Doc#. 2004506122 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/14/2020 11:58 AM Pg: 1 of 15

This instrument was prepared by and, after recording, return to:

Allen C. Balk Meltzer, Purtill & Stelle LLC 300 South Wacker Drive, Suite 2300 Chicago, Illinois 60606

Permanent Tax Index No.: See Exhibit A attached hereto

Property Addr ss:
See Exhibit A attached hereto

This space reserved for Recorder's use only

### FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 31 day of January, 2020, by and among PROMINENCE O'HARE, LLC, an Illinois limited liability company ("Borrower"), RANA REHAN ZAID, individually ("Zaid"), BIMAL DOSHI, individually ("Doshi"), RANA S. HAMID, individually ("Hamid"; together with Zaid and Doshi are hereinafter referred to individually and collectively as "Guarantor"), and REPUBLIC BANK OF CHICAGO, its successors and assigns ("Lender").

### RECITALS:

- A. Pursuant to the terms of that certain Loan Agreement dated as of March 26, 2018 by and among Borrower, Guarantor and Lender (as further amended, modified or renewed from time to time, the "Loan Agreement"), Lender has made a loan ("Loan") to Borrower in the original principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00). The Loan is evidenced by a Promissory Note dated March 26, 2018 in the principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00), made payable by Borrower to the order of Lender (the "Note").
- B. The Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated March 26, 2018 from Borrower to Lender recorded with the Cook County Recorder of Deeds ("Recorder's Office") on March 29, 2018, as Document No. 1808845042 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated March 26, 2018 from Borrower to Lender and recorded with the Recorder's Office on March 29, 2018, as Document No. 1808845043 (the "Assignment of Leases"), and (iii) the other Loan Documents.

- C. As of November 26, 2019, the outstanding principal balance of the Loan is Eleven Million Five Hundred Forty Six Thousand Five Hundred Seventy and 12/100 Dollars (\$11,546,570.12).
- D. Borrower and Guarantor now desire to amend the Loan Documents to, among other things, increase the amount of the Loan from Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00) to an amount not to exceed Twelve Million Six Hundred Seventy Thousand and No/100 Dollars (\$12,670,000.00).
- E. Lender has agreed to the requested amendment as set forth herein, and agreed to amend the Loan Documents upon the terms and subject to the conditions contained in this Agreement, and Borrower and Guarantor have agreed to execute and deliver this Agreement and such other documents and instruments as shall reasonably be required by Lender.

### **AGREEMENTS:**

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and mode 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 volumble consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Recitals. The recitals set forth accordance hereby incorporated herein and made a part hereof.
- 2. <u>Capitalized Terms</u>. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.
- 3. <u>Increase in Loan Amount</u>. The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the amount of the Loan or the amount of \$12,180,000.00 (either in numbers or words, as the case may be) as the principal amount of the Loan or otherwise is hereby amended to be \$12,670,000.00 (either in numbers or words, as the case may be) as the principal amount of the Loan, secured by each of the Loan Documents, such that each of said 1 am Documents secure the full and prompt payment of the Note, and the full and prompt performance of all the terms, covenants and conditions relating to the Loan in this Agreement.
- 4. <u>Issuance of Amended and Restated Note</u>. To evidence the increase in the amount of the Loan, Borrower and Lender agree that the Note shall be amended, modified, renewed and restated in its entirety and that Borrower shall execute and deliver an Amended and Restated Promissory Note in the principal amount of Twelve Million Six Hundred Seventy Thousand and No/100 Dollars (\$12,670,000.00) and in the form prepared by Lender ("<u>Amended Note</u>"). From and after the date hereof, any reference to the Note in the Loan Agreement and each of the other Loan Documents shall mean and refer to the Amended Note.

### 5. Amendments to Loan Agreement.

- (a) The definition of Conversion Date is hereby deleted and replaced in its entirety as follows:
  - "1.17. "Conversion Date". January 1, 2021.
  - (b) A revised Project Budget is attached hereto as Exhibit B.
- (c) The following new definition is hereby added to the Loan Agreement as follows:
  - "1.68 <u>First Modification</u>. The First Modification of Loan Documents executed by and among Borrower, Guarantor and Lender dated as of January , 2020."
- (d) Section 2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:
  - "2. THE LOAN TERMS. Subject to the terms and conditions herein contained, Lender shall lend to Borrower and Borrower shall borrow from Lender in connection with the Project a loan in the aggregate amount of Twelve Million Six Hundryd Seventy Thousand and No/100 Dollars (\$12,670,000.00) ("Loan"), which shall be evidenced by the Note."
- (e) The following new sentence is nereby added to Section 5.2 of the Loan Agreement as follows:

"Prior to Lender having any obligation to advance additional proceeds of the Loan as outlined in the First Modification Borrower shall first pay for additional Project Costs in the amount of \$2.0,000.00. Borrower shall provide evidence of such payment in form and substance acceptable to Lender."

- 6. Amendment to Mortgage and Assignment of Leases. The Mortgage and the Assignment of Leases are each hereby amended to reflect the terms hereof including, without limitation, the increase in the amount of the Loan. Borrower and Guarantor each agree that Lender shall have the right to record this Agreement in the Recorder's Office to reflect the subject matter of this Agreement.
- 7. Other Conforming Amendments. The Loan Documents, all as amended by this Agreement, are hereby amended to reflect the terms hereof. All requirements, conditions and obligations under any of the Loan Agreement, the Note, the Mortgage and other Loan Documents, all as amended hereby, shall apply, govern and control the repayment of the Loan as amended hereby.
- 8. <u>Representations and Warranties of Borrower and Guarantors</u>. Borrower and Guarantor hereby represent, covenant and warrant to Lender as follows:

- (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is currently no breach, default, or "Event of Default" under the Note, the Mortgage or the other Loan Documents and neither Borrower nor Guarantor know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute a breach, default, or "Event of Default" under the Note, the Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Guarantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, any Guarantor, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date here of, Guarantor and/or Borrower, as the case may be, have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) From and after the date her of until the Loan is paid in full, Borrower shall have good and merchantable fee simple title to the Property.
- (g) There is no default under any other agreement of any kind or nature affecting the Property or its operations. Borrower and Guarantor are not aware of any breach or default under any agreement effecting the Property's operation and are in full compliance with all such agreements.
  - (h) No other parties' consent is required to enter into this Agreement.
- 9. <u>Title Policy</u>. As a condition precedent to the agreements contained berein, Borrower shall, at Borrower's sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1401-008985178-D2 ("<u>Title Policy</u>"), as of the date this Agreement is recorded (the "<u>Date Down Endorsement</u>"), which (i) reflects the recording of this Agreement, (ii) insures for all amounts disbursed under the Loan through the date of recording this Agreement, (iii) extends the effective date of the Title Policy to the date of recording this Agreement, and (iv) raises no exceptions or other matters to title which are objectionable to Lender.
- 10. Reaffirmation of Guaranty. Each Guarantor hereby ratifies and affirms the Guaranty, agrees that each Guarantor remains jointly and severally liable for the full amount of the Guaranty (subject to the limitations contained therein) and that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and no Guarantor knows of any default thereunder. The Guaranty continues to be the valid and binding

obligation of Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty. All waivers set forth in the Guaranty are hereby remade as of the date hereof and incorporated herein by this reference. Any limitation of liability contained in any Guaranty shall not be construed as a limitation of liability of Borrower or a limitation of liability under the Amended Note or any of the Loan Documents.

- 11. <u>Additional Requirements</u>. The obligations of Lender to consent to this modification of the Loan Agreement, and other Loan Documents shall be subject to Borrower and Guarantor having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:
  - (a) This Agreement, executed by all parties other than Lender;
  - (b) The Amended Note, executed by Borrower;
  - (c) The Data Down Endorsement;
  - (d) Resolutions of Borrower, and any other required action in connection with the amendment of the Loan, the execution and delivery of the documents herein required, and the performance of the Loan as amended;
  - (e) Payment of the Loan Fee (as hereinafter defined) and Documentation Fee (as hereinafter defined); and
    - (f) Such other documents as Lender may reasonably require.
- 12. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses. In addition, as a condition precedent to Lender entering into this Agreement and agreeing to increase the amount of the Loan, Borrower shall pay to Lender a loan fee in the amount of Nine Thousand Eight Hundred and 00/100 Dollars (\$9,900.00) ("Loan Fee") and a documentation fee in the amount of Four Hundred Seventy Five and 30/100 Dollars (\$475.00) ("Documentation Fee"), which Loan Fee and Documentation Fee shall be due and payable in full by Borrower upon the execution of this Agreement.
- 13. <u>Beneficial Ownership Certification</u>. Borrower agrees to promptly notify Lender (a) of any change in direct or indirect ownership interests in Borrower as reported in the Beneficial Ownership Certification or other similar certification provided to Lender prior to or in connection with the execution of this Agreement (the "<u>Certification</u>"), or (b) if the individual with significant managerial responsibility identified in the Certification ceases to have that responsibility or if the information reported about that individual changes. Borrower hereby agrees to provide such information and documentation as Lender may request during the term of the Loan to confirm or update the continued accuracy of the information provided in connection with the foregoing.

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## UNOFFICIAL COPY

- 14. Effect of Bankruptcy. Borrower hereby acknowledges and agrees that, if a petition under any section, chapter or provision of Title 11 of the United States Code (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower, (a) it shall not contest, and it shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against Lender resulting from such filing, and (b) it shall execute any order or other document necessary to effectuate such modification or termination. Furthermore, if such action is taken against Borrower by a third party, Borrower shall take all action necessary to have (i) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (ii) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, Lender would not have agreed to such terms and conditions. Borrower further stipulates that, at Lender's option, Lender will be entitled to an immediate and absolute lifting of any automatic stay of the enforcement of Lender's remedies under each and every Loan Document, at law or in equity (including, without implied limitation, the provisions of 11 U.S.C. § 362, as amended) which might be accorded to Borrower under the Bankruptcy Code. Borrower agrees that Borrower will not contest any application by Lender to lift or vacate any such stay.
- 15. Waiver of Defenses. Other than claims based upon the failure of Lender to act in a commercially reasonable manner, Borrower and Guarantor hereby waive every present and future defense (other than the defense of payment in 1011), cause of action, counterclaim or setoff which Borrower or Guarantor may now have or hereafter may have to any action by Lender in enforcing this Agreement or any of the Loan Documents. This provision is a material inducement for Lender granting any financial accommodation to Borrower.

### 16. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepare they counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower 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) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower 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 agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement or any other instrument executed in connection with this Agreement. Except as expressly modified bereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs. executors, administrators, successors and assigns.
- (f) Any references to the "Loan Agreement", 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 or by any other instrument executed in connection with this Agreement. 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.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.
- 17. Jury Waiver. The parties hereto acknowledge and agree that there may be a constitutional right to a jury trial in connection with any claim, dispute or law suit arising between or among them, but that such right may be waived. Accordingly, the parties agree that, notwithstanding such constitutional right, in this commercial matter the parties believe and agree that it shall be in their best interests to waive such right, and, accordingly, hereby waive such right to a jury trial, and further agree that the best forum for hearing any claim, dispute, or lawsuit, if any, arising in connection with this Agreement, the Loan Documents, or the relationship among the parties hereto, in each case whether now existing or hereafter arising, or whether sounding in contract or tort or otherwise, shall be a court of competent jurisdiction sitting without a jury.

(Signature page to follow)

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## **UNOFFICIAL COP**

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

### **BORROWER:**

PROMINENCE O'HARE, LLC, an Illinois

limited liability company

By:\_ Name:

Title: Manager

**GUARANTOR:** 

Droporty Ox Cook RANA REHAN ZAID, personally and individually

BIMAL DOSHI, personally and individually

RANA S. H. MID, personally and individually

**LENDER**:

REPUBLIC BANK OF CHUCAGO

SIGNATURE PAGE FIRST MODIFICATION OF LOAN DOCUMENTS

STATE OF ILLINOIS ) COUNTY OF Lake )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Level the Manager of PROMINENCE O'HARE, LLC an Illinois limited liability company ("Company"), is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day is personand acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act of said Company for the uses and purpose therein set to the.  GIVEN under my hand and Notarial Seal this Aday of Linuary, 2000.
My Commission Expires: 3/3/10000
"OFFICIAL SEAL" RRAIM MURTISHI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/31/2020

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	
_	) SS.
COUNTY OF Lake	)
I. the undersigned.	Notary Public in and for said County, in the State aforesaid, do
•	AN ZAID, an individual, who is personally known to me to be the
	subscribed to the foregoing instrument, appeared before me this day
	that he signed and delivered the said instrument as his own free and
voluntary act for the uses an	•
voluntary act for the uses an	a purposes merem ser form.
GIVEN under my ha	nd and notarial seal, this 221 day of 10 min., 2000.
GIVIAN dilder my na	day or <u>Joseph</u> .
9	1 of
700	(Kun HHth)
	Notary Public
	ricially i done

My commission expires: 3/31/2000

"OFFICIAL SEAL"
RRAIM MURTISH!
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/2020

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
COUNTY OF Lake	) SS. )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify BIMAL DOSHI, an individual, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22th day of Image, 2010.

Notary Public

(SEAL)

My commission expires:  $\frac{3/3l}{3i}$ 

RRAIM MURTISHI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/2020

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STATE OF ILLINOIS	) ) SS. )	
hereby certify RANA S. HA person whose name is subsc person and acknowledged th voluntary act for the uses and GIVEN under my har	MID, an individual, who is peribed to the foregoing instrumat he signed and delivered the purposes therein set forth.	id County, in the State aforesaid, do ersonally known to me to be the same ment, appeared before me this day in e said instrument as his own free and day of Tanun,
	Notary Public	<i>b</i>
(SEAL)  My commission expires:	3/31/2020	"OFFICIAL SEAL" RRAIM MURTISH! NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/31/2020
		RRAIM MURITISH! NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/31/2020

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STATE OF ILLINOIS )
COUNTY OF LOOM )
I <u>Jonna Zalig</u> . a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <u>Navid Livingston</u> , the <u>EVP</u> of REPUBLIC BANK OF CHICAGO ("Bank"), is personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he/she signed and delivered said instrument as his/her own free
and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein
et forth.
GIVEN under my hand and Notarial Seal this 27 day of Jenuary, 2020.
Con Anna Cali
Notary Public
Trotally Laplace
My Commission Expires:
OFFICIAL SEAL DONNA ZALIO NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES.06/24/21

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### **UNOFFICIAL COPY**

### **EXHIBIT A**

### **LEGAL DESCRIPTION**

### PARCEL 1:

LOT 3 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE 21 AT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLCOOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES TLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY) AND O'HALE REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (DEVELOPER) DATED JANUARY 31, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1764519092 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS OVER THE FOLLOWING DESCRIBED LAND:

LOTS 2, 4 AND 8 IN THE FINAL PLAT OF THE OLCHARDS AT O'HARE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY), THE ROSEMONT PARK DISTRICT, AN ILLINOIS PARK DISTRICT (DISTRICT) AND OUTFRONT MEDIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BILLBOARD TENANT), DATED NOVEMBER 22, 2016 AND RECORDED JANUARY 20, 2017 AS DOCUMENT 1702018084 FOR THE PURPOSE OF CITY PUBLIC INGRESS, EGRESS, CIRCULATION AND PARKING EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12,

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## **UNOFFICIAL COPY**

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

#### PARCEL 4:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASTMENTS, DATED FEBRUARY 7, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT NUMBER 1704519094 AND CREATED BY CONVEYANCE DEED BY O'HARE REAL ESTATE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTOR) AND PROMINENCE O'HARE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTEE) RECORDED FEBRUARY 17, 2017 AS DOCUMENT NUMBER 1704519091. FOR THE PURPOSE OF INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICLULAR ACCESS OVER, ACROSS AND UPON THE PAVED AREAS WITHIN THE PARCELS OF LAND DESCRIBED AS FOLLOWS:

LOTS 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE CRCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL 2, compared to the contract of MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

09-33-305-018-0000

09-33-305-019-0000

ADDRESS: 3001 South Mannheim Road, Des Plaines, Illinois