



1728315137

Doc# 1728315137 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2017 02:12 PM PG: 1 OF 18

This instrument prepared by and after recording return to:

Dykema Gossett PLLC
10 South LaSalle Street
Suite 2300
Chicago, Illinois 60606
Attention: Michael S. Kurtzon, Esq.

8962826
EPENNETTI
10F1

For Recorder's Use Only

**FOURTH
AMENDMENT TO REVOLVING CREDIT, ACQUISITION,
DEVELOPMENT AND CONSTRUCTION LOAN AND SECURITY AGREEMENT
AND FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS**

THIS FOURTH AMENDMENT TO REVOLVING CREDIT, ACQUISITION, DEVELOPMENT AND CONSTRUCTION LOAN AND SECURITY AGREEMENT AND FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (this "Amendment") is made as of the 30th day of August, 2017, but effective as of July 11 2017, by and among **DEVELOPMENT SOLUTIONS GLN, LLC**, a Delaware limited liability company ("Borrower") and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, as administrative agent (the "Agent") for itself and those certain financial institutions that are signatories hereto (the "Lenders") and the Lenders.

RECITALS:

A. Pursuant to the terms and conditions of that certain Revolving Credit, Acquisition, Development and Construction Loan and Security Agreement (the "Loan Agreement") dated as of July 11, 2014 between Borrower, Agent and Lenders, the Lenders have agreed to make an acquisition and development loan in the maximum principal amount of \$15,000,000.00 and a revolving credit construction loan in the maximum principal amount of \$9,000,000.00 (collectively, the "Loans") to Borrower. The Loans are evidenced by one or more Promissory Notes dated as of July 11, 2014 in the aggregate principal amounts of \$15,000,000.00 and \$9,000,000.00 from Borrower payable to the order of the Lenders (collectively, the "Notes").

B. The Loans are secured by (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, by Borrower for the benefit of

Box 400

UNOFFICIAL COPY

Agent dated as of July 11, 2014 (together with all renewals, modifications, increases and extensions thereof, the "Mortgage"), which granted Agent a first priority security interest in the real property described on Exhibit A attached hereto (the "Property"), (ii) that certain Assignment of Leases and Rents dated as of July 11, 2014, from Borrower to Agent, (iii) that certain Environmental Indemnity Agreement dated July 11, 2014 from Borrower and the James Guarantor to Agent (the "Indemnity Agreement"); and (iv) certain other loan documents by Borrower and Guarantors in favor of Agent and the Lenders (the Notes, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents"). Capitalized terms, not defined herein shall have the meanings provided for in the Loan Documents.

C. The Loan is further secured by a Guaranty of Non-Recourse Carve-Outs dated as of July 11, 2014 from the Castlelake Guarantor to Agent, a Guaranty of Non-Recourse Carve-Outs dated as of July 11, 2014 from the James Guarantor to Agent, and a Guaranty of Completion dated as of July 11, 2014 from the James Guarantor to Agent (collectively, the "Guarantees").

D. Pursuant to the terms of that certain Assignment and Acceptance dated August 19, 2014 by and between The PrivateBank and Trust Company, an Illinois state chartered bank (in its capacity as a Lender, "PrivateBank") and Midland States Bank ("Midland"), PrivateBank assigned a portion of its interest in the Loan to Midland, and Midland accepted such assignment.

E. Pursuant to a certain Amendment to Revolving Credit, Acquisition, Development and Construction Loan and Security Agreement dated as of August 19, 2014, Schedule I of the Loan Agreement was amended to reflect the assignment to Midland.

F. Pursuant to that certain Second Amendment to Revolving Credit, Development and Construction Loan and Security Agreement dated as of May 13, 2016 (the "Second Amendment"), the Loan Agreement was amended to (a) increase the remaining availability under the A&D Loan, (b) modify the Budget, (c) amend Section 8.4 of the Loan Agreement with respect to application of Net Sale Proceeds and (d) make certain other modifications to the Loan Agreement.

G. The Loan Agreement was further amended pursuant to a Third Amendment to Revolving Credit, Acquisition, Development and Construction Loan and Security Agreement dated as of March 30, 2017.

H. Borrower, Agent and Lenders desire to amend the Loan Agreement, Mortgage and other Loan Documents as provided herein to extend the Maturity Date of the Loan for twelve (12) months to July 11, 2018.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Amendment), (ii) the agreements by Agent to modify the Loan Agreement, as provided herein, (iii) the covenants and agreements contained

UNOFFICIAL COPY

herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Maturity Date.** The Maturity Date of the Loan is hereby extended to July 11, 2018 and all references in the Loan Agreement, Note, Mortgage and other Loan Documents shall mean July 11, 2018.

2. **Extension Fee.** Concurrently herewith, Borrower shall pay Agent a loan extension fee in the amount of \$9,000.00.

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Agent as follows:

a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof or such earlier date with respect to which any such representation or warranty relates.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditor's rights and limitations imposed by general principles of equity.

(d) There has been no Material Adverse Occurrence in the financial condition of Borrower, Guarantors or any other party whose financial statement has been delivered to Agent in connection with the Loan from the date of the most recent financial statement received by Agent.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Amendment has been duly executed and delivered on behalf of Borrower.

4. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Agent in connection with this Amendment, including attorneys' fees and expenses, recording fees and title charges.

UNOFFICIAL COPY

5. Miscellaneous.

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

(b) This Amendment shall not be construed more strictly against Agent than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Agent, it being recognized that Borrower, Guarantors and Agent have contributed substantially and materially to the preparation of this Amendment, and Borrower, each Guarantor and Agent each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Amendment by Agent, the same shall not be deemed to constitute Agent a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, each Guarantor and Agent each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Agent; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Amendment. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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

(f) Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

UNOFFICIAL COPY

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

(h) Time is of the essence of each of Borrower's obligations under this Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SEE NEXT PAGE FOR SIGNATURES]**

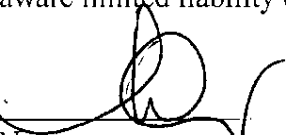
Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment dated as of the day and year first above written.

BORROWER:

DEVELOPMENT SOLUTIONS GLN, LLC, a Delaware limited liability company

By: 
Name: Karlén De Clercq
Title: Vice President

LENDERS:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Name: _____
Title: _____

MIDLAND STATES BANK

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment dated as of the day and year first above written.

BORROWER:

DEVELOPMENT SOLUTIONS GLN, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDERS:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: Carrie Anne _____
Name: Carrie Anne _____
Title: Officer _____

MIDLAND STATES BANK

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Amendment dated as of the day and year first above written.

BORROWER:

DEVELOPMENT SOLUTIONS GLN, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDERS:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Name: _____
Title: _____

MIDLAND STATES BANK

By: Christine Uram
Name: CHRISTINE URAM
Title: Regional Market President

Property of Cook County Office

UNOFFICIAL COPY

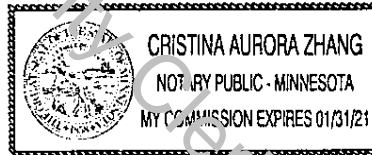
STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Karlien De Clercq, the Vice President of **DEVELOPMENT SOLUTIONS GLN, LLC**, a Delaware 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of July, 2017.

Cristina Aurora Zhang
Notary Public

My Commission Expires: January 31, 2021



UNOFFICIAL COPY

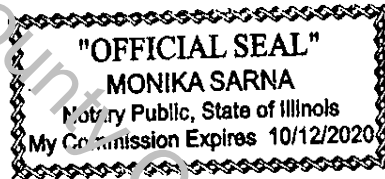
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Claire Joyce, the Officer of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of August, 2017.

Monika Sarna
Notary Public

My Commission Expires: 10/12/20

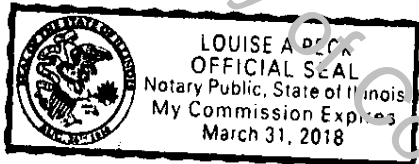


UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Will)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Christine Uram, the R.M.P. of **MIDLAND STATES 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of August 2017.



Louise A. Beck
Notary Public

My Commission Expires: 03/31/18

UNOFFICIAL COPY

CONSENT AND REAFFIRMATION

The undersigned, **JEREMIAH S. JAMES**, an individual and **DEVELOPMENT SOLUTIONS 4, LLC**, a Delaware limited liability company ("Guarantors") hereby consent to the foregoing, Fourth Amendment to Revolving Credit, Acquisition, Development and Construction Loan and Security Agreement and First Amendment to Mortgage and Other Loan Documents and Guarantors ratify and affirm the Guarantees and agree that the Guarantees are in full force and effect following the execution and delivery of this Amendment. The representations and warranties of Guarantors in the Guarantees are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. The Guarantees continue to be the valid and binding obligation of each Guarantor, enforceable in accordance with their terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Agent thereunder, except as provided in the Guarantees.

IN WITNESS WHEREOF, the undersigned have executed this Consent and Reaffirmation as of this 13th day of July, 2017.

GUARANTORS:



JEREMIAH S. JAMES

DEVELOPMENT SOLUTIONS 4, LLC, a Delaware limited liability company

~~By: _____
Name: _____
Title: _____~~

UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that **JEREMIAH S. JAMES** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of July, 2017.



Sheryl Zentner
Notary Public

My Commission Expires: 11/10/2019

UNOFFICIAL COPY

CONSENT AND REAFFIRMATION

The undersigned, **JEREMIAH S. JAMES**, an individual and **DEVELOPMENT SOLUTIONS 4, LLC**, a Delaware limited liability company ("Guarantors") hereby consent to the foregoing, Fourth Amendment to Revolving Credit, Acquisition, Development and Construction Loan and Security Agreement and First Amendment to Mortgage and Other Loan Documents and Guarantors ratify and affirm the Guarantees and agree that the Guarantees are in full force and effect following the execution and delivery of this Amendment. The representations and warranties of Guarantors in the Guarantees are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. The Guarantees continue to be the valid and binding obligation of each Guarantor, enforceable in accordance with their terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Agent thereunder, except as provided in the Guarantees.

IN WITNESS WHEREOF, the undersigned have executed this Consent and Reaffirmation as of this 13th day of July, 2017.

GUARANTORS:

JEREMIAH S. JAMES

DEVELOPMENT SOLUTIONS 4, LLC, a Delaware limited liability company

By: _____
Name: Karlén De Clercq
Title: Vice President

UNOFFICIAL COPY

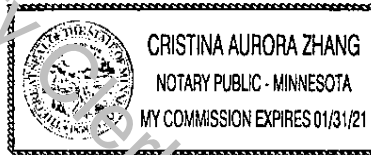
STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Karlson De Clercq, the Vice President of **DEVELOPMENT SOLUTIONS 4, LLC**, a Delaware 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of July, 2017.

Cristina Aurora Zhang
Notary Public

My Commission Expires: January 31, 2021



UNOFFICIAL COPY

STREET ADDRESS:

CITY: GLENVIEW

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

R1:

THE NORTH 24.08 FEET OF THE SOUTH 127.82 FEET OF LOT 49, THE NORTH 24.11 FEET OF THE SOUTH 127.87 FEET OF LOT 50, THE NORTH 31.20 FEET OF THE SOUTH 74.77 FEET OF LOT 55, THE NORTH 31.21 FEET OF THE SOUTH 69.18 FEET OF LOT 56, THE NORTHEASTERLY 162.79 FEET OF LOT 57, AND OUTLOTS K THROUGH P IN THE WESTGATE AT THE GLEN PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 27, 2016 AS DOCUMENT NUMBER 1627118098, IN COOK COUNTY, ILLINOIS.

R2 & 3:

LOTS 21, 33, LOT 64, OUTLOTS A THROUGH OUTLOTS J, OUTLOT Q AND OUTLOT R IN THE WESTGATE AT THE GLEN PHASE 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 15, 2015 AS DOCUMENT NUMBER 1501629107, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1 - STORM WATER EASEMENTS

PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL R1, R2 AND R3, AS CREATED BY GRANT OF EASEMENTS AND USE RESTRICTIONS, MAINTENANCE, REPAIR AND COST ALLOCATION AGREEMENT DATED AS OF MAY 20, 2014 AND RECORDED MAY 22, 2014 AS DOCUMENT 1414222082 AND AS MODIFIED BY THE FIRST AMENDMENT TO GRANT OF EASEMENTS AND USE RESTRICTIONS, MAINTENANCE, REPAIR AND COST ALLOCATION AGREEMENT RECORDED DECEMBER 11, 2015 AS DOCUMENT NUMBER 1533516042 AND AS MODIFIED BY THE SECOND AMENDMENT TO GRANT OF EASEMENTS AND USE RESTRICTIONS, MAINTENANCE, REPAIR AND COST ALLOCATION AGREEMENT RECORDED OCTOBER 14 2016 AS DOCUMENT NUMBER 1628849040 FROM WILLOW CREEK COMMUNITY CHURCH, AN ILLINOIS NOT FOR PROFIT CORPORATION TO DEVELOPMENT SOLUTIONS GLN, LLC, AN DELAWARE LIMITED LIABILITY COMPANY FOR THE PURPOSE OF i) INSTALLATION OF SURFACE AND SUBSURFACE WATER RUNOFF, DISTRIBUTION AND STORM WATER MANAGEMENT IMPROVEMENTS; AND ii) TO DIRECT AND DEPOSIT STORM WATER AND SURFACE WATER RUNOFF INTO BOTH SURFACE DETENTION PONDS AND SUBSURFACE DETENTION VAULT; AND iii) INGRESS AND EGRESS PATHS AND ROUTES IN CONNECTION THEREWITH FOR CONSTRUCTION, MAINTENANCE, REPAIR AND MODIFICATION OF SAID FACILITIES;

OVER THE FOLLOWING THREE DESCRIBED PARCELS OF LAND:

PARCEL A DETENTION POND STORM WATER MANAGEMENT:

THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2009 AS DOCUMENT NO. 0936218044, AND THAT PART OF LOT 1 IN THE GLEN SUBDIVISION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NO. 0010854174, ALL IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 05 DEGREES 07 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 57.99 FEET TO THE EAST LINE OF VACATED SHERMER ROAD PER VILLAGE OF GLENVIEW ORDINANCE NO. 5795; THENCE SOUTHERLY ALONG SAID EAST LINE, BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 277.00 FEET AND AN ARC DISTANCE OF 108.98 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 108.28 FEET AND A BEARING OF SOUTH 05 DEGREES 10 MINUTES 11 SECONDS WEST; THENCE SOUTHWESTERLY, BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 276.56 FEET AND AN ARC DISTANCE OF 101.15 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 100.59 FEET AND A BEARING OF SOUTH 29 DEGREES 11 MINUTES 49 SECONDS WEST; THENCE SOUTHWESTERLY, BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 265.87 FEET AND AN ARC DISTANCE OF 125.93 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.76 FEET AND A BEARING OF SOUTH 56 DEGREES 19 MINUTES 40 SECONDS WEST; THENCE SOUTH 64 DEGREES 33 MINUTES 02 SECONDS WEST, 63.11 FEET; THENCE NORTH 25 DEGREES 26 MINUTES 58 SECONDS WEST, 42.76 FEET; THENCE NORTHWESTERLY, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 89.00 FEET AND AN ARC DISTANCE OF 41.43 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 41.06 FEET AND A BEARING OF NORTH 60 DEGREES 11 MINUTES 17 SECONDS WEST; THENCE SOUTH 64 DEGREES 33 MINUTES 02

UNOFFICIAL COPY

SECONDS WEST, 21.60 FEET; THENCE NORTH 25 DEGREES 26 MINUTES 58 SECONDS WEST, 22.67 FEET; THENCE NORTHWESTERLY, BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00 FEET AND AN ARC DISTANCE OF 180.56 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 175.75 FEET AND A BEARING OF NORTH 48 DEGREES 26 MINUTES 21 SECONDS WEST; THENCE NORTH 18 DEGREES 34 MINUTES 17 SECONDS EAST, 64.69 FEET; THENCE NORTHEASTERLY, BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 65.39 FEET AND AN ARC DISTANCE OF 81.67 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 76.46 FEET AND A BEARING OF NORTH 54 DEGREES 20 MINUTES 51 SECONDS EAST; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 293.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PARCEL B UNDERGROUND DETENTION STORM WATER MANAGEMENT:

THAT PART OF LOT 2 IN THE GLEN SUBDIVISION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NO. 0010854174 AND LOT 1 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1998 AS DOCUMENT 08129022

ALL IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN SAID GLEN SUBDIVISION NO. 2; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREE 52 MINUTES 35 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1, A DISTANCE OF 172.56 FEET; THENCE SOUTH 00 DEGREE 07 MINUTES 25 SECONDS WEST, 67.00 FEET; THENCE NORTH 89 DEGREE 52 MINUTES 35 SECONDS WEST PARALLEL WITH SAID SOUTH LINE, 172.57 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREE 07 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C DETENTION POND/UNDERGROUND DETENTION STORM SEWER:

(II) THAT PART OF LOT 1 IN THE GLEN SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NO. 0010854173, THAT PART OF LOT 1 AND LOT 2 IN THE GLEN SUBDIVISION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NO. 0010854174, THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2009 AS DOCUMENT NO. 0936218044, AND THAT PART OF LOT 1 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1998 AS DOCUMENT NO. 08129022, ALL IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN SAID GLEN SUBDIVISION NO. 2; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.50 FEET; THENCE SOUTH 89 DEGREE 52 MINUTES 35 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1, A DISTANCE OF 172.56 FEET; THENCE SOUTH 00 DEGREE 07 MINUTES 25 SECONDS WEST, 67.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST PARALLEL WITH SAID SOUTH LINE, 19.43 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREE 07 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE, 22.00 FEET; THENCE NORTH 89 DEGREE 52 MINUTES 35 SECONDS WEST, 50.00 FEET; THENCE NORTH 00 DEGREE 07 MINUTES 25 SECONDS EAST, 12.00 FEET; THENCE NORTH 89 DEGREE 52 MINUTES 35 SECONDS WEST, 179.51 FEET; THENCE SOUTH 00 DEGREE 07 MINUTES 25 SECONDS WEST, 294.00 FEET; THENCE NORTH 89 DEGREE 52 MINUTES 35 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREE 07 MINUTES 25 SECONDS EAST, 304.00 FEET; THENCE SOUTH 89 DEGREE 52 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 220.08 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF LOT 1 IN THE GLEN SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NUMBER 0010854173, THAT PART OF LOT 1 AND LOT 2 IN THE GLEN SUBDIVISION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT NUMBER 0010854174, THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2009 AS DOCUMENT NO. 0936218044, AND THAT PART OF LOT 1 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1998 AS DOCUMENT NO. 08129022, ALL IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN SAID GLEN SUBDIVISION NO. 2; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.50 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 1, A DISTANCE OF 172.56 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS

UNOFFICIAL COPY

WEST, 67.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST PARALLEL WITH SAID SOUTH LINE, 19.43 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE, 22.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST, 50.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST, 179.51 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS WEST, 294.00 FEET TO THE NORTH LINE OF THE DETENTION POND STORMWATER MANAGEMENT EASEMENT PER DOCUMENT NO. 1414222082; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST ALONG SAID NORTH LINE, 10.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, 304.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST 189.51 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

SHERMER RD. + WEST LAKE AVE., GLENVIEW, IL 60026

- 04-28-202-016-0000
- 04-28-206-008-0000
- 04-28-200-009-0000
- 04-28-207-021-0000
- 04-28-206-010-0000
- 04-28-207-033-0000
- 04-28-207-046-0000
- 04-28-207-047-0000
- 04-28-207-048-0000
- 04-28-207-049-0000
- 04-28-207-050-0000
- 04-28-207-051-0000
- 04-28-207-052-0000
- 04-28-207-053-0000
- 04-28-207-054-0000
- 04-28-207-055-0000

Cook County Clerk's Office