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Doc# 1934717036 Fee, \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2019 12:26 PM PG: 1 OF 14

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Stahl Cowen Crowley Addis LLC
55 West Monroe, Suite 1200
Chicago, Illinois 60603
Attn: Thomas G. Moffitt, Esq.

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "**Agreement**") is made as of the 6th day of November, 2019 (the "**Effective Date**"), by and among **WOODFIELD HOSPITALITY, LLC**, an Illinois limited liability company, as grantor for all purposes hereunder ("**Borrower**"), **TIMOTHY GALLAGHER** and **THOMAS LOWE**, each an individual (collectively "**Guarantors**") and **BANK OZK** (f/k/a Bank of the Ozarks) its successors and assigns ("**Lender**").

RECITALS:

A. Lender has heretofore made a loan ("**Loan**") to Borrower in the principal amount of Twenty-Two Million and 00/100 Dollars (\$22,000,000.00), pursuant to the terms and conditions of a Construction Loan Agreement dated as of March 30, 2018 between Borrower and Lender, (the "**Loan Agreement**", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated March 30, 2018, in the principal amount of the Loan made payable by Borrower to the order of Lender ("**Note**"). Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 30, 2018 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**") on April 2, 2018 as Document No. 1809213059 ("**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described therein (the "**Property**"), (ii) that certain Assignment of Rents and Revenues dated March 30, 2018, from Borrower to Lender and recorded in the Recorder's Office on April 2, 2018, as Document No. 1809213060, which also encumbers the Property (the "**Assignment of Leases**"); (iii) that certain Environmental Indemnity Agreement dated March 30, 2018 from Borrower and Guarantors to Lender (the "**Indemnity Agreement**"); (iv) those certain guarantees dated March 30, 2018 from Guarantors to Lender entitled Guaranty (Completion), Guaranty (Carve Out), Guaranty (Debt Service and Carry), and Guaranty (Re-Margin) (collectively, the "**Guarantees**"); and (v) certain other loan documents (the Loan Agreement, Note, Mortgage, Assignment of Leases, Indemnity Agreement, Guarantees and all other documents evidencing, securing and

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guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the “**Loan Documents**”).

D. Borrower, Guarantors and Lender desire to amend the Loan Documents in order to modify the legal description of the Property, as set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained 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. **Legal Description.** The legal description of the Property in the Loan Agreement, Mortgage, Assignment of Rents, Indemnity Agreement and each of the other Loan Documents is hereby modified and amended to mean and refer to the Property as legally described on Exhibit A attached to this Agreement and made a part hereof and any exhibit containing a legal description of the Property attached to any of the Loan Documents is hereby deleted and replaced with Exhibit A attached to this Agreement and made a part hereof.

2. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise expressly provided in Section 9.6 of the Loan Agreement.

(b) Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, 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 Agreement, 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) Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise adversely affect the obligations of Borrower to Lender, as evidenced by the Loan Documents. Borrower hereby acknowledges, agrees, and represents that (i) Borrower is indebted to Lender pursuant to the terms of the Note; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents, and the other obligations created or

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evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of Lender's acts or omissions with respect to the Property, the Loan Documents or Lender's performance under the Loan Documents or with respect to the Property; (v) the representations and warranties contained in the Loan Documents are true and correct (in all material respects) representations and warranties of Borrower, as of the date hereof (except to the extent that such representations and warranties by their nature inherently solely relate to an earlier date, which shall have been true and correct as of such earlier date); and (vi) Lender is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. Borrower waives, discharges, and forever releases Lender, Lender's employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Borrower has or may have had at any time up through and including the date of this Agreement, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Borrower or whether any such claims, causes of action, allegations or assertions arose as a result of Lender's actions or omissions in connection with the Loan Documents, or any amendments, extensions or modifications thereof, or Lender's administration of the debt evidenced by the Loan Documents or otherwise, INCLUDING ANY CLAIMS, CAUSES OF ACTION, ALLEGATIONS OR ASSERTIONS RESULTING FROM LENDER'S OWN NEGLIGENCE, EXCEPT AND TO THE EXTENT (BUT ONLY TO THE EXTENT) CAUSED BY LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) By its execution hereof, each Guarantor, with respect to himself, hereby (i) acknowledges and consents to the terms and provisions hereof; (ii) ratifies and confirms the Guarantees, including all interest and costs of collection, to or for the benefit of Lender; (iii) agrees that the Guarantees are and shall remain in full force and effect, as modified hereby, and that the terms and provisions of the Guarantees cover and pertain to the Loan, Note, Mortgage and other Loan Documents as modified hereby; (iv) after giving effect to this Agreement, acknowledges that there are no claims or offsets against, or defenses or counterclaims to, the terms and provisions of the Guarantees or the other obligations created and evidenced by the Guarantees; (v) certifies that any representations and warranties contained in the Guarantees remain true and correct representations and warranties of Guarantor in all material respects as of the date hereof, except to the extent that such representations and warranties by their nature inherently solely relate to an earlier date; and (vi) after giving effect to this Agreement, acknowledges that Lender has satisfied and performed its covenants and obligations under the Guarantees and the other Loan Documents, and that no action or failure to act by or on behalf of, Lender which occurs prior to this Agreement becoming effective has or will give rise to any cause of action or other claim against Lender for breach of the Guarantees or other Loan Documents or otherwise.

(e) Borrower, Guarantors and Lender 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 Agreement, which collectively represent a complete integration of all prior and contemporaneous

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agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(f) Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, all costs associated with negotiations that preceded this Agreement, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Lender.

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

(h) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, 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.

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

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

LENDER:

BANK OZK
(f/k/a Bank of the Ozarks)

By: 7-7-28
Name: Juan Gonzalez
Title: Managing Director, Asset Management -
Real Estate Specialties Group

BORROWER:

WOODFIELD HOSPITALITY, LLC,
an Illinois limited liability company

By: _____
Name: Timothy Gallagher
Title: Authorized Signatory

GUARANTORS:

TIMOTHY GALLAGHER, an individual

THOMAS LOWE, an individual

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

LENDER:

BANK OZK
(f/k/a Bank of the Ozarks)

By: _____
Name: _____
Title: _____ -
Real Estate Specialties Group

BORROWER:

WOODFIELD HOSPITALITY, LLC,
an Illinois limited liability company

By: Tim Gallagher
Name: Timothy Gallagher
Title: Authorized Signatory

GUARANTORS:

Tim Gallagher
TIMOTHY GALLAGHER, an individual

Thomas Lowe
THOMAS LOWE, an individual

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I Thomas G. Moffitt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy Gallagher, Authorized Signatory of, **WOODFIELD HOSPITALITY, LLC**, an Illinois limited liability company 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 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 6th day of November, 2019.



Thomas G. Moffitt
Notary Public

My Commission Expires: 10/23/2022

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I Thomas G. Moffitt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **TIMOTHY GALLAGHER** and **THOMAS LOWE**, each an individual, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of November, 2019.



Thomas G. Moffitt
Notary Public

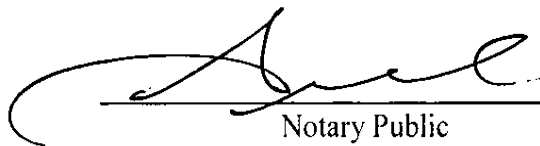
My Commission Expires: 10/23/2022

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STATE OF TEXAS)
).ss
COUNTY OF DALLAS)

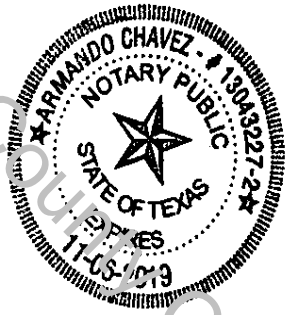
I Armando Chavez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Gonzalez, Managing Director, Asset Management – Real Estate Specialties Group of **BANK OZK** (f/k/a Bank of the Ozarks), is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 10 day of October, 2019.



Notary Public

My Commission Expires: 11-05-2019



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EXHIBIT A

THE PROPERTY

PARCEL 1:

LOT 1 IN FINAL PLAT OF RESUBDIVISION OF LOT 1 AND LOT 3 IN HYATT REDEVELOPMENT, SCHAUMBURG, IL, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2019 AS DOCUMENT NUMBER 1923517051, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT 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 RECORDER 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 DESCRIBED PROPERTY:

EASEMENT PARCEL "E":

AN EASEMENT, 24.00 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 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 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 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, 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

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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 EAST 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, CN, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "D":

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 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.

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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 EAST, 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 METROPOLITAN 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 FOR 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

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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 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 FEET 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 FEET 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 MINUTES, 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 POINT 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, 00 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 357.00 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

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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":

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 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 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 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) 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 SAID 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.

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PARCEL 5:

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 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 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.

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