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Upon Recording Please Return To:

Randy R. Jurgensmeyer
Jenkins & Gilchrist
3200 Allied Bank Tower
1445 Ross Avenue
Dallas, Texas 75202-2711

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FIRST MODIFICATION OF NOTE, MORTGAGE, LOAN AGREEMENT AND OTHER SECURITY DOCUMENTS

THE STATE OF ILLINOIS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COOK §

THIS FIRST MODIFICATION OF NOTE, MORTGAGE, LOAN AGREEMENT AND OTHER SECURITY DOCUMENTS (the "Modification"), executed to be effective as of the 30th day of November, 1987, by and between PEOPLES HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, whose address is 1129 S.W. Wanamaker Road, P.O. Box 4600, Topeka, Kansas 66604, Attention: John T. Bauer, Jr. ("Mortgagee"), and INTER URBAN (SCHAUMBURG I) COMPANY, a Texas general partnership, whose address is Two Galleria Town, Suite 1700, 13455 Noel Road, Dallas, Texas 75240 ("Mortgagor");

R E C I T A L S :

A. Mortgagee is the current owner and holder of that certain Promissory Note (as renewed, modified, extended, increased or amended from time to time, the "Note") dated December 4, 1985, in the stated principal amount of \$13,301,817, executed by Mortgagor and payable to the order of Peoples Financial Mortgage Corporation, a Texas corporation ("Peoples Financial").

B. The Note is secured in part by that certain Mortgage and Security Agreement (as renewed, modified, extended or amended from time to time, the "Mortgage") dated December 4, 1985, executed and delivered by Mortgagor to Mortgagee, covering that certain tract(s) or parcel(s) of land situated in Cook County, Illinois more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, and any improvements and other personal property thereon situated (such real and personal property is hereinafter collectively called the "Property"), said Mortgage being recorded as document number 3483717 of the official real property records of Cook County, Illinois. The Note is additionally secured by the other Security Documents (as defined in the Mortgage).

C. The proceeds of the loan (the "Construction Loan") evidenced by the Note have been and are being disbursed pursuant to that certain Loan Agreement (as renewed, modified, extended or amended from time to time, the "Loan Agreement") dated December 4, 1985, executed by and between Mortgagor and Peoples Financial.

D. The Note, the Mortgage, the Loan Agreement and the other Security Documents have been assigned to Mortgagee by that certain Assignment of Note and Lien and Assumption Agreement dated December 4, 1985, executed by and between Peoples Financial and Mortgagor, and recorded as instrument number 3483720 of the official real property records of Cook County, Illinois.

E. The Note and the Loan Agreement provide Mortgagor the opportunity to convert the Construction Loan to a permanent loan upon the satisfaction of certain conditions specified in the Note

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and Article VII of the Loan Agreement (such conditions are hereinafter collectively called the "Permanent Conversion Conditions"). Mortgagor has requested that Mortgagee extend the time period for satisfying the Permanent Conversion Conditions, and Mortgagor and Mortgagee desire to modify the Note, the Mortgage, the Loan Agreement and the other Security Documents to reflect such extension and other modifications.

A G R E E M E N T S:

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged and confessed by Mortgagor and Mortgagee, the parties hereto hereby agree as follows:

1. Subparagraph 1(a) of the Note is deleted in its entirety and a new subparagraph is substituted in lieu thereof to read as follows:

"(a) Accrued and unpaid interest only, computed as hereinafter set forth, shall be due and payable monthly on the first date of each month commencing January 1, 1986, and continuing through and including December 1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions hereinafter specified to the Permanent Phase Date). The principal of and all remaining accrued and unpaid interest upon this Note are due and payable on December 1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions hereinafter specified to the Permanent Phase Date), provided that in the event the Permanent Phase Date defined in paragraph 1(b) hereof occurs on or before December 1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions hereinafter specified to the Permanent Phase Date), then the accrued interest upon this Note shall be due and payable monthly on the first day of each successive calendar month commencing on the first day of the month following the Permanent Phase Date, and continuing thereafter through and including December 1, 1989."

2. Subparagraph 1(b) of the Note is deleted in its entirety and a new subparagraph is substituted in lieu thereof to read as follows:

"(b) For purposes of this paragraph 1, the term 'Permanent Phase Date' shall mean that date, not later than December 1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions hereinafter specified to the Permanent Phase Date), on which (x) all of the requirements and conditions set forth in that certain Commitment between Maker and Payee relating to this Note, and that certain Loan Agreement (the "Loan Agreement") of even date herewith between Maker and Payee have been fully satisfied and (y) Maker has given written notice thereof to the holder hereof setting forth in such notice that the Permanent Phase Date has occurred on the date of the notice. In the absence of Maker giving written notice that the Permanent Phase Date has occurred as set forth in the immediately preceding sentence, and provided that all of the aforesaid requirements and conditions have been fully satisfied, then the Permanent Phase Date shall be December

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1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions to the Permanent Phase Date). If all of the aforesaid requirements and conditions have not been satisfied on or before December 1, 1988 (or June 1, 1989, if Maker exercises its option hereinafter provided to extend the time period for satisfying the requirements and conditions herein specified to the Permanent Phase Date), then the entire unpaid balance of principal of, and accrued interest upon, this Note shall immediately be due and payable thereafter on demand. Payee reserves the right to waive any of the aforesaid requirements and conditions, but any such waiver shall not be effective unless expressed in writing by Payee. Maker shall have one (1) option to extend for an additional six (6) months the time period for satisfying the requirements and conditions to the Permanent Phase Date, provided each of the following conditions are satisfied:

(1) Maker deliver to the holder hereof not later than November 1, 1988, a written notice containing Maker's election to so extend the time period for satisfying the requirements and conditions to the Permanent Phase Date.

(2) No uncured default (or event which with the giving of notice, the passage of time, or both, would constitute a default) exists under this Note or any documents securing payment of this Note.

(3) Maker executes and delivers such instruments as the holder hereof reasonably requires to evidence such extension."

3. Section 7.01 of the Loan Agreement is deleted in its entirety and a new Section is substituted in lieu thereof to read as follows:

"7.01 Permanent Loan. Borrower agrees that all unpaid principal and accrued interest on the Note shall be due and payable on demand at any time on or after December 1, 1988 (or June 1, 1989, if Borrower exercises its option provided in the Note to extend the time period for satisfying the requirements and conditions set forth herein and in the Commitment), unless Borrower shall have fulfilled, to the satisfaction of Lender, all requirements or conditions set forth herein and in the Commitment, including without limitation, the following:

(a) No Event of Default shall have occurred and be continuing.

(b) Borrower shall have satisfactorily completed construction of the Improvements as required by this Loan Agreement. Such construction is to be done in a good and workmanlike manner and in accordance with the requirements of this Loan Agreement. The Improvements shall not be deemed to be satisfactorily completed until such time as the Inspecting Architects/Engineers have inspected the Improvements and have certified completion in substantial accordance with the Plans as required by this Loan Agreement.

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(c) Borrower, at Borrower's expense, shall deliver evidence satisfactory to Lender that all utilities including, without limitation, water, sewer and electricity shall be connected and operational, the Improvements shall be ready for occupancy, and the Borrower shall obtain from all appropriate Governmental Authorities a certificate permitting occupancy of the project.

(d) Borrower, at Borrower's expense, shall deliver to Lender and receive written approval by Lender of a certified copy of the Plat as recorded and as accepted by all applicable Governmental Authorities, and evidence satisfactory to Lender that the Improvements and their use comply fully with all applicable zoning, building and all other governmental laws, rules, regulations and requirements.

(e) Lender shall have received policies of insurance meeting the requirements of Section 7.02 hereof.

(f) Borrower, at Borrower's expense, shall deliver to, and receive written approval by Lender of, an update of the Appraisal of the Property, including completed Improvements. If such Appraisal update shows an appraised value of less than the value specified in Section 1.04 hereof and if all other conditions set forth in this Article VII have been satisfied, then Lender shall fund the Permanent Loan in an amount which is equal to the lesser of (i) eighty percent (80%) of the appraised value shown in the Appraisal update, or (ii) \$13,301,817.00. If the amount of the Permanent Loan funded pursuant to the preceding sentence is less than the then outstanding balance of the Loan, Borrower shall pay Lender the difference at the time the Permanent Loan is funded.

(g) Borrower shall have delivered to Lender, at Borrower's expense, a current as-built Survey of the completed Improvements, showing the exact location of the Improvements and such additional details as Lender may reasonably require. Any encroachments or other site problems must be approved in writing by Lender.

(h) Borrower, at Borrower's expense, shall furnish Lender with a certificate from the Architect or, at Borrower's option, a recognized company or agency knowledgeable in the field to the effect that the Improvements, as completed, are in compliance with all agreements and architectural restrictions applicable to the Property.

(i) Borrower shall obtain and deliver to Lender a certificate from the Architect that the Improvements have been completed in substantial accordance with the Plans as required by this Loan Agreement.

(j) Borrower shall deliver evidence satisfactory to Lender of the full and final payment (or provision for payment satisfactory to Lender in its sole discretion) of all bills for labor and materials in connection with the construction of the Improvements. Lender hereby agrees that a Title Insurance endorsement evidencing clean title to the Property vested in Borrower without exceptions for any materialmen or mechanics lien will satisfy the requirements of this Section 7.01(j).

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(k) Borrower, at Borrower's expense, shall provide an ALTA Comprehensive I endorsement to the Title Insurance showing no new exceptions to title unless approved by Lender and any other endorsements Lender may reasonably require, provided Lender advises Borrower in writing of such requested other endorsements no later than twenty (20) days after Lender's receipt of notice given by Borrower under Section 7.01(m) of this Loan Agreement.

(l) Borrower shall deliver to Lender an additional fee in the amount one-half of one percent (1/2%) of the original principal amount of the Note.

(m) Borrower shall deliver to Lender on or before two (2) months prior to the Permanent Phase Date (as defined in the Note) written notice of Borrower's election to convert the construction phase of the Loan to the permanent phase."

4. Mortgagor hereby warrants and represents to Mortgagee that:

(a) Mortgagor is duly formed and validly existing under the laws of the State of Texas;

(b) The execution and delivery of this Modification is within the powers of Mortgagor, has been duly authorized by all requisite action and is not in contravention of law or the powers of Mortgagor set forth in its partnership agreement and other governing documents;

(c) This Modification has been duly executed and delivered by Mortgagor;

(d) The Note, the Mortgage, the Loan Agreement, the other Security Documents and this Modification are each a valid and binding obligation and agreement of Mortgagor and are each enforceable against Mortgagor in accordance with their respective terms;

(e) No approval or consent from any governmental authority is required in connection with the execution by Mortgagor of this Modification;

(f) The execution of this Modification by Mortgagor or the performance of the obligations of Mortgagor under the Note, the Mortgage, the Loan Agreement and the other Security Documents, each as modified by this Modification, do not, and will not, violate, conflict with, result in the breach of, or constitute a default under any applicable constitutional, legislative, judicial or administrative provisions, statutes, regulations, decisions, rulings or other laws known to Mortgagor, or any instrument or agreement to which Mortgagor or any of its partners is a party, or result in the creation or imposition of any lien, charge or encumbrance upon the assets of Mortgagor, or any of its partners other than the Property, pursuant to the terms of any instrument or agreement to which Mortgagor or any of its general partners is a party;

(g) Mortgagor is not insolvent at the time of the execution of this Modification and, to the knowledge of Mortgagor, it will not be rendered insolvent by executing and delivering this Modification and carrying out the obligations imposed upon it under the terms of the Note, the Mortgage, the Loan Agreement and the other Security Documents, each as modified by this Modification; and

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ADDITION

(h) Mortgagor has no claim or cause of action against Peoples Financial or Mortgagee which it can assert as a defense or counterclaim, and by way of off set, to the enforcement by Mortgagee of its rights under the Note, the Mortgage, the Loan Agreement and the other Security Documents, each as modified by this Modification.

5. Simultaneously with the execution of this Modification, Mortgagor shall deliver to Mortgagee evidence satisfactory to Mortgagee that (i) Mortgagor is validly existing under the laws of the State of Texas, and (ii) the execution and delivery of this Modification has been duly authorized.

6. At its sole expense, Mortgagor shall cause Safeco Title Insurance Company (the "Title Company") to issue to Mortgagee promptly following the full execution of this Modification an endorsement to Mortgagee Policy of Title Insurance No. 85-04479(A)(L) issued December 13, 1985, by the Title Company to Peoples Financial and its successors and/or assignees in the amount of \$14,801,817.00, which endorsement will assure Mortgagee that the title insurance coverage afforded by the aforesaid policy will remain unimpaired, notwithstanding the execution of this Modification. Any failure on the part of Mortgagor in performing the foregoing obligation within a period of thirty (30) days after the date of the full execution of this Modification shall constitute an event of default under the terms of the Mortgage and shall entitle Mortgagee to exercise any remedy accorded to it under the terms of the Mortgage, the Note, the Loan Agreement, the other Security Documents or at law or in equity (including, without limitation, the acceleration of the maturity of the indebtedness evidenced by the Note) immediately upon the occurrence thereof and without the delivery of any notice to Mortgagor or others including, without limitation, any notice of acceleration of the maturity of said indebtedness), notwithstanding any provision of the Note, the Mortgage, the Loan Agreement or the other Security Documents apparently to the contrary.

7. Within five (5) business days of the execution of this Modification, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred by Mortgagor in connection with the preparation, negotiation and execution of this Modification and all the instruments associated with the extension of the maturity of the indebtedness, the payment of which is intended to be secured by the Mortgage. Any failure on the part of Mortgagor in timely making any such reimbursement shall constitute an event of default under the terms of the Mortgage, as modified hereby, and shall entitle Mortgagee to exercise any remedy accorded to it under the terms of the instruments evidencing, securing the payment of, or relating to, the indebtedness evidenced by the Note or at law or in equity upon the expiration of any applicable grace period therein set forth, notwithstanding any provision of said documents apparently to the contrary.

8. At its sole expense, Mortgagor shall cause its attorney to issue to Mortgagee a legal opinion dated of even date herewith describing this Modification and the other documents executed in connection with this Modification (collectively, the "Modification Documents") and favorably opining on the following matters:

a. The organization, existence and good standing of Mortgagor, each general partner thereof, any other party executing any Modification Documents and each general partner thereof;

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b. The authority of Mortgagor, each general partner thereof, any other party executing any Modification Documents and each general partner thereof, to consummate the Modification;

c. The due and proper execution of all Modification Documents;

d. The validity, binding effect and enforceability of the Note, the Mortgage, the Loan Agreement, the other Security Documents and all Modification Documents (specifying that they are not subject to defenses of or claims based upon usury or lack of capacity);

e. The availability of exemptions from usury laws;

f. The nonexistence of any litigation involving Mortgagor, any general partner thereof, any other party executing any Modification Documents and each general partner thereof, or the Property; and

g. The nonexistence of any conflict or breach of any mortgage, deed of trust, agreement, covenant, restriction, law, rule, regulation, judgment or decree affecting or binding Mortgagor, any general partner thereof, any other party executing any Modification Documents and each general partner thereof, on account of the execution, delivery or performance of the Modification Documents.

Any failure on the part of Mortgagor in performing the foregoing obligation within a period of three (3) days after the date of the full execution of this Modification shall constitute an event of default under the terms of the Note and the Mortgage and shall entitle Mortgagee to exercise any remedy accorded to it under the terms of the Mortgage, the Note or at law or in equity (including, without limitation, the acceleration of the maturity of the indebtedness evidenced by the Note) immediately upon the occurrence thereof and without the delivery of any notice to Mortgagor or others including, without limitation, any notice of acceleration of the maturity of said indebtedness), notwithstanding any provision of the Note, the Mortgage, the Loan Agreement or the other Security Documents apparently to the contrary.

9. By its execution hereof, Mortgagor, with the intention of binding its respective executors, administrators, agents, representatives, heirs, successors and assigns, hereby expressly releases, acquits and discharges Peoples Financial, Mortgagee and their respective officers, directors, representatives, shareholders, subsidiaries, affiliates, venturers, partners, successors and/or their assigns from all claims, demands and actions of whatever nature, whether known or unknown, which Mortgagor and its affiliates may have or claim to have against Mortgagee or any other party arising out of or in connection with the loan evidenced by the Note. This release is being granted as a condition to and in consideration of the execution of this Modification by and between Mortgagor and Mortgagee, and it is not and should not be construed as an admission of liability by any parties hereto.

10. This Modification shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

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11. Mortgagee's extension of the time period for satisfying the Permanent Conversion Conditions is not and shall not be deemed to be a waiver of any of the Permanent Conversion Conditions.

12. The Note is hereby amended so that all references therein to the term "Mortgage" shall mean the Mortgage, and all references therein to the term "Loan Agreement" shall mean the Loan Agreement, each as modified in this Modification.

13. The Mortgage is hereby amended so that all references therein to the term "Note" shall mean the Note, all references therein to the term "Loan Agreement" shall mean the Loan Agreement, and all references therein to the term "Security Documents" shall mean the Security Documents, each as modified in this Modification.

14. The Loan Agreement is hereby amended so that all references therein to the term "Note" shall mean the Note, and all references to the term "Mortgage" shall mean the Mortgage, each as modified in this Modification.

15. The Security Documents are hereby amended so that all references therein to the "Note" shall mean the Note, all references therein to the "Mortgage" shall mean the Mortgage, and all references therein to the "Loan Agreement" shall mean the Loan Agreement, each as modified in this Modification.

16. Except as herein provided, all the terms, powers, provisions and obligations contained in the Note, the Mortgage, the Loan Agreement and the other Security Documents shall remain unimpaired and in full force and effect, and are hereby ratified and confirmed. Nothing contained herein shall in any manner affect the priority of the liens of the Mortgage and the other Security Documents with respect to the property covered by the Mortgage and the other Security Documents on the date of their execution.

IN WITNESS WHEREOF, this First Modification of Note, Mortgage, Loan Agreement and Other Security Documents has been executed to be effective as of the date and year first above written.

BENEFICIARY:

PEOPLES HERITAGE FEDERAL SAVINGS
AND LOAN ASSOCIATION, a federal
savings and loan association

By: 

John T. Bauers Jr.
Senior Vice President

GRANTOR:

INTER URBAN (SCHAUMBURG I) COMPANY,
a Texas general partnership

By: 

Kim A. Wise, General Partner

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THE STATE OF Kansas §
COUNTY OF Shawnee §

The foregoing instrument is acknowledged before me on this 26th day of December, 1987, by John T. Bauer, Jr., Senior Vice President of PEOPLES HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, on behalf of said association.



Deborah K. Madden
Notary Public in and for the State of Kansas

My Commission Expires: 4-11-90

Deborah K. Madden
Printed Name of Notary

THE STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument is acknowledged before me on this 26th day of December, 1987, by Kim A. Wise, the General Partner of INTER URBAN (SCHAUMBURG I) COMPANY, a Texas general partnership, on behalf of said general partnership.

[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 2-23-89

RICHARD C. RUSCHMAN
Printed Name of Notary

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EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE NORTH ON AN ASSUMED AZIMUTH OF $00^{\circ}00'00''$ ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1075.55 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 50.00 FEET TO THE WEST LINE OF ROSELLE ROAD PER DEED THEREOF REGISTERED JUNE 9, 1978 AS DOCUMENT NUMBER 3023085; THENCE ON AN AZIMUTH OF $00^{\circ}00'00''$ ALONG THE AFOREMENTIONED WEST LINE OF ROSELLE ROAD, 407.28 FEET; THENCE CONTINUING ON AN AZIMUTH OF $00^{\circ}00'00''$ NORTH ALONG THE AFOREMENTIONED WEST LINE OF ROSELLE ROAD, 477.70 FEET TO THE NORTH LINE OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE ON AN AZIMUTH OF $256^{\circ}19'44''$ ALONG SAID NORTH LINE OF THE SOUTH 60 ACRES, 1274.58 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE ON AN AZIMUTH OF $179^{\circ}54'52''$ ALONG SAID WEST LINE, 623.41 FEET TO A POINT 1340.79 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID, FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF $179^{\circ}54'52''$ ALONG SAID WEST LINE, 55.79 FEET; THENCE ON AN AZIMUTH OF $259^{\circ}54'52''$, A DISTANCE OF 300.00 FEET; THENCE ON AN AZIMUTH OF $179^{\circ}54'52''$, A DISTANCE OF 498.00 FEET; THENCE ON AN AZIMUTH OF $93^{\circ}32'18''$, A DISTANCE OF 300.60 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 WHICH IS 768.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE ON AN AZIMUTH OF $179^{\circ}54'52''$ ALONG SAID WEST LINE, 330.70 FEET TO THE SOUTHWEST CORNER OF LOT 7 IN WITHAEGER'S RESUBDIVISION OF LOT 3 AS SHOWN ON PLAT THEREOF REGISTERED DECEMBER 17, 1967 AS DOCUMENT 2165654; THENCE ON AN AZIMUTH OF $86^{\circ}20'17''$ ALONG THE SOUTH LINE OF SAID LOT 7 AND THE EXTENSION THEREOF, 534.31 FEET TO THE CENTERLINE OF WITHAEGER DRIVE AS VACATED BY ORDINANCE 2370 RECORDED SEPTEMBER 9, 1984 AS DOCUMENT 27261756; THENCE ON AN AZIMUTH OF $00^{\circ}00'11''$ ALONG SAID CENTERLINE, 300.07 FEET TO THE NORTH LINE OF WITHAEGER'S RESUBDIVISION AFORESAID; THENCE ON AN AZIMUTH OF $26^{\circ}20'00''$ ALONG SAID NORTH LINE, 372.98 FEET TO THE NORTHEAST CORNER OF LOT 2 IN THE AFOREMENTIONED WITHAEGER'S RESUBDIVISION; THENCE ON AN AZIMUTH OF $00^{\circ}00'00''$ ALONG THE WEST LINE OF LOT 1 IN THE AFOREMENTIONED WITHAEGER'S RESUBDIVISION, 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF $256^{\circ}19'44''$ ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 91.10 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 250 FEET AND A CHORD OF LENGTH 167.90 FEET ON AN AZIMUTH OF $19^{\circ}37'17''$, 171.23 FEET TO A POINT OF TANGENCY WITH A LINE 458.76 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TANGENT TO THE LAST DESCRIBED CURVE, 269.89 FEET; THENCE ON AN AZIMUTH OF $270^{\circ}00'00''$, A DISTANCE OF 234.74 FEET; THENCE ON AN AZIMUTH OF $180^{\circ}00'00''$, A DISTANCE OF 35.00 FEET; THENCE ON AN AZIMUTH OF $270^{\circ}00'00''$, A DISTANCE OF 213.00 FEET; THENCE ON AN AZIMUTH OF $000^{\circ}00'00''$, A DISTANCE OF 16.50 FEET; THENCE ON AN AZIMUTH OF $270^{\circ}00'00''$, A DISTANCE OF 129.00 FEET; THENCE ON AN AZIMUTH OF $197^{\circ}00'00''$, A DISTANCE OF 7.82 FEET; THENCE ON AN AZIMUTH OF $287^{\circ}00'00''$, A DISTANCE OF 158.98 FEET; THENCE ON AN AZIMUTH OF $259^{\circ}54'52''$, A DISTANCE OF 131.55 FEET TO THE POINT OF BEGINNING.

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