

13. UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program
CT-LD-LuAmg
17013168 WF
Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1915006096

Doc# 1915006096 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2019 03:15 PM PG: 1 OF 12

The property identified as: PIN: 02-25-100-038-0000

Address:

Street: 3400 W. Euclid ave

Street line 2:

City: Arlington Heights

State: IL

ZIP Code: 60005

Lender: SC ARLINGTON DOWNS INVESTORS, LLC

Borrower: ARLINGTON DOWNS RESIDENTIAL,II, LLC

Loan / Mortgage Amount: \$2,500,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

S Y
P 12
S 1
M —
SC —
E —
INT JA

Certificate number: DB60013C-A6D3-446C-8712-3D7262078C44

Execution date: 5/17/2019

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④

This document prepared by and
after recording return to:

Firsel Ross LLC
2801 Lakeside Drive, Suite 207
Bannockburn, IL 60015
Attn: Michael D. Firsel

This section for Recorder of Deeds use only

MORTGAGE

THIS MORTGAGE (this "**Mortgage**") is made as of this 17th day of May, 2019 by and between **ARLINGTON DOWNS RESIDENTIAL II, LLC**, an Illinois limited liability company, with its office located at 3400 Stonogate Boulevard, Suite 2128, Arlington Heights, IL 60005 ("**Mortgagor**"), and **SC ARLINGTON DOWNS INVESTORS, LLC**, a Florida limited liability company, with its office located at 760 W. Main Street, Suite 140, Barrington, IL 60010 ("**Mortgagee**").

This Mortgage is given in favor of Mortgagee to secure the repayment of the following (collectively, "**Mortgagor's Liabilities**"):

- (a) all amounts due under that certain Mortgage Note in the original principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) dated as of even date herewith and made by Mortgagor in favor of Mortgagee (the "**Note**");
- (b) any note or evidence of indebtedness executed in amendment, renewal, substitution or extension of the Note; and
- (c) the payment of all other sums, with interest, advanced under the terms of the Note or this Mortgage,

provided, however, that the total amount of Mortgagor's Liabilities hereunder shall at no time exceed twice the original principal balance of the Note.

For this purpose, and in consideration of Ten and 00/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor does hereby mortgage, grant and convey to Mortgagee that certain real property legally described on **EXHIBIT A** attached hereto and incorporated herein (the "**Mortgaged Property**"). All replacements and additions shall also be covered by this Mortgage.

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MORTGAGOR REPRESENTS AND COVENANTS that Mortgagor holds fee simple title to the Mortgaged Property, free and clear of any and all liens and encumbrances (except as approved in writing by Mortgagee) and Mortgagor has the right to mortgage, grant and convey the Mortgaged Property. Mortgagor warrants and will defend generally the title to the Mortgaged Property against all claims and demands.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. **Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person owed payment. Upon request from Mortgagee, Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any other lien which has priority over this Mortgage. Notwithstanding the foregoing, Mortgagor shall have the right to contest the validity, priority, amount or other matter related to the aforementioned taxes, assessments, charges, fines and impositions provided the following conditions are met: (a) Mortgagor provides Mortgagee with all other information relating thereto which is reasonably requested by Mortgagee; (b) Mortgagor uses its best efforts and vigorously contests such taxes, assessments, charges, fines and impositions; (c) Mortgagor provides Mortgagee with reasonably suitable protection of its interests granted hereunder.

3. **Preservation, Maintenance and Protection of the Mortgaged Property.** Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, ordinary and extraordinary. Mortgagor shall refrain from and shall not permit the commission of waste in or about the Mortgaged Property. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Property, Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions.

4. **Protection of Mortgagee's Rights in the Mortgaged Property.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) and such proceeding is not dismissed within thirty (30) days of Mortgagor's knowledge, then Mortgagee may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Mortgagee's rights in the Mortgaged Property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees, maintaining insurance coverage for the Mortgaged Property and entering on the Mortgaged Property to make repairs. Although Mortgagee may take action under this Section 4, Mortgagee has no obligation to do so. ANY AMOUNTS DISBURSED BY MORTGAGEE

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UNDER THIS SECTION 4 SHALL BECOME ADDITIONAL DEBT OF MORTGAGOR SECURED BY THIS MORTGAGE. UNLESS MORTGAGOR AND MORTGAGEE AGREE TO OTHER TERMS OF PAYMENT, THESE AMOUNTS SHALL BEAR INTEREST FROM THE DATE OF DISBURSEMENT AND SHALL BE PAYABLE UPON NOTICE FROM MORTGAGEE TO MORTGAGOR REQUESTING PAYMENT.

5. **Inspection.** Mortgagee or its agent may make reasonable entries upon and inspections of the Mortgaged Property. Mortgagee shall give Mortgagor notice prior to an inspection specifying reasonable cause for the inspection.

6. **Condemnation.** Mortgagor shall promptly give notice to Mortgagee of any condemnation or eminent domain proceeding affecting the Mortgaged Property. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee and held by Mortgagee in escrow until all amounts secured hereunder are repaid to Mortgagee or are applied pursuant to the Note, with any excess paid to Mortgagor. Provided, however, that Mortgagee may at its option, allow Mortgagor to use such award, or any part thereof, as Mortgagee may deem appropriate in its reasonable discretion.

7. **Transfer of the Mortgaged Property.** It shall be an immediate Default if all or any part of the Mortgaged Property or any interest in it is sold or transferred without Mortgagee's prior written consent (a "**Prohibited Transfer**"). In the event of such Default, Mortgagee may declare the entire unpaid balance, including interest, immediately due and payable. The foregoing provisions of this Section 7 shall not, however, apply to the lien of current impositions and assessments not yet due and payable. This option shall not be exercised by Mortgagee if prohibited by Federal law as of the date of this Mortgage. If a Prohibited Transfer occurs and Mortgagee exercises its right to accelerate the payment of Mortgagor's Liabilities, Mortgagee may also invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any environmental law. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances under any federal, state or local law, rule or regulation that relate to health, safety or environmental protection.

9. **Default.** Any of the following occurrences or acts shall constitute an event of default (a "**Default**") under this Mortgage:

- (a) the occurrence of a default under the Note;

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(b) if Mortgagor fails or neglects to perform, keep or observe any other term, provision, condition, covenant, warranty or representation contained in this Mortgage, which is required to be performed, kept or observed by Mortgagor and such default is not cured within thirty (30) days after Mortgagee delivers written notice to Mortgagor of such default, provided that if such default cannot be cured within such thirty (30) day period, Mortgagor shall have such additional period of time as is necessary to cure such default so long as Mortgagor commences curing such default within such thirty (30) days and thereafter diligently proceeds to cure such default; and

(c) a Default under that certain Mortgage dated of even date hereof encumbering the property referred to Lot 5 in Arlington Downs Subdivision and a portion of Lot 3 in Arlington Downs Subdivision, in Arlington Heights, Illinois, as legally described in such Mortgage, made by SB AD Residential II, LLC.

10. **Remedies.** Upon the occurrence of any Default, subject to any cure rights provided for in the Note, Mortgagee shall have the right, in addition to all the remedies conferred upon Mortgagee by law or equity or the terms of the Note, to do any or all of the following, concurrently or successively without notice to Mortgagor:

a. Declare any and all amounts due under the Note to be, and they shall thereupon become, immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding; or

b. Enter upon and take possession of and title to the Mortgaged Property and do anything necessary or desirable to sell, manage, maintain, repair and protect the Mortgaged Property; furthermore, in connection with an exercise by Mortgagee of the foregoing remedy:

(i) Mortgagee and its representatives shall be entitled to the title, entry, possession and use contemplated herein upon demand and without the consent of any party and without any legal process or other condition precedent whatsoever; however, if Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring the delivery of immediate possession of all or part of the Mortgaged Property to Mortgagee, and Mortgagor hereby specifically consents to the entry of such judgment or decree;

(ii) Mortgagor acknowledges that any denial of such entry, possession and use by Mortgagee will cause irreparable injury and damage to Mortgagee and agrees that Mortgagee may forthwith sue for any remedy to enforce the immediate enjoyment of such right, and

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Mortgagor hereby waives the posting of any bond as a condition for granting such remedy; and

- (iii) Mortgagor shall pay to Mortgagee, upon demand, all expenses (including, without limitation, attorneys' fees and expenses) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under this Mortgage or the Note.

11. **Remedies Upon Occurrence of Monetary Default** Simultaneously with the execution of this Mortgage, Mortgagor has executed a quit claim deed in the form of **Exhibit B** attached hereto ("**Deed**"). The Deed shall be held in escrow by Firsell Ross, LLC. Notwithstanding anything herein to the contrary and in addition to any other remedy available to Lender, in the event of Mortgagor's failure to pay all amounts due under the Note on the Maturity Date (subject to any cure rights provided for in the Note), or when otherwise properly declared due and payable, Mortgagee shall have the absolute, irrevocable right to immediately obtain and record the Deed, in which event the Deed shall be released to Mortgagee from the escrow at Mortgagee's sole direction.

12. **Remedies Cumulative and Non-Exclusive.** The lien and remedies granted to Mortgagee in this Mortgage are in addition to and exclusive of any other liens or security interests granted to Mortgagee in any other agreement now or from time to time given to Mortgagee to secure the repayment of the Mortgagor's Liabilities. Mortgagee is under no obligation to seek enforcement of any other security interest or lien prior to its enforcement of the remedies accorded to Mortgagee under this Mortgage.

13. **Notices.** Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given to Mortgagor and Mortgagee at the addresses provided above. Notices shall be deemed to have been given and effective on the date of delivery: if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

14. **Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of Mortgagor's Liabilities granted by Mortgagee to Mortgagor shall not operate to release the liability of Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. **Successors and Assigns Bound, Joint and Several Liability.** The covenants and agreements of this Mortgage shall bind and benefit the successors, assigns, heirs and personal representatives of Mortgagee and Mortgagor.

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16. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the state of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

17. **Release.** Upon payment of all of Mortgagor's Liabilities, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

18. **Waiver of Homestead, Appraisal, Valuation, Stay, Extension, Reinstatement and Redemption Laws.** Mortgagor waives all right of homestead exemption in the Mortgaged Property. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action that would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property, or the final and absolute delivery of possession thereof, immediately after such foreclosure sale, of the purchaser thereat. Mortgagor, for itself and all who may, at any time, claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; the "Act") or residential real estate (as defined in Section 15-1219 of the Act). On behalf of Mortgagor, and each and every person acquiring any interest in, or title to, the Mortgaged Property subsequent to the date of this Mortgage, and on behalf of all other persons, to the maximum extent permitted by applicable law, Mortgagor hereby waives any and all rights: (x) of redemption from any foreclosure, or other disposition of any kind or nature, of the Property, or any part thereof, or interest therein, under or pursuant to rights herein granted to Mortgagee; and (y) to reinstatement of the indebtedness hereby secured, including, without limitation, any right to reverse any acceleration of such indebtedness pursuant to 735 ILCS 5/15-1602. All waivers by Mortgagor in this Mortgage have been made voluntarily, intelligently and knowingly by Mortgagor, after Mortgagor has been afforded an opportunity to be informed by counsel of Mortgagor's choice as to possible alternative rights. Mortgagor's execution of this Mortgage shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

19. **Modification, Waiver, etc.** No modification, waiver, estoppel, amendment, discharge or change of this Mortgage or any related instrument shall be valid unless the same is in writing and signed by Mortgagor and Mortgagee.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date and year first above written.

ARLINGTON DOWNS RESIDENTIAL II, LLC,
an Illinois limited liability company

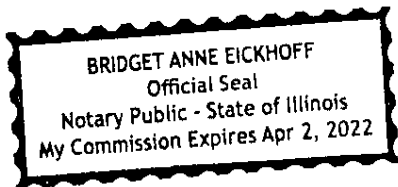
By: Arlington Downs Management LLC,
an Illinois limited liability company,
its Manager

By: *[Signature]*
Name: David M. Trandel
Its: Manager

STATE OF ILLINOIS)
 Lake) SS.
COUNTY OF ~~COOK~~)

I, Bridget anne Eickhoff, a Notary Public in and for said County and State, DO HEREBY CERTIFY that David M. Trandel, the Manager of Arlington Downs Management LLC, an Illinois limited liability company, the Manager of Arlington Downs Residential II, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing Mortgage, Assignment of Leases and Rents, and Security Agreement, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument, on behalf of said company and as his free and voluntary act, and as the duly authorized and free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13 day of May, 2019.



Bridget anne Eickhoff
Notary Public

My Commission expires: April 2, 2022

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EXHIBIT A

Legal Description

THAT PART OF LOT 3 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF LOTS 11, 17 AND 18 IN ARLINGTON PARK OFFICE CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS, RECORDED JANUARY 3, 2013 AS DOCUMENT 1300334039, BOUNDED AND DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 356.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST, 244.00 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST, ALONG SAID LAST DESCRIBED NORTH LINE, 318.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 214.00 FEET, AN ARC LENGTH OF 44.61 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 84 DEGREES 01 MINUTES 10 SECONDS EAST, 44.53 FEET) TO THE NORTHEAST CORNER OF SAID LOT 3, BEING ALSO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 3, BEING A NON TANGENT CURVED LINE, CONCAVE EAST, HAVING A RADIUS OF 633.00 FEET, AN ARC LENGTH OF 95.02 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 04 DEGREES 18 MINUTES 35 SECONDS WEST, 94.93 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED EAST LINE, 144.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: Being a portion of PIN 02-25-100-038-0000

Property Address: 3400 W. Euclid Ave., Arlington Heights, IL 60005

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EXHIBIT B

Form of Quitclaim Deed

QUIT CLAIM DEED (Illinois)

THE GRANTOR, **ARLINGTON DOWNS RESIDENTIAL II, LLC**, an Illinois limited liability company ("Grantor"), having an address of 3400 Stonegate Boulevard, Suite 2128, Arlington Heights, IL 60005, for an in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby CONVEY AND QUITCLAIM to **SC ARLINGTON DOWNS INVESTORS, LLC**, a Florida limited liability company ("Grantee"), having an address of 760 W. Main Street, Suite 140, Barrington, IL 60010 the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

[See attached Exhibit A]

Permanent Index Number: Being a part of PIN 02-25-100-038-0000

Property Address: A portion Lot 3 of the Arlington Downs Subdivision

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: General taxes not yet due and payable, and easements, covenants and restrictions of record.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered by its duly authorized officer, as of the ____ day of July, 2019.

ARLINGTON DOWNS RESIDENTIAL II, LLC, an Illinois limited liability company

By: Arlington Downs Management, LLC,
an Illinois limited liability company,
its Manager

By: _____
Name: David M. Trandel
Title: Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David M. Trandel, an Authorized Signatory of Arlington Downs Management, LLC, an Illinois limited liability company, as manager of Arlington Downs Residential II, LLC, an Illinois limited liability 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 signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this ____ day of July, 2019.

Notary Public

My Commission expires: _____

EXEMPT UNDER PROVISIONS OF
PARAGRAPH 35 ILCS 200/31-45(e), REAL
ESTATE TRANSFER ACT

Date: _____

Signature of Buyer, Seller or Representative

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EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOT 3 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF LOTS 11, 17 AND 18 IN ARLINGTON PARK OFFICE CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS, RECORDED JANUARY 3, 2013 AS DOCUMENT 1300334039, BOUNDED AND DESCRIBED AS:

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