Doc#. 1805706038 Fee: \$70.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/26/2018 10:09 AM Pg: 1 of 12

This instrument was prepared by and after recording singuist be returned to:

Kevan W. Ventura GOLDBERG KOHN LTD. 55 East Monroe Street Suite 3300 Chicago, Illinois 60603 (312) 201-4000

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MADE BY AND BETWEEN

WOODFIELD HOSPITALITY, LLC, an Illinois limited liability company

as "Mortgagor"

and

MIDCAP FINANCIAL TRUST, a Delaware statutory trust

as "Agent"

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Project Commonly Known As

"Woodfield Hyatt Regency Schaumburg"

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Document") is made as of this 8th day of February, 2018, by and between WOODFIELD HOSPITALITY, LLC, an Illineis limited liability company, having its principal place of business at 205 W. Wacker Drive Suite 901, Chicago, IL 60606, as mortgagor ("Mortgagor") and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, its successors and assigns (in its individual capacity as a lender, "MCF"), having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmon, Avenue, Suite 200, Bethesda, Maryland 20814, as mortgagee, in its capacity as agent (and in such capacity, "Agent" for Lenders (as defined below)). All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement (defined below).

RECITALS:

- A. Pursuant to the terms of a certain Credit and Security Agreement dated as of September 3, 2015 (said Credit and Security Agreement, together with all amendments, supplements, modifications and replacements thereof prior to the date hereof being hereinafter referred to as the "Existing Credit Agreement"), among Mortgagor, as borrower, Agent, MCF, and the other financial institutions parties thereto from time to time (together with MCF, collectively or individually, as the context may require, referred to herein as "Lenders"), Lenders agreed to make a term loan to Mortgagor in the original principal sum of up to \$25,000,000.00 (the "Loan"), and to extend other financial accommodations to Mortgagor.
- B. The Loan is secured by, among other things, a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 3, 2015 and recorded with the Office of the Registrar of Deeds of Cook County, Illinois or September 8, 2015 as Document No. 1525115062 (the "Original Mortgage" and as amended hereby, the "Mortgage"). The Original Mortgage did not reference the maturity date of the Loan A legal description of the real estate encumbered by the Mortgage is attached hereto as Exhibit B.
- C. Concurrently herewith, Mortgagor, Guarantors, Agent and Lenders have entered into that certain agreement dated as of even date (the "Credit Agreement Amendment"; the Existing Credit Agreement, as amended by the Credit Agreement Amendment, and as may have been and as may hereafter be further amended, supplemented, modified or replaced from time to time, the "Credit Agreement") which, among other things, amends the Existing Credit Agreement in certain respects. The Loan, as amended by the Credit Agreement Amendment, is hereinafter referred to as the "Amended Loan".

D. Pursuant to the Credit Agreement Amendment, among other things, the final maturity date of the Amended Loan is being amended from September 3, 2018 to March 15, 2018, which date may be extended to May 15, 2018 and may be further extended to June 29, 2018, subject to the terms and conditions set forth in the Credit Agreement Amendment.

AGREEMENTS

- 1. The Recitals hereto are hereby incorporated by reference into the Mortgage.
- 2. All references in the Mortgage to the "Credit Agreement" shall mean the Credit Agreement, as defined in this Amendment.
- 3. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment.
- 4. Mortgager hereby acknowledges, agrees and reaffirms the Mortgage, as hereby amended, as security for the Amended Loan in the maximum aggregate principal amount of \$25,000,000.
- 5. All of the property described in the Mortgage shall remain and continue in all respects to be subject to the Mortgage, and nothing in this Amendment, or done pursuant to this Amendment, the Credit Agreement Amendment or any other documents executed in connection with the Credit Agreement Amendment, shall affect or be construed to affect the lien of the Mortgage or the priority of such lien as to such property. Mortgagor further acknowledges, agrees and reaffirms that the Mortgage retains the priority on the real estate encumbered by the Mortgage as required by the Financing Documents (as defined in the Mortgage). Nothing herein shall constitute a novation.
- 6. This Amendment may be executed in counterpart, which when taken together shall constitute one instrument.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Amendment has been executed by Mortgagor and Agent as of the day and year first above written.

MORTGAGOR:

WOODFIELD HOSPITALITY, LLC, an Illinois limited liability company

By: T2FE VENTURES, LLC, an Illinois limited

liability company, its Manager

By: FEPH WOODFIELD HOSPITALITY,

LLC, an Illinois limited liability

company, its Manager

Name: Tine Gallag Han
Title: Manuary

STATE OF LL SS:-

I, OUA LIVEW , a Notary Tublic in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Time of FEPH WOODFIELD HOSPITALITY, LLC, an Illinois limited liability company, as Manager of T2FE VENTURES, LLC, an Illinois limited liability company, as Manager of WOODFIELD HOSPITALITY, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such present the said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this that of EB. 2018.

Notary Public

Му

OFFICIAL SEAL
OLGA I RIVERA
Motary Public State of Illinois
My Commission Expires: 11/23/2020

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AGENT:

MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as Agent

By:

Apollo Capital Management, L.P., its

investment manager

By:

Apollo Capital Management, GP, LLC,

its general partner

Ву:___

Name: Maurice Amsellem Title: Authorized Signatory

STATE OF Manyland

COUNTY OF Montgonery

SS:

I, Would Some and Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Maurice Amsellem, Authorized Signatory of of Apollo Capital Management, GP, LLC, general partner of Apollo Capital Management, L.P., investment manager of MidCap Financial Trust, a Delaware statutory trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that (he/she) signed and delivered the said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of Ebway, 2018

HANNAH SUZANNE O'CONNELL Notary Public Montgomery County Maryland My Commission Expires March 14, 2018

Notary Public

My Commission Expires:

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EXHIBIT A

(Legal Description)

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GOLF ROAD, AS WIDENED AS SHOWN ON DOCUMENT 20885775, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GOLF ROAD, AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOLF ROAD, 68.43 FEET TO

AN ANGLE POINT IN SAID KOAD; THENCE CONTINUE WESTERLY, ALONG THE NORTHERLY LINE THEREOF, 510.23 FEET TO ITS INTERSECTION, WITH A LINE DRAWN AT RIGHT ANGLES TO 1HE SOUTH LINE OF THE SAID SOUTH EAST 1/4, THROUGH A POINT 508.96 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLE LINE, HEREIN DESCRIBED, 1240.38 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1364.64 FEET OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE EASTERLY ALONG THE SAID LINE, 587.42 FEET TO ITS INTERSECTION WITH THE HEREINBEFORE MENTIONED LINE, 68.43 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1/2; THENCE SOUTHERLY, ALONG THE SAID LINE, 1224.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING, THE FOLLOWING DESCRIPLO PORTION THEREOF DEDICATED FOR ROADWAY AND LIKE PURPOSES PURSUANT TO PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DELOS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25489772, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 291.0 FEET OF THE SOUTH EAST 1/4, AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST DESCRIBED

LINE TO THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4, AFORESAID; THENCE WESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 248.33 FEET WEST

(AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 224.70 FEET TO THE AFOREMENTIONED NORTH LINE OF GOLF ROAD; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 148.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST

RIGHT ANGLE LINE HEREIN DESCRIBED 155.61 FEET TO THE NORTH LINE OF THE SOUTH 291 FEET, AFORESAID; THENCE EASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTEMANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF ROADWAY EASEMENTS RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE PECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070571, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072946 IN, ON, OVER AND

ACROSS THE FOLLOWING DESCRIPFO PROPERTY:

EASEMENT PARCEL "E":

AN EASEMENT, 24.00 FEET IN WIDTH, ILL THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE F.4.5T 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 357.00 FFFT OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST, A DISTANCE OF 720.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12, 581.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "G":

AN EASEMENT, 24 FEET IN WIDTH, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH FAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST, A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN, RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26070572, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072947 IN, ON, OVEK AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "D":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH LAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCI IJORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 121.16 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 151.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 543.78 FEET

WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "I"

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 144.59 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS FAST, A DISTANCE OF 361.97 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 159.80 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST, A DISTANCE OF 9.96 FEET TO ITS POINT OF TERMINATION ON THE WESTERLY LINE OF THE PERMANENT EASEMENT TO THE METROFOLITAN SANITARY DISTRICT OF GREATER CHICAGO AS PER DOCUMENT NO. 21391850 SAID POINT OF TERMINATION BEING 514.56 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 51.69 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT APPURTENANT TO AND FOK THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070573, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT 26072948 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "A":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 251.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 39.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY

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ROAD) 325.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "B":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 68.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 68.43 FEFT EAST

(AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 699.40 FRET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES, 22 MINUTES, 50 SECONDS EAST, A DISTANCE OF 74.48 FEET; THENCE NORTH 90 DEGREES, 00 MINITES, 00 SECONDS EAST, A DISTANCE OF 229.30 FEET TO ITS POINT OF TERMINATION ON THE WEST LINE OF EASEMENT PARCEL "C" (HEREINAFTER DESCRIBED), SAID FOINT OF TERMINATION BEING 632.09 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 332.31 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY ILLINOIS

EASEMENT PARCEL "C":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 99 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 337.00 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 720.27 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 12, 330.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "J":

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AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 158.91 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH FAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 175.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 160.02 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "K":

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 123.54 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 06 DEGREES, 39 MINUTES, 12 SECONDS EAST, A DISTANCE OF 140.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 9.7.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION, 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) AND THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 429.73 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 136.00 FEET TO A POINT 276.00 FEET NORTH OF THE SOUTH LINE OF SALI'S SECTION 12: THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 445.91 FEET; THENCE SOUTH 06 DEGREES, 39 MINUTES, 12 SECONDS WEST, A DISTANCE OF 136.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 3 IN THE WOODFIELD VILLAGE GREEN FIRST SUBDIVISION OF LOT 3 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, LYING EAST OF THE THIRD

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PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1998 AS DOCUMENT 98789378, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CROSS EASEMENT AND OPERATING AGREEMENT RECORDED OCTOBER 29, 1981 AS DOCUMENT 26042173 TO PASS ON, OVER OR THROUGH THE "OFFICE SECTION" AS DEFINED THEREIN FOR PURPOSES OF PASSAGE BETWEEN THE HOTEL AND OFFICE BUILDING AND ACCESS TO ANY COMMERCIAL ESTABLISHMENT LOCATED THEREIN FROM TIME TO TIME.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 3 AS CREATED BY RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 21, 1997 AS DOCUMENT 97120612 FOR THE PURPOSES OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FROM AND TO McCONNOR PARKWAY OVER "EASEMENT AREA 1" AS DEFINED IN EXHIBIT D ATTACHED THERETO AND AS SHOWN ON WOODFIELD VILLAGE GREEN FIRST SUBDIVISION RECORDED SEPTEMBER 3, 1998 AS **DOCUMENT 98789378.**

PIN #: 07-12-400-010-0000 Vol. 187; 07-12-400-011-0000 Vol. 187; and 07-12-402-016-0000 Clorts Office Vol. 187

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