

# UNOFFICIAL COPY

Doc#. 1735657141 Fee: \$76.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/22/2017 01:42 PM Pg: 1 of 15

## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Fischel & Kahn, Ltd.  
155 North Wacker Drive  
Suite 1950  
Chicago, Illinois 60606  
Attention: Edward F. Dobbins

## THIS DOCUMENT PREPARED BY:

Fischel & Kahn, Ltd.  
155 North Wacker Drive  
Suite 1950  
Chicago, Illinois 60606  
Attention: Edward F. Dobbins

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(Space Above This Line For Recorder's Use)

## **MODIFICATION AGREEMENT (HOLDINGS) (Mortgage)**

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of October 26, 2017, by VINAYAKA HOLDINGS CORPORATION ("Mortgagor") and CIBC BANK USA, formerly known as THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

### **Factual Background**

A. Mortgagor executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, for the benefit of Mortgagee, dated February 29, 2016, and recorded on March 2, 2016, as Instrument Number 1606229903, in the Official Records of Cook County, State of Illinois granting a mortgage lien on property located at 1000 East Woodfield Road, Schaumburg, Illinois 60173 (the "Mortgage"). The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

### **Agreement**

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

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2. The Loans and Notes secured by the Mortgage have changed or have been modified. Accordingly, Sections 2.1 of the Mortgage is hereby modified, amended and restated to read as follows:

## "2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Mortgagor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(a) Payment of all obligations of Mortgagor, Vinayaka Hospitality Lisle, LLC, Vinayaka Holdings Corporation, Vinayaka Hospitality, LLC and Vinakom Inc. (collectively "Obligations") to Mortgagee arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument").

(i) A Revolving Note, dated as of July 10, 2016, payable by Vinakom, Inc. as maker in the stated principal amount of Two Million Dollars (\$2,000,000) to the order of Mortgagee ("Revolving Loan") as amended, renewed, or restated.

(ii) A Term Note No. 1, dated as of October 26, 2017, payable by Vinayaka Holdings Corporation as maker in the stated principal amount of One Million Three Hundred Four Thousand Eight Hundred Thirty Dollars and 28/100 (\$1,304,830.28) to the order of Mortgagee ("Term Loan No. 1") as amended, renewed, or restated.

(iii) A Term Note No. 2, dated as of October 26, 2017 payable by Vinayaka Holdings Corporation as maker in the stated principal amount of One Million Two Hundred Thirteen Thousand Seven Hundred Fifty Two Dollars and 59/100 (\$1,213,752.59) to the order of Mortgagee ("Term Loan No. 2") as amended, renewed, or restated.

(iv) An Amended and Restated Term Note No. 3, dated as of February 29, 2016, payable by Vinayaka Holdings Corporation as maker in the stated principal amount of One Million Eight Hundred Eighty Three Thousand Six Hundred Sixty Two Dollars and 26/100 (\$1,883,662.26) to the order of Mortgagee ("Term Loan No. 3") as amended, renewed, or restated.

(v) A Term Note No. 4 dated as of October 26, 2017, payable by Vinayaka Hospitality, LLC as maker in the stated principal amount of Two Million Seven Hundred Seventeen Thousand Six Hundred Seventy Three Dollars and 54/100 (\$2,717,673.54) to the order of Mortgagee ("Term Loan No. 4") as amended, renewed, or restated.

(vi) A Term Note No. 5, dated as of March 20, 2014, payable by Vinayaka Hospitality Lisle, LLC as maker in the stated principal amount of Eleven Million Five Hundred Thousand Dollars and 00/100 (\$11,500,000) to the order of Mortgagee, ("Term Loan No. 5"), as amended, renewed, or restated.

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(vii) A Term Note No. 6, dated as of February 29, 2016, payable by Vinayaka Holdings Corporation as maker in the stated principal amount of Five Million Nine Hundred Fifteen Thousand Dollars and 00/100 (\$5,915,000) to the order of Mortgagee, ("Term Loan No. 6"), as amended, renewed, or restated.

(viii) A Term Note No. 7, dated May 25, 2017 payable by Vinayaka Hospitality Lisle LLC as maker in the stated principal amount of Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000) to the order of Mortgagee ("Term Loan No. 7") as amended, renewed or restated.

(ix) A Term Note No. 8, dated October 26, 2017 payable by Vinayaka Hospitality LLC as maker in the stated principal amount of One Million Dollars and 00/100 (\$1,000,000) to the order of Mortgagee ("Term Loan No. 8"), as amended, renewed or restated.

(x) A certain Loan and Security Agreement, dated as of December 19, 2011, as amended by that First Amendment dated as of January 27, 2012, a Second Amendment dated as of November 16, 2012, a Third Amendment, dated as of May 22, 2013, that Fourth Amendment, dated March 20, 2014, that Fifth Amendment, dated as of March 19, 2015, that Sixth Amendment, dated as of July 12, 2015; Seventh Amendment, dated as of February 29, 2016; Eighth Amendment dated July 10, 2016; Ninth Amendment, dated August 9, 2016; and that Tenth Amendment, dated May 25, 2017, and an Eleventh Amendment dated as of October 26, 2017 hereof between Obligor and Mortgagee which provides for extensions of credit in an aggregate principal amount not exceeding Thirty Million Thirty Four Thousand and Nine Hundred Eighteen Dollars and 67/100 (\$30,034,918.67) (the "Loan Agreement") as reaffirmed, amended, renewed, or restated.

(xi) A certain Continuing Unconditional Guaranty dated December 19, 2011, as reaffirmed by that Second Amendment and Third Amendment to the Loan Agreement, in the principal amount of Two Million Dollars (\$2,000,000) given by Mortgagor and Ketukumar Amin to Mortgagee in support of the obligations of Vinakom, Inc. to Mortgagee as reaffirmed, amended, renewed, or restated.

(xii) An Amended and Restated Continuing Unconditional Guaranty, dated as of November 16, 2012, given by Vinakom Inc. and Ketukumar Amin to Mortgagee in support of the obligations of Vinayaka Holdings Corporation to Mortgagee, as reaffirmed, amended, renewed, or restated.

(xiii) Continuing Unconditional Guaranty dated as of November 16, 2012 given by Vinakom, Inc., Vinayaka Holdings Corporation, Ketukumar Amin and Komalbula Patel to Mortgagee in support of the obligations of Vinayaka Hospitality, LLC to Mortgagee as reaffirmed, amended, renewed, or restated.

(xiv) Continuing Unconditional Guaranty dated as of March 20, 2014, given by Vinakom, Inc., Ketukumar Amin and Komalbula Patel to Mortgagee in support of the obligations of Vinayaka Hospitality Lisle, LLC to Mortgagee, as reaffirmed, amended, renewed, or restated.

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(b) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

(c) Payment and performance of all obligations of Mortgagor under this Mortgage;

(d) Payment and performance of all obligations of any Obligor under any Swap Contract "Swap Contract" means any document, instrument or agreement with Mortgagee, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and

(e) Payment and performance of all future advances and other obligations that Mortgagor (or any successor in interest to Mortgagor) or Obligor (if different from Mortgagor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Mortgagee."

3. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

VINAYAKA HOLDINGS CORPORATION, an Illinois corporation

CIBC BANK USA, formerly known as THE PRIVATEBANK AND TRUST COMPANY

By  \_\_\_\_\_

By  \_\_\_\_\_

Printed Name Ketukumar Amin

Printed Name Keyur Ghayal

Title President

Title Managing Director

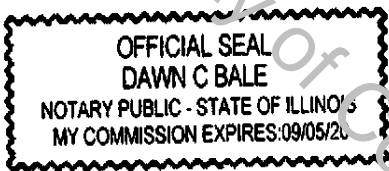
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          *Will* ) SS.  
COUNTY OF COOK )

I, *Dawn C Bale*, a notary public in and for said County, in the State aforesaid, do hereby certify that Keyur Ghayal, a Managing Director of PrivateBank and Trust Company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he as Managing Director signed, sealed and delivered the said instrument as his free and voluntary act, on behalf of such bank, for the uses and purposes therein set forth.

Given under my hand and official seal this *7th* day of ~~October~~ <sup>*NOV*</sup>, 2017.



*Dawn C Bale*  
Notary Public  
Commission expires: *9-5-2020*

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, *JAMES R KENNEDY* a notary public in and for said County, in the State aforesaid, do hereby certify that Ketukumar Amin personally known to me to be the Managing Member of Vinayaka Hospitality LLC, an Illinois limited liability company, and 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 severally acknowledged that as such Managing Member, he signed and delivered the said instrument and caused the company, pursuant to authority given by said company as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this *26* day of October, 2017.



*James R Kennedy*  
Notary Public  
Commission expires: *4/30/2018*

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## EXHIBIT A

### Property Description

Exhibit A to Modification Agreement to Mortgage dated as of October 26, 2017, given by Vinayaka Holdings Corporation, as "Mortgagor" to CIBC Bank USA, formerly known as The PrivateBank and Trust Company, an Illinois banking association, as "Mortgagee."

### Description of Property Attached

STREET ADDRESS OF PROPERTY: 1000 EAST WOODFIELD ROAD, SCHAUMBURG, ILLINOIS 60173

P.I.N.: 07-14-200-037-0000

W:\dobbins\Private Bank 1\Vinakom\Eleventh Amendment to Loan and Security Agreement\Exhibit A\Modification Mortgage (1000 East Woodfield).doc

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## EXHIBIT A

### LEGAL DESCRIPTION

One Woodfield Lake, 1000 East Woodfield Road, Schaumburg, Cook County, Illinois  
60173

#### PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 927.60 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS, WEST, A DISTANCE OF 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 566.00 FEET; THENCE SOUTH 08 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS



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## PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100103, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100104, AND THE FIRST NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUSTS, FUND "F", UNDER DECLARATION OF TRUST DATED DECEMBER 1, 1972, AND RECORDED OCTOBER 17, 1979 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT #25156718 OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

## PARCEL A:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT #10486004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 550.00 FEET ALONG SAID WEST LINE TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, 112.178 FEET THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST, 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE # 68-"L"-13469, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, 171.24 FEET ALONG THE AFORESAID WESTERLY EXTENSION OF THE SOUTHERN TERMINUS OF MEACHAM ROAD; THENCE NORTH 2 DEGREES 40 MINUTES 10 SECONDS WEST, 66.072 FEET; THENCE NORTHWESTERLY 84.054 FEET ALONG THE

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ARC OF A CIRCLE OF 84.00 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEARS NORTH 61 DEGREES 20 MINUTES 11 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 40 MINUTES 10 SECONDS WEST, 256.717 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 157.079 FEET ALONG THE ARC OF A CIRCLE OF 150.00 FEET RADIUS, WHICH ARC IS TANGENT TO THE AFORESAID 561.22 FEET PARALLEL LINE AT A POINT 1404.175 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EASTERLY OF THE POINT OF BEGINNING, CONVEX TO THE NORTHEAST AND HAS A CHORD BEARING OF NORTH 62 DEGREES 40 MINUTES 10 SECONDS WEST, TO SAID PARALLEL LINE; THENCE SOUTH 87 DEGREES 19 MINUTES 50 SECONDS WEST, 1404.175 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE AFORESAID PARCEL FALLING WITHIN DEDICATED STREETS AND HIGHWAYS AS SHOWN ON DOCUMENT # 22935012 RECORDED DECEMBER 16, 1974, IN COOK COUNTY, ILLINOIS;

## PARCEL B:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT # 10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH

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ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 927.60 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 566.00 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND ALSO THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL C:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26

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MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT NUMBER 22935012, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL D:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14 TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND THE WESTERLY

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EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE # 68-"L"-13469 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST 771.913 FEET ALONG SAID EXTENSION TO THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST 1506.436 FEET ALONG SAID EAST LINE OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST 2699.57 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1486.043 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THOSE PARTS OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT #10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 354.65 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 NORTH 86

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DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 6 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT # 22935012; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT 22935012, ALL IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN EASEMENT GRANT DATED JUNE 2, 1980 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100103, GRANTOR, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, GRANTEE, AND RECORDED JULY 14, 1980 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25513407 FOR PARKING OF MOTOR VEHICLES AND FOR ACCESS AND INGRESS OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY

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LINE OF WOODFIELD ROAD, AND ITS WESTERLY EXTENSION THEREOF, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 72.00 FEET TO THE HEREIN ABOVE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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