Manager

OLD SECOND NATIONAL BANK

By: David M. Trotter
Name: David M. Trotter
Its: 1st VP

SPY GLASS ILLINOIS, LLC, an Illinois limited
liability company

By: Spy Glass Properties LLC, its Manager
By: SIGNED IN COUNTERPART
Name: _____
Its: Manager

SPYGLASS PROPERTIES OF FLORIDA LLC,
a Florida limited liability company

By: Spy Glass Properties LLC, its Manager
By: SIGNED IN COUNTERPART
Name: _____
Its: Manager

SPY GLASS WISCONSIN, LLC, a Wisconsin
limited liability company

By: Spy Glass Properties LLC, its Manager
By: SIGNED IN COUNTERPART
Name: _____
Its: Manager

SPY GLASS NEVADA LLC, a limited liability
company

By: Spy Glass Properties LLC, its Manager
By: SIGNED IN COUNTERPART
Name: _____
Its: Manager

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STATE OF <u>Illinois</u>)	
)	SS.
COUNTY OF <u>Cook</u>)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, the President, of SWEETENER SUPPLY CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of July, 2016.



<u>Leslie L. Sigmund</u> NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

STATE OF <u>Illinois</u>)	
)	SS.
COUNTY OF <u>Cook</u>)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, the manager, of SPY GLASS PROPERTIES LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of July, 2016.



<u>Leslie L. Sigmund</u> NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

UNOFFICIAL COPY

STATE OF <u>Illinois</u>)
) SS.
COUNTY OF <u>Cook</u>)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, as Manager of Spy Glass Properties LLC, the Manager of SPY GLASS ILLINOIS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of July, 2016.



<u>Leslie Sigmund</u>
NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

STATE OF <u>Illinois</u>)
) SS.
COUNTY OF <u>Cook</u>)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, as Manager of Spy Glass Properties LLC, the Manager, of SPYGLASS PROPERTIES OF FLORIDA LLC, a Florida limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of July, 2016.



<u>Leslie Sigmund</u>
NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

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STATE OF <u>Illinois</u>)
) SS.
COUNTY OF <u>Cook</u>)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, as Manager of Spy Glass Properties LLC, the Manager, of SPY GLASS WISCONSIN, LLC, a Wisconsin limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of July, 2016.



<u>Leslie L. Sigmund</u>
NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

STATE OF <u>Illinois</u>)
) SS.
COUNTY OF <u>Cook</u>)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Gardella, as Manager of Spy Glass Properties LLC, the Manager, of SPY GLASS NEVADA LLC, a Nevada limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of July, 2016.



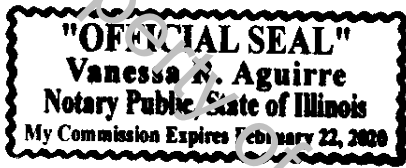
<u>Leslie L. Sigmund</u>
NOTARY PUBLIC
My Commission Expires: <u>7-28-18</u>

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STATE OF <u>IL</u>)
) SS.
COUNTY OF <u>Kane</u>)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID MOTTET, the 1st VP, of OLD SECOND NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of JULY, 2016.



<u>VS</u>
NOTARY PUBLIC
My Commission Expires: <u>Feb 22, 2020</u>

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EXHIBIT A-1

LEGAL DESCRIPTION (BROOKFIELD PROPERTY)

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 3, A DISTANCE OF 246.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 320.00 FEET SOUTHERLY OF SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 3 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 105.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD CO'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 600.00 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 160.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT OF 5.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY EXTENSION OF THE CENTERLINE OF MORTON AVENUE, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF BROOKFIELD, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE WESTERLY ALONG SAID NORTH LINE OF THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Address: 9501 West Southview Avenue, Brookfield (Cook County), Illinois 60513

PIN: 18-03-100-011

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EXHIBIT A-2

LEGAL DESCRIPTION (RENO PROPERTY)

All that certain real property situated in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

COMMENCING at the Southeast corner of Section 35, Township 20 North, Range 19 East, M.D.B.&M., an iron pipe set in concrete; thence South 88°58' West 46.85 feet along the Southerly boundary of Township 20 North, Range 19 East, to its intersection with the right of way fence on the Westerly line of Valley Road; thence North 0°14'30" East 16.58 feet along said fence to the true point of beginning; thence South 88°14'50" West 100.00 feet along a line which is identical to the center line of a proposed spur track; thence South 1°45'10" East 19.00 feet; thence South 88°14'50" West 239.30 feet; thence Westerly along the arc of a tangent curve to the left, having a radius of 391.28 feet, a central angle of 11°19'57" and an arc length of 77.39 feet to the Southeastern right of way line of the Western Pacific Railroad; thence Northeasterly along said right of way line from a tangent bearing North 48°12'11" East along the arc of a curve to the right having a radius of 2,121.01 feet, a central angle of 0°36'36" and an arc length of 23.55 feet to a point on the Southerly boundary of Township 20 North, Range 19 East, identical to the Southerly right of way line of the Western Pacific Railroad; thence South 88°58' West 68.83 feet along said Southerly township boundary and right of way line; thence curving to the right from a tangent bearing North 47°28'37" East with a radius of 2257.01 feet through an angle of 10°13'45" for an arc distance of 402.95 feet along the Southeasterly right of way line of said railroad; thence North 88°14'50" East 147.72 feet; thence along the Western line of said Valley Road South 0°14'30" East 224.00 feet to the true point of beginning. Situate in the SE 1/4 of Section 35, Township 20 North, Range 19 East, and the NE 1/4 of Section 2, Township 19 North, Range 19 East, M.D.B.&M.

PARCEL 2:

An easement for the construction and maintenance for a railroad spur, described as follows:

Commencing at the Southeast corner of Section 35, Township 20 North, Range 19 East, M.D.B.&M., an iron pipe set in concrete; thence South 88°58' West 46.85 feet along the Southerly boundary of Township 20 North, Range 19 East, to its intersection with the right of way fence on the Westerly line of Valley Road; thence North 0°14'30" East 16.58 feet along said fence; thence South 88°14'50" West 100.00 feet; thence South 1°45'10" East 19.00 feet; thence South 88°14'50" West 194.00 feet to the true point of beginning; thence South 88°14'50" West 45.30 feet; thence Westerly along the arc of a tangent curve to the left having a radius of 391.28 feet; a central angle of 11°19'57" and an arc length of 77.390 feet to the Southeastern right of way line of the Western Pacific Railroad; thence Southwesterly along said right of way line; from a tangent bearing South 48°12'11" West along the arc of a curve to the left having a radius of 2,121.01 feet, a central angle of 1°02'21" and an arc length of 40.12 feet; thence North 75°47'25" East 156.34 feet to the true point of beginning. Situate in the NE 1/4 of the NE 1/4 of Section 2, Township 19 North, Range 19 East, M.D.B.&M.

Address: 2301 Valley Rd., Reno, NV 89512
Parcel No.: 003-190-04

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EXHIBIT A-3

LEGAL DESCRIPTION (ELKHORN PROPERTY)

LOT 1 OF CERTIFIED SURVEY MAP NO. 3693 AS RECORDED IN VOLUME 22 OF CERTIFIED SURVEYS ON PAGE 100 AS DOCUMENT NO. 603911, LOCATED IN THE SOUTHEAST ¼ OF SECTION 6, T2N, R17E, CITY OF ELKHORN, WALWORTH COUNTY, WISCONSIN.

Property Address: 1080 Proctor Drive, Elkhorn, Wisconsin

PIN: YA369300001

Property of Cook County Clerk's Office