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This Document Prepared By
and After Recording Return to:

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PIN Number(s):
1231200023

8936968 KK O'Call



Doc# 1723439156 Fee \$74.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/22/2017 02:04 PM PG: 1 OF 19

AUGUST 2017 MODIFICATION OF LOAN DOCUMENTS

This AUGUST 2017 MODIFICATION OF LOAN DOCUMENTS (the "Modification") is made as of August 21, 2017 (the "Effective Date"), by and among **DC-505 NORTH RAILROAD AVENUE, LLC**, Delaware limited liability company, whose address is c/o Carter/Validus Operating Partnership, LP, 4211 W. Boy Scout Boulevard, Suite 500, Tampa, FL 33607, Attn: Lisa Drummond (the "Borrower"); **CARTER/VALIDUS OPERATING PARTNERSHIP LP**, a Delaware limited partnership, whose address is 4211 W. Boy Scout Boulevard, Suite 500, Tampa, FL 33607, Attn: Lisa Drummond (the "Guarantor"); and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as administrative agent under the Loan Agreement referenced below (in such capacity, the "Administrative Agent"), whose address for purposes hereof is 100 North Tryon Street, NCI-007-11-15, Charlotte, NC 28255, Attention: Commercial Real Estate Banking Group.

RECITALS:

A. Reference is hereby made to that certain Loan Agreement among Borrower, Administrative Agent and the Lenders party thereto dated as of August 21, 2014 (as the same may have been or may be amended, restated, supplemented or otherwise modified prior to the date hereof and as modified hereby, the "Loan Agreement") pursuant to which the Lenders have extended financing (the "Loan") to the Borrower. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

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B. The Loan is evidenced by the Notes referenced in the Loan Agreement and which are in a stated face amount equal to \$105,850,000.00.

C. The Loan is secured by: (i) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of August 21, 2014, and executed by Borrower in favor of Administrative Agent to secure the Obligations and recorded in the land records of Cook County, Illinois on August 27, 2014 as Document #1423913045 (as the same may have been or may be extended, amended, restated, supplemented or otherwise modified from time to time and as amended hereby, the "Mortgage") and creating a lien on the real property described therein and referenced on Exhibit A attached hereto, and (ii) that certain Guaranty Agreement dated as of August 21, 2014, executed by Guarantor for the benefit of Lender (as the same may have been or may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, and as amended hereby, the "Guaranty").

D. Borrower, Guarantor, Administrative Agent, and the Lenders wish to modify certain terms and provisions of the Loan Agreement and the other Loan Documents as set forth or required herein including for the purpose of, among other things, extending the maturity of the Loan. The Administrative Agent and Lenders are willing to make such modifications subject to the satisfaction of certain conditions precedent as set forth herein and subject to Borrower and Guarantor (as applicable) making the representations and assurances hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals, the mutual representations and covenants contained in this Modification and other good consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor (as applicable), Administrative Agent, and Lenders do hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are made a part hereof.

2. **Loan Agreement.** The Loan Agreement is hereby amended in the following respects:

(a) All references contained in the Loan Agreement to the title of Exhibit "O" thereof are hereby deleted in their entirety. The extension options referenced therein have been terminated and are of no further force or effect.

(b) The following Section 1.4.4 is hereby added to Section 1.4 of the Loan Agreement immediately following Section 1.4.3 thereof:

"1.4.4 Minimum Yield. In the event that the amount of interest payable pursuant to this Section 1.4 on any outstanding Loan is, for any period, less than the Minimum Yield (as defined hereafter), then, in addition to and at the same time as the interest payable pursuant to this Section 1.4, Borrower shall also pay to the Administrative Agent for the account of each Lender a yield maintenance payment for such period equal to the positive difference, if any, between (i) the Minimum Yield on the outstanding balance of such Loan(s) and (ii) the actual amount of interest payable pursuant to this Section 1.4 on such Loan(s) during such period. As used herein, "Minimum Yield" shall mean 2.65% per annum."

Section 1.6 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 1.6 Payment Schedule and Maturity Date.

(a) Installments of interest for each calendar month shall be due and payable in arrears on the fifteenth (15th) day of the following month beginning with the interest installment due on October 15, 2014 (provided, that the first such payment of interest shall, in any case, include all interest accrued on the Loan prior to the commencement of the then-current calendar month), and continuing on the fifteenth (15th) day of each month thereafter until all principal and accrued interest owing with respect to the Loan shall have been fully paid and satisfied.

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(b) In addition to the payments of interest required in clause (a) above, Borrower shall make the following principal payments against the outstanding balance of the Loan: (i) \$1,250,000.00 on September 15, 2017; (ii) \$1,250,000.00 on December 15, 2017; (iii) \$1,250,000.00 on March 15, 2018; and (iv) \$1,250,000.00 on June 15, 2018.

(c) Notwithstanding anything to the contrary contained herein, the entire Principal Debt then unpaid and all accrued interest then unpaid shall, to the extent not accelerated sooner pursuant to the terms hereof and the other Loan Documents, be due and payable in full on the Maturity Date (as the same may be extended pursuant to clause (b) above)."

(c) Section 4.7(e) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(e) This Subsection (e) applies if and to the extent any portion of the Improvements, or any other structure on the Property, is or in the future may be, under the Flood Insurance Laws, in a Special Flood Hazard Area. Borrower shall obtain and maintain at Borrower's sole expense, a flood insurance policy on the Improvements and any such other structure in an amount required by Lender, but in no event less than the amount sufficient to meet the requirements of applicable Law, as such requirements may from time to time be in effect. In addition to the foregoing, Borrower shall obtain and maintain at Borrower's expense, a flood insurance policy on any building materials and supplies and any Borrower owned personal property contents in an amount required by Lender, but in no event less than the amount sufficient to meet the requirements of applicable Law, as such requirements may from time to time be in effect, as soon as a flood insurance policy on such building materials, supplies and contents can be obtained.

(d) The definitions of the terms "Law or Laws," "LIBOR Rate," "Loan Documents," and "Maturity Date" contained in Exhibit "B" of the Loan Agreement are hereby deleted in their entirety and replaced with the following (as applicable):

""Law" or "Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law. With respect to Borrower and the Property, "Law" or "Laws" includes all Laws pertaining to the construction, sale, leasing or use of the Improvements and to access and facilities for handicapped or disabled persons, including and to the extent applicable, any building codes, the Controlled Substances Act, the Flood Insurance Laws, the Federal Architectural Barriers Act (42 U.S.C. § 4151 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. § 3601 et seq.), the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. § 794), each as amended to date and further amended from time to time."

""LIBOR Rate" means LIBOR, or a comparable or successor rate which rate is approved by Administrative Agent, as published on the applicable Bloomberg screen page (or such commercially available source providing such quotations as may be designated by Administrative Agent from time to time), as determined for each Adjustment Date at approximately 11:00 a.m. London time two (2) London Banking Days prior to the Adjustment Date, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a term of one month; provided that (a) to the extent a comparable or successor rate is approved by Administrative Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by Administrative Agent, and (b) notwithstanding the foregoing, if the LIBOR Rate as of any applicable day shall be less than zero percent (0%), such rate shall be deemed to be zero-percent

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(0%) for purposes of this Agreement; provided, however, that at any time while a Swap Contract (whether one or more) is in effect in conformity with the terms of this Agreement and has been pledged to Administrative Agent as collateral for the Obligations, the provisions of this clause (b) shall not apply to that portion of the Loan in an aggregate outstanding amount equal to the aggregate notional amount of all such pledged Swap Contracts.”

“Loan Documents” means this Agreement (including all exhibits), the Mortgage Instrument, any Note, the Environmental Agreement, the Manager Subordination Agreement, any Swap Contract, the August 2017 Modification, any guaranty, financing statements, and such other documents evidencing, securing or pertaining to the Loan as shall, from time to time, be executed and/or delivered by Borrower, Guarantor or any other Person to Administrative Agent or any Lender pursuant to this Agreement, as they may be amended, modified, restated, replaced and supplemented from time to time.”

“Maturity Date” means August 21, 2018.”

(c) The following defined terms are hereby added to Exhibit “B” of the Loan Agreement in their respective proper alphabetical order:

“August 2017 Modification” shall mean that certain August 2017 Modification of Loan Documents dated as of August 21, 2017 among Borrower, Guarantor, Administrative Agent, and the Lenders party to the Loan Agreement as of such date.”

“Flood Insurance Laws” means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, and (c) the National Flood Insurance Reform Act of 1994, each as amended and together with any successor Law of such type.”

“Special Flood Hazard Area” means an area identified as such by the Administrator of FEMA using FEMA’s Flood Insurance Rate Map or FEMA’s Flood Hazard Boundary Map.”

(f) The defined terms “Extension Fee,” “Extension Term,” and “Initial Maturity Date” contained in Exhibit “B” of the Loan Agreement are hereby deleted in their entirety.

3. **Loan Documents Generally.** In addition to and supplement of the other modifications set forth above, each of the Loan Documents (other than the Notes) are hereby further amended in the following respects (to the extent the amendments set forth above have not already addressed such matters):

(a) Each reference contained in the Loan Documents to that Loan Document or any other Loan Document, is hereby deemed to be a reference to each such document as amended and modified by this Modification (as applicable) and as further modified and/or amended from time to time.

(b) This Modification shall be deemed to be included as a “Loan Document” in any and all references to the “Loan Documents” contained in any of the Loan Documents existing as of the date hereof or which are executed following the date hereof.

4. **Conditions Precedent.** The effectiveness of the proposed modification of the Loan Documents set forth herein is conditioned upon the Administrative Agent’s receipt of the following documents, materials, confirmations and/or payments, each of which shall be in a form and substance satisfactory to the Administrative Agent:

(a) four (4) original counterparts from the Borrower, Guarantor, Administrative Agent, and each Lender of the duly executed Modification (together with all required acknowledgements by such parties), and the recordation of a fully executed original counterpart thereof in the land records of Cook County, Illinois;

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(b) payment by Borrower of (i) a loan extension fee to the Administrative Agent for the pro rata benefit of the Lender in an amount equal to \$158,775.00; (ii) any past-due interest with respect to the Loan; (iii) appraiser's fees (and related review fees) in an amount equal to \$13,000.00; (iv) all other outstanding fees and expenses of the Administrative Agent and the Administrative Agent's counsel incurred in connection with the preparation, review, execution and delivery of this Modification and all other amendments, restatements, supplements or negotiations related to the Loan Documents or the Loan, and (v) all other fees, expenses or other amounts payable by Borrower related to the Loan Agreement or the Loan Documents which are due and payable on the date hereof pursuant to the terms of any Loan Document (including, without limitation, any costs incurred for appraisals, insurance, tax services, engineering, inspections, searches and recording and attorneys' fees incurred in connection with the above);

(c) a certificate of "no change" from each of the Borrower and the Guarantor certifying that such entity's organizational documents have not been amended since the date of the closing of the Loan Agreement;

(d) a current Certificate of Existence/Good Standing for each of the Borrower and Guarantor issued by the jurisdiction in which such entity is organized and, for the Borrower, a certified copy of a currently-effective authorization to transact business in the State of Illinois;

(e) resolutions from the Borrower and Guarantor and authorizing and approving the extension of the Loan documented by this Modification and the other matters set forth herein;

(f) a fully completed and executed Borrower's Instruction Certificate and Remittance Instructions Certificate in the forms set forth on Exhibits B and C attached hereto;

(g) an updated appraisal with respect to the Property in form and substance acceptable to the Administrative Agent and each of the Lenders;

(h) written confirmation from Lender that all flood insurance regulatory requirements have been satisfied and that it has obtained authorization to close the Modification;

(i) a fully-completed IRS Form w-9 for the Borrower and Guarantor;

(j) an opinion of counsel for each of the Borrower and Guarantor as to the due authorization, enforceability, and effectiveness of this Modification with respect to such entities;

(k) satisfactory completion and receipt of Administrative Agent's environmental checklist with respect to the Property; and

(l) such other and further items, information or materials as the Administrative Agent or any Lender shall require.

5. Representations, Warranties and Acknowledgments of Borrower. As an inducement to the Administrative Agent and Lenders to enter into this Modification, each of Borrower and Guarantor (as applicable and to the extent relating to such entity) represents, warrants, covenants and acknowledges as follows (it being acknowledged by all parties that each such representation, warranty, covenant and acknowledgment relates to material matters upon which Administrative Agent and Lenders have relied):

(a) Title to all collateral (including all real and personal property) in which Administrative Agent was given a lien or security interest pursuant to the Loan Documents is vested in Borrower subject only to those matters specifically approved in writing by Administrative Agent or expressly permitted in the applicable Loan Document(s). No additional lien interests have been granted by any such party for any such collateral since the execution of the original Loan Documents.

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(b) There are no defenses, offsets or counterclaims or other claims, legal or equitable, available to Borrower, Guarantor, or any other person or entity with respect to this Modification, the Loan Documents, or any other instrument, document and/or agreement described herein or therein, as modified and amended hereby, or with respect to the obligation of Borrower to repay the Loan, as the case may be.

(c) Each of the Borrower and Guarantor has the right and power and has obtained all authorizations necessary to execute and deliver this Modification and to perform its respective obligations hereunder and under the Loan Agreement (as amended by this Modification) and the other Loan Documents in accordance with their respective terms. This Modification has been duly executed and delivered by a duly authorized officer of the Borrower and by Guarantor (or the trustee or duly-authorized officer thereof, as applicable). This Modification and each of the Loan Documents (in each case as amended hereby, if applicable), is a legal, valid and binding obligation of the Borrower and Guarantor (to the extent Guarantor is a party thereto), enforceable against the Borrower and Guarantor in accordance with its respective terms, except as the same may be limited by bankruptcy, insolvency, and other similar laws affecting the rights of creditors generally and the availability of equitable remedies for the enforcement of certain obligations contained herein or therein may be limited by equitable principles generally.

(d) There are no actions, suits or proceedings pending or threatened against or affecting Borrower or Guarantor which, if adversely determined, would be reasonably likely to result in a material adverse affect on such party's ability to perform its obligations under the Loan Documents or challenge the validity of or enforceability of, or ability of any such party to fulfill each of its obligations under this Modification, any of the Loan Documents, or any of the other instruments, documents or agreements described herein, as modified and amended hereby, or the priority of any lien thereof, in any court, at law or in equity, or before any administrative agencies or other governmental authority.

(e) Borrower is a duly organized and validly existing Delaware limited liability company and Guarantor is a duly organized and validly existing Delaware limited partnership. The undersigned persons are duly authorized to execute and deliver, on behalf of the Borrower and Guarantor, this Modification, the Loan Documents, and all other instruments, documents and agreements to be delivered hereunder or in connection with the Loan. None of the individual signatories are under any legal disability.

(f) The execution and delivery by the Borrower and Guarantor of this Modification and the performance by each such party of this Modification and each of the Loan Documents (in each case as amended hereby, if applicable) in accordance with their respective terms, does not and will not, by the passage of time, the giving of notice or otherwise: (i) require any approvals from any governmental authority or violate any requirements of law relating to any such party; (ii) conflict with, result in a breach of or constitute a default under the organizational documents of any such party or any indenture, agreement or other instrument to which the Borrower or Guarantor is a party or by which they or any of their respective properties may be bound; or (iii) result in or require the creation or imposition of any lien upon or with respect to any property now owned or hereafter acquired by the Borrower or Guarantor, other than in favor of the Administrative Agent.

(g) No Event of Default or Default exists under the Loan Documents as of the date hereof and, as of the date hereof, all of the covenants, representations and warranties made by the Borrower and/or Guarantor and contained in the Loan Documents are true and correct as of the date of this Modification (except to the extent any such representations or warranties expressly refer to an earlier date).

(h) Since August 21, 2014, there has occurred no material adverse change in the financial condition or operations of Borrower or Guarantor, except as may have been expressly disclosed in writing to Administrative Agent.

(i) None of the Improvements are located, under the Flood Insurance Laws, in a Special Flood Hazard Area, or, if any portion of the Improvements is located within such area, and Borrower is in compliance with Section 4.4(e) of the Loan Agreement and has obtained the flood insurance prescribed therein.

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(j) The street address of the Property is 505 NORTH RAILROAD AVENUE, NORTHLAKE, ILLINOIS.

6. Reaffirmation of Borrower Representations and Warranties; Receipt of First Modification.

The Borrower hereby acknowledges receipt of a copy of this Modification and hereby repeats and reaffirms all representations and warranties made by it to the Lender in the Loan Agreement (as amended hereby) and the other Loan Documents on and as of the date hereof (other than any representation or warranty expressly relating to an earlier date) with the same force and effect as if such representations and warranties were set forth in this Modification in full, except to the extent such representations or warranties are covered in Section 5 hereof in which case the representations or warranties in Section 5 shall supersede and control.

7. Acknowledgements and Agreements by Guarantor. Guarantor, by its signature below as such, for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby consents to and joins in this Modification and hereby declares to and agrees with the Lender that the Guaranty is and shall continue in full force and effect for the benefit of the Lender with respect to the Guaranteed Obligations (as defined in the Guaranty), as amended by this Modification, that there are no offsets, claims, counterclaims, cross-claims or defenses of the Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to such Guaranteed Obligations, that the Guaranty is not released, diminished or impaired in any way by this Modification or the transactions contemplated hereby, and that the Guaranty, as modified hereby, is hereby ratified and confirmed in all respects. Guarantor hereby reaffirms all of the representations and warranties set forth in the Guaranty, except to the extent such representations or warranties are covered in Section 5 hereof in which case the representations or warranties in Section 5 shall supersede and control, and acknowledges that, without this consent and reaffirmation, the Lender would not execute this Modification or otherwise consent to its terms. In furtherance of the foregoing, Guarantor hereby (a) reaffirms its continuing obligations to the Lender under the Guaranty, (b) acknowledges and consents to each of the modifications and amendments set forth herein, and (c) agrees that the transactions contemplated by this Modification shall not in any way affect the validity and enforceability of its guaranty obligations under the Guaranty or reduce, impair or discharge the obligations of Guarantor thereunder.

8. Future Delivery and Execution of Documents. Borrower and/or Guarantor (as applicable) will execute such additional documents as are reasonably requested by the Lender to reflect the terms and conditions of this Modification, and will cause to be delivered such additional certificates, legal opinions and other documents as are reasonably required by the Lender.

9. Release. In consideration of the Loan modifications set forth in this Modification, Borrower and Guarantor each hereby releases and holds harmless the Lender and its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense or liability of any kind relating to the making of the Loan, the administration of it or any business communications and dealings between (or among) Borrower and/or Guarantor, on one hand, and the Administrative Agent and/or the Lenders (or any of them), on the other, concerning the Loan, in each case to the extent such matter relates to events occurring on or prior to the date hereof.

10. Defaults Under the Loan Agreement. The failure of Borrower or Guarantor to perform any of their respective obligations under this Modification or any of the other Loan Documents (following any applicable notice and cure periods) or the falsity of any representation or warranty made herein or the failure of Borrower and/or Guarantor to advise Lender that a representation or warranty made herein is no longer true shall, at the option of the Administrative Agent (and, as applicable under the Loan Agreement, Lenders) after expiration of any applicable cure period, constitute an Event of Default under the Loan Agreement.

11. Effectiveness. The Loan Documents and the terms and provisions thereof, as modified and amended hereby, and the liens and security interests created thereby shall constitute and remain in full force and effect as of the execution thereof. All of the terms of the Loan Documents, except to the extent modified herein or amended and restated in connection herewith, shall remain in full force and effect. The amendments contained herein shall be deemed to have prospective application only, unless otherwise specifically stated herein. Section headings in this Modification are included herein for convenience of reference only and shall not constitute a part of this Modification for any other purpose.

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12. **Savings Clause.** If any provision of any of this Modification or of any Loan Document, as amended hereby, is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

13. **No Novation.** Borrower and Guarantor intend for the amendments to the Loan Documents to evidence an amendment to the terms of the existing indebtedness and other obligations to the Lender under the Loan Documents and do not intend for such amendments to constitute a novation in any manner whatsoever.

14. **Counterparts.** This Modification may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Modification to produce or account for more than one such counterpart for each of the parties hereto. Delivery by facsimile by any of the parties hereto of an executed counterpart of this Modification shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered. Each counterpart hereof shall be deemed to be an original and shall be binding upon all parties, their successors and assigns.

15. **Fees and Expenses.** The Borrower hereby agrees that all fees, expenses and costs incurred by the Administrative Agent or its counsel in reviewing, negotiating, preparing and granting the amendment set forth herein shall, to the extent not paid or invoiced as of the date hereof, be paid by it upon demand as fees, costs and expenses incurred in connection with the Loan Agreement.

16. **Amendments; Use of Terms.** This Modification may not be supplemented, changed, waived, discharged, terminated, modified or amended except in written form executed by all parties hereto. Wherever in this Modification any word or combination of words (including defined terms) connotes number or gender, such word or combination of words shall be deemed of such number (singular or plural) and such gender (masculine, neuter or feminine) as the context and circumstances may require. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors and assigns.

17. **Final Agreement.** This Modification, together with those documents delivered in connection with Section 4 hereof, represents the final agreement between the parties and supersedes all previous negotiations, discussions and agreements, contemporaneous or subsequent, between the parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary their terms. There are no promises, terms, conditions or obligations other than those contained in this Modification. There are no unwritten oral agreements between the parties.

18. **Binding Effect.** This Modification shall become effective as of the date set forth above upon satisfaction or waiver of all of the conditions set forth in Section 4 hereof and execution and delivery of this Modification by the Borrower, Guarantor, Administrative Agent, and the Lenders. Thereafter this Modification shall be binding upon and inure to the benefit of such parties and their respective successors and assigns.

19. **Governing Law and Jurisdiction.** Except (a) as related to the Mortgage (in which case such provisions shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois) and (b) as may be otherwise expressly provided in any of the Loan Documents, this Modification and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[remainder of page left intentionally blank – signature pages and acknowledgements to follow]

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IN WITNESS WHEREOF, the parties have executed this Modification under seal as of the date first above written.

BORROWER:

DC-505 NORTH RAILROAD AVENUE, LLC,
a Delaware limited liability company

By: Carter/Validus Operating Partnership, LP
a Delaware limited partnership, Its Sole Member

By: Carter Validus Mission Critical REIT, Inc.,
a Maryland corporation, Its General Partner

By: [Signature] [SEAL]
Name: John E. Carter
Its: CEO

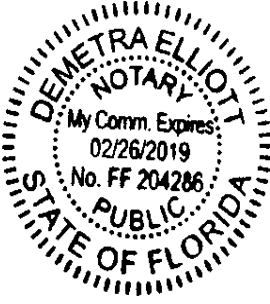
STATE OF Florida)
COUNTY OF Hillsborough) s.

The undersigned, being a notary public for the State and County aforesaid, does hereby certify that on this 18 day of Aug, 2017, before me, personally appeared John E. Carter who, under oath, acknowledged himself/herself to be the CEO of Carter Validus Mission Critical REIT, Inc., a Maryland corporation, the general partner of Carter/Validus Operating Partnership, LP a Delaware limited partnership, the sole member of DC-505 North Railroad Avenue, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Chief Executive Officer of said corporation by signing the name of the corporation by himself/herself as Chief Executive Officer (on behalf of said limited liability company, as the general partner of its sole member).

In witness hereof, I hereunto set my hand and official seal.

[Notarial Seal]

[Signature]
Notary Public
My Commission expires: 2/26/19
Address:
4890 W. Kennedy Blvd
Suite 650
Tampa FL 33609



[Signatures Continue on Following Page]

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GUARANTOR:

CARTER/VALIDUS OPERATING PARTNERSHIP LP, a Delaware limited partnership

By: Carter Validus Mission Critical REIT, Inc., a Maryland corporation, Its General Partner

By: [Signature] [SEAL]
Name: John E. Carter
Its: CEO

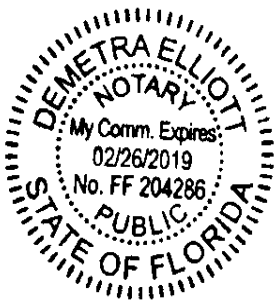
STATE OF Florida)
COUNTY OF Hillsborough) ss.

The undersigned, being a notary public for the State and County aforesaid, does hereby certify that on this 18 day of Aug, 2017, before me, personally appeared John E. Carter, who, under oath, acknowledged himself/herself to be the CEO of Carter Validus Mission Critical REIT, Inc., a Maryland corporation, the general partner of Carter/Validus Operating Partnership, LP a Delaware limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Chief Executive Officer of said corporation by signing the name of the corporation by him self/herself as Chief Executive Officer (on behalf of said limited partnership).

In witness hereof, I hereunto set my hand and official seal.

[Notarial Seal]

[Signature]
Notary Public
My Commission expires: 2/26/19
Address: 4890 W. Kennedy Blvd
Suite 607
Tampa FL 33609



[Signatures Continue on Following Page]

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ADMINISTRATIVE AGENT/LENDER:

BANK OF AMERICA, N.A., as Administrative Agent and as a Lender

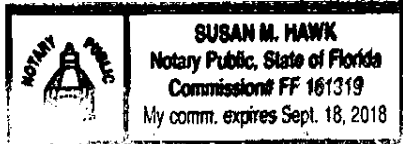
By: Richard P. Graham
Name: Richard P. Graham
Title: SVP

STATE OF FLORIDA)
COUNTY OF ORANGE) ss.

On this the 18th day of AUGUST, 2017, before me, Richard P. Graham the undersigned officer, personally appeared Richard P. Graham, who acknowledged himself/herself to be the SVP of Bank of America, N.A., a national banking association, and, on behalf of said national banking association, acknowledged that (s)he, as such SVP, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the company by himself/herself as SVP.

In witness hereof, I hereunto set my hand and official seal.

[Notarial Seal]



Susan M. Hawk
Notary Public
My Commission expires: Sept. 18, 2018
Address: 390 W. ORANGE AVE
ORLANDO, FL 32801

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LENDER:

Citizens Bank N.A., as a Lender

By: Brad Bindas
Name: Brad Bindas
Title: Senior Vice President

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

On this the 18 day of August, 2017, before me, Rebecca L Greene the undersigned officer, personally appeared Brad Bindas, who acknowledged himself/herself to be the Senior V.P. of Citizens Bank and, on behalf of said institution, acknowledged that (s)he, as such designee, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of said institution by himself/herself as designee.

In witness hereof, I hereunto set my hand and official seal.



REBECCA L GREENE
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
NOVEMBER 17, 2017

Rebecca L Greene
Notary Public
My Commission expires: NOV. 17, 2017
Address: 1215 Superior Ave
Cleveland, Ohio 44114

Clerk's Office

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LENDER:

Compass Bank, as a Lender

By: Mary Lynn Lester
Name: Mary Lynn Lester
Title: SVP

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

On this the 18 day of AUGUST, 2017, before me, Ric Woods the undersigned officer, personally appeared MARY LYNN LESTER, who acknowledged himself/herself to be the SVP of COMPASS BANK and on behalf of said institution, acknowledged that (s)he, as such SVP, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of said institution by himself/herself as SVP.

In witness hereof, I hereunto set my hand and official seal.

[Notarial Seal]

[Signature]
Notary Public
My Commission expires: 12/1/2020
Address: 1165 Collier Rd
ATLANTA, GA 30318

Richard Alan Woods
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires
12/01/2020

Clerk's Office

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Exhibit A

Legal Description

PARCEL 1:

LOT 1 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ACCESS AND SIGNAGE EASEMENT AGREEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614059 AND AMENDED BY DOCUMENT 0810022023 AND AS RELOCATED PURSUANT TO EASEMENT GRANT RECORDED AS DOCUMENT NUMBER 1131144053, FOR INGRESS AND EGRESS OVER AND UPON AN EASEMENT AREA ALONG THE SOUTH LINE OF LOT 2 IN AFORESAID NORTHLAKE BUSINESS PARK SUBDIVISION AND OVER AND UPON AN EASEMENT AREA ALONG THE EAST LINE OF LOT 4 IN NORTHLAKE BUSINESS CAMPUS RESUBDIVISION, AS SHOWN ON EXHIBITS F, H, I, J AND K ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE UTILITY EASEMENT AGREEMENT AND OPTION FOR STORMWATER MANAGEMENT EASEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614060 AND AS AMENDED BY FIRST AMENDMENT RECORDED NOVEMBER 27, 2001 AS DOCUMENT 0011110644, FOR THE PURPOSES OF OPERATING, REPAIRING, MAINTAINING AND REPLACING; A SINGLE EXISTING WATER LINE, STORMWATER DRAINAGE LINES, ELECTRIC LINES, AND PUBLIC UTILITIES AND RELATED APPURTENANCES, OVER AND UPON THAT PART OF LOT 2 IN NORTHLAKE BUSINESS PARK SUBDIVISION AFORESAID AND LOTS 3 AND 4 IN NORTHLAKE BUSINESS CAMPUS SUBDIVISION AS SHOWN ON EXHIBITS D, E, F, G, H, I, J AND K ATTACHED THERETO.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE FINAL PLAT OF RESUBDIVISION FOR NORTHLAKE BUSINESS PARK RECORDED AS DOCUMENT 0010613545 FOR INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF LOT 2 IN AFORESAID SUBDIVISION.

PARCEL 5 (RAILROAD AVENUE):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PORTION OF THE LAND LOCATED OUTSIDE OF AND ABUTTING LOT 1, PARCEL 1 BOUNDARY DESCRIBED ABOVE, FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST 1/4, 1064.15 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 849.69 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 806.69 FEET TO A POINT 43.00 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 913.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 956.00 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS 26094902, 26099442 AND 09066007, AS AMENDED BY ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE

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EASEMENT AGREEMENT DATED APRIL 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

PARCEL 6: (PALMER EXTENSION):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 320.33 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 66.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 372.33 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 411.98 FEET; THENCE EAST AT A RIGHT ANGLE TO THE EAST LINE OF SAID SECTION A DISTANCE OF 52.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 346.37 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS NO. 26099443, 26094902, 97499117 AND 09066007, AS AMENDED BY ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED APRIL 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

PARCEL 7:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRIVEWAY PURPOSES OVER THE EAST 75 FEET OF THE FOLLOWING DESCRIBED LAND AND EASEMENT OVER, UPON AND UNDER A STRIP OF LAND OF SUFFICIENT WIDTH TO RECONSTRUCT, RENEW, MAINTAIN AND OPERATE AN EIGHT-INCH CAST IRON PIPE WATER MAIN EXTENDING NORTHERLY AND SOUTHERLY PARALLEL WITH AND A DISTANT OF 66 FEET FROM THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 AS CONTAINED IN THE QUIT CLAIM DEEDS FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO WILLIAM R. SCHOLLE AND SARAH R. SCHOLLE, HIS WIFE, DATED JANUARY 2, 1953 AND JANUARY 12, 1953 AND RECORDED FEBRUARY 24, 1953 AS DOCUMENT NUMBERS 15552236 (AT BOOK 48880 PAGE 426) AND 15552237 (AT BOOK 48880 PAGE 430) AND IN THE AFFIDAVIT RECORDED AS DOCUMENT 16947034 (AT BOOK 55010 PAGE 510), THE CONTRACT CONCERNING EASEMENT RECORDED AS DOCUMENT 16947035 (AT BOOK 55010 PAGE 514) AND THE AGREEMENT FOR EASEMENT RECORDED AS DOCUMENT 16947036 (AT BOOK 55010 PAGE 519), OVER THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 300 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 510.37 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE,

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FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 510.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE EASTERLY 75 FEET OF THE WEST FRACTIONAL HALF OF AFORESAID SEC 31, LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY ABOVE DESCRIBED AND NORTH OF THE NORTH LINE OF NORTH AVENUE.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM IMPERIAL FLOORING AND WATERPROOFING COMPANY, AN ILLINOIS CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906687 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 900 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 334 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 414.50 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACT OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 451.92 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM S. N. NIELSEN COMPANY, AN ILLINOIS CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906688 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 1500 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION, RECORDED AS DOCUMENT NO. 10298762, IN BOOK 272 OF PLATS ON PAGES 22 AND 23, IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE A DISTANCE OF 320 FEET, MORE OR LESS, TO A POINT DISTANT, 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER

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LINE OF THE MOST EASTERLY MAIN TRACK, OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY, PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 393.47 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET, TO THE POINT OF BEGINNING.

AND ALSO

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 1284 FEET, NORTH AS MEASURED ALONG SUCH EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 216 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE POINT OF INTERSECTION WITH A LINE WHICH INTERSECTS THE PLACE OF BEGINNING AND IS PARALLEL TO THE NORTH LINE OF SAID NORTH AVENUE, THENCE EAST ALONG SAID LINE WHICH IS PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED MARCH 26, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 1690686 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT 2,200 FEET AND 3,330 FEET, RESPECTIVELY, NORTHERLY FROM THE SOUTH LINE OF SAID SECTION 31, EXCEPTING THEREFROM, HOWEVER, SO MUCH OF THE AFORESAID EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31 WHICH LIES NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 50 FEET SOUTHEASTERLY FROM THE MOST EASTERLY MAIN TRACK OF SAID RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED. THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL OF LAND BEING A PART OF THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY QUIT-CLAIM DEED DATED APRIL 25, 1955 TO S. N. NIELSEN COMPANY BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY.

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EXHIBIT B

BORROWER'S INSTRUCTION CERTIFICATE

[REDACTED FOR RECORDING]

**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT C

REMITTANCE INSTRUCTIONS CERTIFICATE

[REDACTED FOR RECORDING]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Property Cook County Clerk's Office