

9 Fall

UNOFFICIAL COPY

2200

DFP/10-28-85
0964R
Orland

COOK COUNTY, ILLINOIS 8.85 20 P 59/3 9 1
FILED FOR RECORD
1985 OCT 31 AM 8 42
85261591

*69-84804
23*

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL, made this *30th* day of October, 1985, by individually or collectively as the context may require, SIX ANCHORS LIMITED PARTNERSHIP, a Maryland Limited Partnership, having an address at Suite 650, 502 Washington Avenue, Towson, Maryland and CHICAGO TITLE & TRUST COMPANY, as Trustee under a trust agreement dated June 15, 1985 and known as Trust No. 1086100 (hereinafter referred to individually or collectively as the context may require as "Grantor"), for the benefit of CPS REALTY PARTNERSHIP, an Illinois general partnership, having an address of One South Street, Chicago, Illinois 60603, and CARSON PIRIE SCOTT & COMPANY, an Illinois corporation (hereinafter referred to individually or collectively as the context may require, as "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee simple title to the parcels of land more fully described in Exhibit A hereto (hereinafter called the "Property") and does now desire to grant and convey to Grantee a right of first refusal with respect to the Property, upon and subject to the terms and conditions set forth herein,

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee this Right of First Refusal with respect to the Property or any parcel or parcels constituting a part of the Property, upon and subject to the following terms and conditions;

1. If at any time during the term hereof, as provided in Paragraph 7 hereof, Grantor decides to sell the Property, Grantor shall send to Grantee notice to such effect.

2. Grantor shall not sell the Property during the term hereof unless (a) Grantor shall have given the notice required by Paragraph 1, (b) not less than 30 nor more than 365 days following receipt of such notice by Grantee, Grantor shall have given Grantee a copy of a bona-fide offer, which may be in the form of a letter of intent (hereinafter referred to as an "Offer") which Grantor desires to accept from an unaffiliated third party

85 261 591

This instrument prepared by *

Heather Gilchrist
Sidley & Austin
One First National Plaza
Chicago, Illinois 60608

BOX 333-711

UNOFFICIAL COPY

193122

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFP/10-28-85
0964R
Orland

(hereinafter referred to as a "Proposed Buyer") to purchase the Property or any parcel or parcels constituting a part of the Property (hereinafter referred to as the "Sale Property") together with notice that Grantor intends to accept the Offer, and (c) Grantee shall not have exercised its right to purchase the Sale Property as provided in Paragraph 3 hereof.

3. Grantee shall have the right, exercisable by notice to Grantor given within ten (10) days after receipt of the Offer, to exercise its right to purchase the Sale Property on the terms and conditions contained in the Offer. If Grantee gives such notice of acceptance to Grantor within the time period specified above, then such notice shall create a binding obligation on the part of Grantor to sell the Sale Property to Grantee in accordance with the terms of the Offer and a binding obligation on the part of Grantee to purchase the Sale Property in accordance with the terms of the Offer.

4. If Grantee does not elect within the period set forth in paragraph 3 hereof to purchase the Sale Property on the terms set forth in the Offer, then Grantor shall be free to sell the Sale Property to the Proposed Buyer on the terms set forth in the Offer. If the Sale Property is sold to the Proposed Buyer in accordance with the terms set forth in the Offer, then the right of first refusal contained herein shall become, as to the Sale Property, null and void and of no further force or effect, it being understood and agreed that such right of first refusal shall not be binding upon such Proposed Buyer or anyone claiming by, through, or under it. If Grantee does not elect to purchase the Sale Property on the terms set forth in the Offer within the time period set forth in paragraph 3 hereof, then Grantor shall be entitled to record, in those official records wherein this instrument is recorded, a certificate stating that (a) the notice required under paragraph (1) hereof was given, (b) a copy of the Offer described in paragraph 2 was sent to Grantee, (c) the Grantee did not elect to exercise its Right of First Refusal as provided in paragraph 3 hereof, and (d) the Proposed Buyer may acquire the Sale Property pursuant to the Offer free and clear of all rights of Grantee hereunder. Upon recordation of such certificate and regardless of the veracity of the statements made therein, the Proposed Buyer shall be entitled to acquire the Sale Property free and clear of Grantee's Right of First Refusal hereunder, but Grantee may maintain against Grantor any action for damages to which it may be entitled on account

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11
10
11
12

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFP/10-28-85
0964R
Orland

of any false statement contained in such recorded instrument.

5. If Grantee elects to purchase the Sale Property on the terms set forth in the Offer, then Grantee's notice shall also specify the title insurance company or bank in the state and county in which the Sale Property is located at which the closing shall take place. At the closing, Grantor shall convey or cause to be conveyed to Grantee the fee simple title to the Property or assign the beneficial interest in the land trust holding such title to Grantee in accordance with the terms of the Offer. At the closing, Grantee shall pay to Grantor the purchase price in accordance with the terms set forth in the Offer and the parties shall execute such other documents as are required under the offer.

6. The right of first refusal contained herein shall not apply to or prohibit Grantor from selling or transferring all of the Property or any part thereof to the following: (a) to a condemning authority under a bona fide adverse threat of condemnation (upon any such sale, the rights of Grantee hereunder shall terminate as to the Property or so much thereof as is subject to such condemnation), and (b) to an affiliate of Grantor (upon any such sale or transfer, the rights of Grantee hereunder will continue with respect to the Property and so much thereof as is sold or transferred). In addition, the payment of insurance proceeds with respect to any casualty to the Property (or any part thereof) shall not constitute a "sale" which is subject to this Right of First Refusal.

7. If the Grantor delivers an Offer to Grantee in accordance with the provisions of paragraph 2 hereof which is not accepted by Grantee and the Grantor does not convey the Sale Property to the Proposed Buyer within 365 days after the receipt by Grantee of the Offer, then Grantor shall be obligated to again offer the Sale Property to the Grantee prior to any sale to a third party not excluded from the provisions hereof.

8. Grantee shall not be permitted to exercise its right of first refusal granted hereby if an Event of Default has occurred which resulted in the termination by Grantor of any of the six (6) leases (hereinafter referred to as the "Leases") of even date herewith by and between Grantor, as landlord, and CPS Realty Partnership, as tenant.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

123 123 45

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFP/10-28-85
0964R
Orland

9. Grantee's right to exercise its right of first refusal provided hereunder shall commence as to the Property upon the expiration of the Lease covering the Property, and shall expire as to the Property, upon the earlier to occur of (a) five (5) years after the expiration of the Lease covering such parcel, or (b) the expiration of twenty (20) years after the death of the last to die of the now living descendants of the following:

- (i) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland;
- (ii) His Royal Highness Prince Charles Philip Arthur George Windsor, Prince of Wales;
- (iii) His Royal Highness Prince Andrew Albert Christian Edward Windsor;
- (iv) His Royal Highness Prince Edward Antony Richard Louis Windsor; and
- (v) Joseph Patrick Kennedy, late Ambassador to the Court of St. James.

10. This Right of First Refusal is subordinate and subject to the exercise of any remedies by the mortgagee under the mortgage described on Exhibit B hereto (the "Original Mortgage") creating a lien on the Property and any mortgages or deeds of trust securing any loans refinancing the loans secured by the Original Mortgage or such refinancing loans.

11. This grant represents the complete agreement between the parties hereto as to the subject matter hereof, and supercedes all prior negotiations and understandings. This grant may not be amended nor may any of its provisions be waived by the Grantor except by an instrument in writing executed by Grantor.

12. Any and all notices given hereunder shall be sent by certified mail, postage prepaid, to the parties at their addresses hereinabove set forth marked, in the case of Grantee "Attention: Law Department." Either party may change any address set forth in this paragraph 12 by giving notice of such changes to the other party in accordance with the provisions of this paragraph 12. Notices shall be deemed given when received. In the case of Grantee a

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFP/10-28-85
0964R
Orland

copy of any such notice, similarly mailed, shall be sent to: Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Donald J. Galen.

13. Each party hereto agrees to give such further assurance hereof as the other party hereto may from time to time request.

14. Time is of the essence hereof.

15. This grant may be recorded among the appropriate Land Records of the state where the Property is located, provided that the Grantee shall bear all costs associated therewith.

IN WITNESS WHEREOF, the Grantor has executed and delivered, and Grantee has agreed to and accepted, this Right of First Refusal on the date first above written.

ATTEST:

CHICAGO TITLE & TRUST COMPANY,
as Trustee as aforesaid

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally
By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

Corporate Seal

ATTEST:

[Signature]
Secretary
Asst.

by: [Signature] (SEAL)
Donavan M. Hamlin, Jr.,
President

85 261 591

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100
100
100

UNOFFICIAL COPY

1 4 5 1 9 5 2 6 1 5 9 1 - 5 - 8

165 197 58

BY: Donovan M. Hamm, Jr. President
(SEAL)

Secretary
ATTEST:

BY: DWT VENTURE, INCORPORATED,
General Partner
SIX ANCHORS LIMITED PARTNER-
SHIP, a Maryland limited
partnership

IN WITNESS WHEREOF, the Grantor has executed and delivered, and Grantee has agreed to and accepted, this Right of First Refusal on the date first above written.

15. This grant may be recorded among the appropriate Land Records of the state where the Property is located, provided that the Grantee shall bear all costs associated therewith.

14. Time is of the essence hereof.
13. Each party hereto agrees to give such further assurance hereof as the other party hereto may from time to time request.

copy of any such notice, similarly mailed, shall be sent to: Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Donald J. Galen.

DFR/10-28-85
0964R
Orland

8. 5 2 6 1 5 9 1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFP/10-28-85
0964R
Orland

ATTEST:

CPS REALTY PARTNERSHIP

By: Carson Pirie Scott & Company, Managing Partner

[Signature]
R. Scott, Secretary

by: [Signature] (SEAL)
vice, President

ATTEST:

CARSON PIRIE SCOTT & COMPANY

By: [Signature] (SEAL)
vice, President

[Signature]
R. Scott, Secretary

STATE OF ILLINOIS: COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this _____ day of October, 1985, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of CHICAGO TITLE & TRUST COMPANY, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

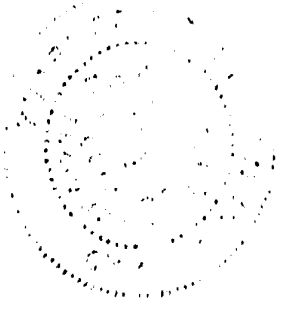
My commission expires on _____.

STATE OF ILLINOIS: COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1985, before me, a Notary Public for the state and county aforesaid, personally appeared DONAVAN HAMM, JR., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of DWT VENTURE, INCORPORATED, a corporation

85 261 591

UNOFFICIAL COPY



Property of Cook County Clerk's Office

11
11
11

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

DFF/10-28-85
0964R
Orland

organized and existing under the law of Maryland, general partner of SIX ANCHORS LIMITED PARTNERSHIP, a Maryland limited partnership, and that he has been duly authorized to execute, and has executed, the foregoing instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Marilyn C. Kutzen
Notary Public

My commission expires on March 14, 1987.

STATE OF ILLINOIS: COUNTY OF _____ : TO WIT:

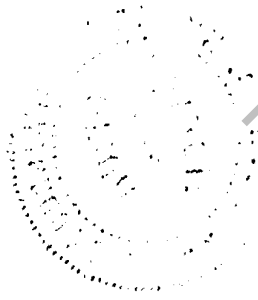
I HEREBY CERTIFY that on this 30th day of October, 1985, before me, a Notary Public for the state and county aforesaid, personally appeared Charles J. Kivell, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of CARSON PIRIE SCOTT & COMPANY, a corporation organized and existing under the law of Illinois, the general partner of CPS REALTY PARTNERSHIP, an Illinois general partnership, and that he has been duly authorized to execute, and has executed, the foregoing instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

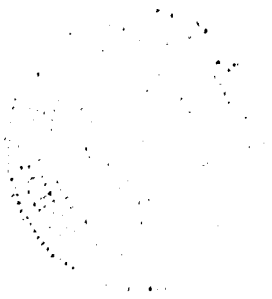
Marilyn C. Kutzen
Notary Public

My commission expires on March 14, 1987.

UNOFFICIAL COPY



Property of Cook County Clerk's Office



11-18-23

UNOFFICIAL COPY

8 5 2 6 1 3 9 1

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that Glenn E. Skinner, Jr., who is Asst. Vice President of Chicago Title and Trust Company, and Rhonda Tureck, who is Asst. Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, respectively, and personally known to be such Asst. Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts as such Asst. Vice President and Asst. Secretary, as aforesaid, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 1985.

Robert A. Devell
Notary Public

My Commission Expires
10/13/86

COOK County Clerk's Office

85 261 591

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02 11 2009

PARCEL 1:

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1274.60 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS EAST 104.00 FEET ALONG THE WEST LINE OF SAID SOUTH 1/2; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 50.40 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 08 SECONDS EAST 40.93 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 231.61 FEET; THENCE SOUTH 83 DEGREES 35 MINUTES 28 SECONDS EAST 156.17 FEET; THENCE DUE EAST 512.84 FEET; THENCE SOUTH 30 DEGREES WEST 31.75 FEET; THENCE DUE EAST 65.60 FEET; THENCE SOUTH 79 DEGREES 42 MINUTES 36 SECONDS EAST 64.98 FEET; THENCE NORTH 45 DEGREES EAST 25.15 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 08 SECONDS EAST 80.59 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 08 SECONDS EAST 56.63 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 25 SECONDS EAST 248.71 FEET; THENCE SOUTH 44 DEGREES 57 MINUTES 32 SECONDS WEST 55.89 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES 17 SECONDS EAST 30.09 FEET; THENCE SOUTH 45 DEGREES WEST 231.20 FEET; THENCE DUE SOUTH 675.24 FEET; THENCE SOUTH 26 DEGREES 32 MINUTES 43 SECONDS WEST 45.50 FEET TO A POINT ON CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1536.30 FEET; AN ARC DISTANCE OF 320.54 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 38 SECONDS WEST TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1414.59 FEET, AN ARC DISTANCE OF 296.29 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 30 MINUTES WEST TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1949.66 FEET, AN ARC DISTANCE OF 576.12 FEET AND A CHORD BEARING OF NORTH 31 DEGREES 02 MINUTES 04 SECONDS WEST TO A POINT; THENCE SOUTH 67 DEGREES 25 MINUTES 52 SECONDS WEST 12.50 FEET TO A POINT ON CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 35.29 FEET AND A CHORD BEARING OF NORTH 56 DEGREES 16 MINUTES 12 SECONDS WEST TO A POINT OF TANGENT; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST 285.74 FEET; THENCE SOUTH 78 DEGREES 01 MINUTES 15 SECONDS WEST 40.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST 50.83 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, EGRESS, INGRESS, PARK UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AND APPURTENANCE TO PARCEL 1 ABOVE, TOGETHER WITH ALL THE RIGHTS, POWERS, PRIVILEGES AND BENEFITS ACCRUING TO THE OWNER OF SAID PARCEL 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, AS CREATED, DEFINED AND LIMITED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED AUGUST 10, AS DOCUMENT NUMBER 23591873, EXECUTED BY AND BETWEEN ORLAND PARK VENTURE, A JOINT VENTURE, MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, SEARS, ROEBUCK AND COMPANY., A NEW YORK CORPORATION AND J. C. PENNY PROPERTIES, INC., A DELAWARE CORPORATION AS AMENDED BY DOCUMENT NUMBER 24240428 DATED SEPTEMBER 15, 1977 AND RECORDED DECEMBER 16, 1977 EXECUTED BY URBAN INVESTMENT AND DEVELOPMENT COMPANY, A DELAWARE CORPORATION, SUCCESSOR IN INTEREST TO ORLAND PARK VENTURE, MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, SEARS, ROEBUCK AND COMPANY., A NEW YORK CORPORATION, J. C. PENNY PROPERTIES, INC., A DELAWARE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

CORPORATION AND CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION,
IN, ON, OVER, UPON AND UNDER THE TRACT OF LAND DESCRIBED IN THE
EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED
AUGUST 10, 1976 AS DOCUMENT NUMBER 23591873 (EXCEPT THOSE PORTIONS
OCCUPIED OR TO BE OCCUPIED BY BUILDINGS AND STRUCTURES), IN COOK
COUNTY, ILLINOIS

PERMANENT INDEX #27-10-300-012-0000 *MC*

Address:
151st Street Orland Park, Illinois

Property of Cook County Clerk's Office

85 261 591

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12 15 03

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

Property of Cook County Clerk's Office

EXHIBIT B

This Agreement.

~~Note dated the date hereof in the principal sum of \$68,000,000 given by Chicago Title and Trust Company, as trustee, Lake County Trust Company, as trustee and Beneficiary to Lender~~

Mortgage (Lincoln Mall) dated the date hereof in the principal sum of \$68,000,000 given by Chicago Title and Trust Company, as trustee, and Beneficiary to Lender covering the fee estate in certain premises located in Matteson, Illinois.

~~Mortgage (North Riverside) dated the date hereof in the principal sum of \$68,000,000 given by Chicago Title and Trust Company, as trustee, and Beneficiary to Lender covering the fee estate in certain premises located in North Riverside, Illinois.~~

Mortgage (Orland Park) dated the date hereof in the principal sum of \$68,000,000 given by Chicago Title and Trust Company, as trustee, and Beneficiary to Lender covering the fee estate in certain premises located in Orland Park, Illinois.

~~Mortgage (Southlake Mall) dated the date hereof in the principal sum of \$68,000,000 given by Lake County Trust Company, as trustee and Beneficiary to Lender covering the fee estate in certain premises located in Merrillville, Indiana~~

Mortgage (Stratford Square) dated the date hereof in the principal sum of \$68,000,000 given by Chicago Title and Trust Company, as

85 261 591

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 6 1 5 9 1

~~trustee and Beneficiary to Lender covering the
fee estate in certain premises located in
Bloomington, Illinois.~~

~~Mortgage (Yorktown) dated the date hereof in
the principal sum of \$68,000,000 given by
Chicago Title and Trust Company, as trustee
and Beneficiary to Lender covering the fee
estate in certain premises located in Lombard,
Illinois.~~

All other documents and instruments of any
nature whatsoever executed and delivered in
connection with the Loan or otherwise relating
thereto.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02 15 20