589 re:23674.734.02.GM LINCOLNWOOD ASSOCIATES to CHEMICAL BANK AMEXEMENT OF MORTGAGE NOTE, MORTGAGE, PUTLDING LOAN AGREEMENT AND JIHER LOAN DOCUMENTS (Fee) Dated: As of August 9, 1989 Location: Cook County Lincolnwood Illinois DEPT-01 RECORDING \$29.00 RECORD AND RETURN TO: T\$2222 TRAN 8749 08/28/89 14:51:00 Battle Fowler ₱183 ‡ B ×-89-401967 280 Park Avenue New York, New York 10017 COM COUNTY RECORDER Attention: Dean A. Stiffle, Esq. This Amendment of Mortgage was prepared by: 89:01367 Dean A. Stiffle, Esq. Battle Fowler 280 Park Avenue New York, New York 10017 Bir 15 RABL

18 19 20	RE: 23674.734.02.GM
20 22 23 24 27 27	AMENDMENT OF MORTGAGE NOTE, MORTGAGE, BUILDING LOAN AGREEMENT AND OTHER LOAN DOCUMENTS
28	THIS AMENDMENT made as of the 9th day of August, 1989, between
29	LINCOLNWOOD ASSOCIATES, an Illinois general partnership having an office c/o
30	Melvin Simon & Ascociates, Inc., Merchants Plaza - 15 South, Indianapolis,
31	Indiana (hereinafter referred to as Borrower), and CHEMICAL BANK, a New York
32	banking corporation having an office at 277 Park Avenue, New York, New York
33	<pre>(hereinafter referred to as Lender);</pre>
34 36	WITNESSETH:
39	WHEREAS Lender has previously made a construction loan in the prin
40	cipal sum of up to \$71,750,000 (hereinafter caferred to as the Loan) to Bor-
41	rower, which Loan (i) is evidenced by a certain wortgage Note dated as of
42	September 21, 1988, in the principal sum of \$71,750,000 given by Borrower to
43	Lender (hereinafter referred to as the Note), (ii) is secured by a certain
44	Mortgage dated as of September 21, 1988, in the principal sum of \$71,750,000
45	given by Borrower to Lender and recorded on September 26, 1988 in the Office
46	of the Recorder of Deeds of Cook County, Illinois as Document No. 88440937
47	(hereinafter referred to as the Mortgage), covering the fee estate of Bor-
48	rower in certain premises located in Cook County, Illinois and more
49	particluarly described therein and in Exhibit A attached hereto (hereinafter
50	referred to as the Premises), and (iii) is being advanced pursuant to the
51	terms and provisions of a certain Building Loan Agreement dated as of
52	September 21, 1988 between Borrower and Lender (hereinafter referred to as
53	the Loan Agreement);

55	WHEREAS in connection with the Loan, Melvin Simon & Associates,
56	Inc., and Joseph S. Beale (Melvin Simon & Associates, Inc. and Joseph S.
57	Beale are hereinafter collectively referred to as the Guarantors) executed
58	and delivered to Lender a certain Partial Guaranty of Payment dated as of
59	September 21, 1988 (hereinafter referred to as the Guaranty) pursuant to the
60	provisions of which the Guarantors guaranteed the repayment of a portion of
61	the Loan.
63	WHEREAS Lender has agreed at the request of Borrower to increase
64	the principal emount of the Loan from \$71,750,000 to \$78,450,000, effective
65	as of August 29, 1989;
67	WHEREAS Lender is willing to increase the Loan from \$71,750,000 to
68	\$78,450,000 only if (i) Porrower shall cause the Guarantors to modify and
69	amend the Guaranty by execution and delivery of the Amended Guaranty therein-
70	after defined) and (ii) Borrower shall agree to modify and amend the Note,
71	the Mortgage, the Loan Agreement and the other documents and instruments exe-
72	cuted and delivered in connection with the coan (hereinafter referred to as
73	the Other Loan Documents) in the manner hereinalter set forth;
75	NOW, THEREFORE, to induce Lender to increase the Loan from
76	$\underline{\$}71,750,000$ to $\$78,450,000$ and other good and valuable consideration, the
77	receipt of which is hereby acknowledged, Borrower hereby covences and agrees
78	with, and represents and warrants to, Lender as follows:
80	1. Effective as of August 29, 1989, the Note, without further act
81	or instrument, shall be deemed modified and amended in the following
82	respects:

-2-

(i) The figure "\$71,750,000.00" appearing in the upper lefthand co	r-
ner on the first page of the Note is hereby modified and amended to \underline{r} ead	
"\$78,450,000.00".	

- (ii) The phrase "Seventy-One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$71,750,000.00)" appearing on the first page of the Note is hereby amended to read "Seventy-Eight Million Four Hundred Fifty Thousand and 00/100 Dollars (\$78,450,000.00)".
- (iii) The term "Mortgage" as used in the Note shall from and after the date of this unendment be deemed to refer to the Mortgage, as modified and amended pursuant to the provisions of this Amendment.
- (iv) The term "Puilding Loan Agreement" as used in the Note shall from and after the date of this Amendment be deemed to refer to the Loan Agreement, as modified and amended pursuant to the provisions of this Amendment.
- (v) The term "Loan" as used in the Note shall from and after the date of this Amendment be deemed to refer to the Loan, as increased from \$71,750,000 to \$78,450,000.
- (vi) The term "Partial Guaranty of Payment" as used in the Note shall from and after the date of this Amendment be deemed to refer to the Guaranty as modified, amended, restated, superseded and replaced in all respects by the terms and provisions of a certain Amended and Rustated Partial Guaranty of Payment of even date herewith given by the Guarantors to Lender (herein referred to as the Amended Guaranty).
- 2. Effective as of August 29, 1989, the Mortgage, without further life act or instrument, shall be deemed modified and amended in the following life respects:

(i) The phrase "Seventy-One Million Seven Hundred Fifty Thousand and
00/100 Dollars (\$71,750,000.00)" appearing on the first page of the
Mortgage is hereby modified and amended to read "Seventy-Eight Million
Four Hundred Fifty Thousand and 00/100 Dollars (\$78,450,000.00)".
$\underline{(ii)}$ The term "Note" as used in the Mortgage shall from and after the
date of this Amendment be deemed to refer to the Note, as modified and
amended pursuant to the terms and provisions of this Amendment.
(iii) The term "Building Loan Agreement" as used in the Mortgage shall
\underline{f} rom and after the date of this Amendment be deemed to refer to the Loan
Agreement, as notified and amended pursuant to the provisions of this
Amendment.
(iv) The term "Partial Guaranty of Payment" as used in the Mortgage
shall from and after the date of this Amendment be deemed to refer to
the Guaranty, as modified, amended, restated, superseded and replaced in
all respects by the terms and provisions of the Amended Guaranty.
3. Effective as of August 29, 1989, the Loan Agreement, without
further act or instrument, shall be deemed modified and amended in the fol-
lowing respects:
(i) The figure "\$71,750,000" appearing on line 34 of the second
paragraph of page 1 of the Loan Agreement is hereby amended to read
<u>"</u> \$78,450,000".
(ii) The date "January 1, 1989" appearing twice on page 14 (line 730)
in paragraph 16 of the Loan Agreement is hereby amended to read
"August 15, 1989" in both instances.
-4-

	(iii)	The da	ate "Ja	nuary	ı,	1989"	appe	earing	twice	on	page	15	(line	753)
<u>i</u> n	paragr	aph 17	of the	Loan	Agı	reement	: is	hereby	/ amend	ded	to r	ead		
<u>"</u> A1	igust 1	5, 1989	9" in b	oth i	nsta	ances.								

- (iv) From and after the date of this Amendment, the Loan Agreement shall be deemed to include the following paragraph:
 - amount of \$500,000 (the CPS Opening Reserve) shall be allocated by lender and Borrower for disbursement to CPS as an opening incentive in consideration of the postponement of the opening of the Premises and the Improvements for business. Lender shall make a one time advance of the CPS Opening Reserve to Borrower, provided that CPS opens for business simultaneously with the opening of the Mall Section and in any event no later than March 8, 1990, under an executed and delivered lease on a rent-paying basis in compliance with the requirements of paragraph 17 of this Agreement. The funds available in the CPS Opening Reserve shall not be disbursed for anything other than the opening of CPS for business unless Lender shall otherwise agree to the contrary in its sole and absolute discretion.
- (v) The figure "\$1,004,000" appearing on page 17 (line 89); in paragraph 19 of the Loan Agreement is hereby amended to read "\$1,982,060", and the figure "\$5.00" appearing on page 18 (line 905) in the same paragraph is hereby amended to read "\$10.00".
- (vi) The figure "\$3,220,000" appearing on page 19 (line 963) in paragraph 22 of the Loan Agreement is hereby amended to read "\$3,720,000".

184	$\underline{\text{(vii)}}$ The figure "\$5,000,000" appearing on page 20 (line 1020) in
185	paragraph 24 of the Loan Agreement is hereby amended to read
186	<u>"</u> \$6,600,000".
188	(viii) The figure "\$1,747,000" appearing on page 20 (line 1027) in
189	paragraph 25 of the Loan Agreement is hereby amended to read
190	<u>"</u> \$1,912,000".
192	(ix) The term "Note" as used in the Loan Agreement shall from and
193	after the date of this Amendment be deemed to refer to the Note, as
194	modified and amended pursuant to the provisions of this Amendment.
196	$\underline{(x)}$ The term "Mortgage" as used in the Loan Agreement shall from and
197	after the date of this Amendment be deemed to refer to the Mortgage, as
198	modified and amended pursuant to the provisions of this Amendment.
200	(xi) The term "Partial Gurranty of Payment" as used in the Loan
201	Agreement shall from and after the date of this Amendment be deemed to
202	\underline{r} efer to the Guaranty, as modified, amenued, restated, superseded and
203	\underline{r} eplaced in all respects by the terms and provisions of the Amended
204	Guaranty.
207	4. Effective as of August 29, 1989, Lender agrees that the Loan
208	shall, without further act or instrument, be increased from \$/1,750,000 to
209	\$78,450,000. Lender shall advance the Loan as increased from \$71,750.000 to

5. Borrower hereby acknowledges and agrees that the Loan as increased from \$71,750,000 to \$78,450,000 shall be evidenced and secured by the Note and the Mortgage, respectively, as modified and amended pursuant to

210 \$78,450,000 pursuant to the provisions of the Loan Agreement, as modified and

211 amended pursuant to the provisions of this Amendment.

the provisions of this Amendment, and shall be advanced pursuant to the provisions of the Loan Agreement, as modified and amended pursuant to the provisions of this Amendment. Borrower hereby assumes and agrees to perform all of the terms, covenants and provisions contained in the Note, the Mortgage, the Loan Agreement and the Other Loan Documents, as modified and amended pursuant to the provisions of this Amendment.

- 6. Borrower acknowledges and agrees that there are no offsets,

 224 defenses or counterclaims of any nature whatsoever with respect to (i) the

 225 Note, the Mortgage, the Loan Agreement or the Other Loan Documents, as

 226 modified and amended pursuant to the provisions of this Amendment, (ii) the

 227 Guaranty, as modified, amended, restated, superseded and replaced in all

 228 respects by the terms and provisions of the Amended Guaranty, or (iii) the

 229 payment of the indebtedness evidenced by the Note and secured by the Mort
 230 gage.
- 7. All references in the Other Loan Documents to (i) the Guaranty shall be deemed to refer to the Guaranty, as modified, amended, restated, superseded and replaced in all respects by the terms and provisions of the Amended Guaranty, and (ii) the Loan, the Note, the Mortgage and the Loan Agreement shall be deemed to refer to the Loan, as increased from \$71,750,000 to \$78,450,000 and to the Note, the Mortgage and the Loan Agreement, as modified and amended pursuant to the provisions of this Amendment.
- 8. Borrower agrees that all of the terms, covenants and condi241 tions of the Note, the Mortgage, the Loan Agreement and the Other Loan Docu242 ments, except as expressly modified and amended pursuant to the provisions of
 243 this Amendment, remain in full force and effect.

244

12

13

14

245			9.	This Am	endme	nt may	not	be	mod	lifie	d,	amend	ed	or	termin	ated,
246	except	by	an	agreement	in w	riting	sign	ed	by	the p	par	ties	her	etc	· .	

- 10. This Amendment shall be binding upon and inure to the benefits 248 249 of the parties hereto and their respective successors and assigns.
- 11. Borrower agrees that in consideration of Lender increasing the 251 252 Loan from \$71,750,000 to \$78,450,000, Borrower shall pay to Lender a commit-253 ment fee in the amount of \$33,500, which fee shall be deemed earned in full 254 by Lender and shall be paid in full by Borrower simultaneously with Bor-255 rower's execution and delivery of this Amendment.
- 12. It is expressly understood that this Amendment shall not be 258 effective until such time as the Guarantors have acknowledged their consent 259 to this Amendment by their signatures below.
- 13. This Amendment may be executed in one or more counterparts by 261 262 some or all of the parties hereto, each of which counterparts shall be an 263 original and all of which together shall constitute a single agreement. The 264 failure of any party listed below to execute this Amendment, or any counter-Tom Office 265 part hereof, shall not relieve the other signatories from their obligations 266 hereunder.

267

267

267 267

267

267

267

267 267

267

267

267 267

267

267

12

13 14

89401967

UNOFFICIAL COPY,

267	IN WITNESS WHEREOF, Borrowe	r and Lender have duly executed this
268	Amendment as of the day and year firs	t above written.
271 271 272 273 274 275 276	LI	NCOLNWOOD ASSOCIATES : Simon Lincolnwood Developers Limited Partnership, an Indiana limited partnership, and a general partner of Borrower
284 284 285 286 287	Name: Name: A. ROSENYELD Title: ASSISTANT SECRETARY	By: Simon-Lincolnwood, Inc. an Indiana corporation, and a general partner of Simon Lincolnwood Developers Limited Partnership By: Name: HABERT SIMON Title: PRESIDENT
293 293 294 295	ATTEST Name: Title: Ser.	By: Name JSSEPH S. BENLE Title: JRES,
298 299 300 301 301 302 303 304 305 306 307 308 309 310 310 310 12	ATTEST: VI 10 /) PINA A Name: JAME B. RODAE Title: SECT.	Hawthorn Lincolnwood Limited Partnership, an Illinois limited partnership and a general partner of Borrower By: J.S.B. Corp., an Illinois corporation and a general partner of Hawthorn Lincolnwood Limited Partnership By: Name: Joseph S. Bence Title: Res
14 15	-	9-

CHEMICAL BANK

Property of Cook County Clerk's Office

y: XW () (X

Title: Vie Prodest

CONSENT OF GUARANTORS The undersigned have executed this Amendment of Mortgage Note, 323 Mortgage, Building Loan Agreement and Other Loan Documents in order to sig-324 nify their consent to the execution and delivery of this Amendment of Mort-325 gage Note, Mortgage, Building Loan Agreement and Other Loan Documents by Bor-JOSEPH S 326 rower. MELVIN SIMON & ASSOCIATES, INC. Name: HERBERT SIMON TITL 1 PRESIDENT County Clark's Office

341 STATE OF INDIANA) 342 : \$5.: 343 COUNTY OF MARIENT) 345 345 I, Debork Burns, a Notary Public in and for said County, in 346 347 the State aforesaid, do hereby certify that HERBERT SIMON 348 known to me to be the PRESIDENT , of SIMON LINCOLNWO , personally , of SIMON LINCOLNWOOD, INC., an Indiana 349 corporation, duly licensed to transact business in the State of Indiana and 350 the State of Illinois, which corporation is a general partner of SIMON 351 LINCOLNWOOD DEVELOPERS LIMITED PARTNERSHIP, an Illinois limited partnership, 352 which limited partnership is a general partner of LINCOLNWOOD ASSOCIATES, an J. A. ROSENFELD , personally known to 353 Illinois general partnership, and 354 me to be the cyrant secretary of said corporation and personally known to me 355 to be the same persons whose names are subscribed to the foregoing instru-356 ment, appeared before me this day in person and severally acknowledged that 357 they signed and delivered the said instrument as PRESIDENT 358 ASSISTANT SECRETARY of said corporation, pursuant to authority given by the Board 359 of Directors of said corporation, as their free and voluntary act and as the 360 free and voluntary act and deed of said corporation, for the uses and pur-361 poses therein set forth. 362 GIVEN under my hand and Notarial Seal this 11th day of August, 363 364 <u>1</u>989. 365 365 365 367 368 369 DEBEAK, BUTTS, MALEY BUTS: Co. of Real lenger Marion 174's Office My Commission Expires June 14, 1992 370 My Commission Expires: 371 371 371 371 371 371 371 371 371 371 371 371 371 371 371 371 371 371 371

	1
373	STATE OF (UINGS)
274	
375	COUNTY OF LOOK)
377	
377	
378	I, Dedny Swamer, a Notary Public in and for said County, in
	the State aforesaid, do hereby certify that Joseph 5. Beque, personally
380	known to me to be the PRESIDENT, of J.S.B. CORP., an Illinois corpora-
	tion, duly licensed to transact business in the State of Illinois, which cor-
	poration is a general partner of LINCOLNWOOD ASSOCIATES, an Illinois general
383	partnership, and Jave B. Rodar-, personally known to me to be the
384	Semenon of said corporation and personally known to me to be the same
385	persons whose names are subscribed to the foregoing instrument, appeared
	before me this day in person and severally acknowledged that they signed and
387	delivered the said instrument as PRESIDENT and SELRETHEN of said
388	corporation, putsuant to authority given by the Board of Directors of said
	corporation, as their free and voluntary act and as the free and voluntary
390	act and deed of said corporation, for the uses and purposes therein set
	forth.
392	- Ox
393	GIVEN under my hand and Notarial Seal this List day of August,
394	1989. Notary Public
395	
395	0/2
395	To Joans Shomer
397	By O'd us Another
398	Notary Public
399	
399	\mathcal{P}_{x}
	My Commission Expires:
402	
402	OFFICIAL SEAL
402	DONNA SHOME
402	NOTARY PUBLIC STATE OF ELIPICI.
402	COMMISSION EXP. OCT. 8,1990
402	0'
402	My Commission Expires: OFFICIAL SEAL DONNA SHOMET OCHMISSION EXP. OCT. 8,1990 COMMISSION EXP. OCT. 8,1990
402	
402	
402	

	,
404	STATE OF (CL(NO(5))
405	. \$5.1
406	COUNTY OF COIK)
408	
408	
409	I, Danka Supple , a Notary Public in and for said County, in
410	the State aforesaid, do hereby certify that Justil 5 Beaute, personally
411	known to me to be the President, of J.S.B. CORP., an Illinois corpora-
412	tion, duly licensed to transact business in the State of Illinois, which cor-
413	poration is a general partner of HAWTHORN LINCOLNWOOD LIMITED PARTNERSHIP, an
	Illinois limited partnership, which limited partnership is a general partner
415	of LINCOLNYOOD ASSOCIATES, an Illinois general partnership, and
416	TANE S. RODAK-, personally known to me to be the Section of
417	said corporation and personally known to me to be the same persons whose
418	names are subscribed to the foregoing instrument, appeared before me this day
419	in person and severally acknowledged that they signed and delivered the said
420	instrument as fire oper and Secretary of said corporation, pursu-
421	ant to authority given by the Board of Directors of said corporation, as
	their free and voluntary act and as the free and voluntary act and deed of
	said corporation, for the wass and purposes therein set forth.
424	forg corboration, car on the propes that att set totall
425	GIVEN under my hald and Notarial Seal this 21s day of August,
	1989.
427	
427	4
427	
429	A CAME AND WARREN
430	1989. Noccary Public
431	MCCO.Y FUDIL
431	
	My Commission Expires: OFFICIAL SEAL DONNA SHOMER NOTARY PLEASE STATE OF ALL MOS COMMISSION EXP. OCT. 8,1990
433	VI COMMITSION EXPILES.
433	
433	GOTICIAL SEAL.
433	B DONNA SHOMER B
433	ROTARY PUBLIC STATE OF ALL PIOLS
433	COMMISSION EXP. OCT. 8,1990
433	
433	
433	
433	DONNA SHOMER S RETTARY PUBLIC STATE OF ALL PICE S COMMISSION EXP. OCT. 8,1990 S
433	C
433	

436 STATE OF NEW YORK ; SS.: 438 COUNTY OF NEW YORK I Roberta Rizzardi, a Notary Public in and for said County, in the 443 State aforesaid, do hereby certify that Stephen D. Plavin, personally known 444 to me to be the Vice President of CHEMICAL BANK, a New York banking corpora-445 tion, duly licensed to transact business in the State of Illinois and person-446 ally known to me to be the same person whose name is subscribed to the fore-447 going instrument, appeared before me this day in person and acknowledged that 448 he signed and delivered the said instrument as Vice President of said corpo-449 ration, pursuant to authority given by the Board of Directors of said corpo-450 ration, as his free and voluntary act and as the free and voluntary act and 451 deed of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 23rd day of August, 1989. 459 My Commission Expires: ROBERTA RIZZARDI Notary Public, State of New York
No. 4856323 fied son Exp. Qualified in Nassau County Common Expires May 19, 1970

454	STATE OF TNOTANA)
465	4 66 b
466	COUNTY OF MAKION)
467	COURT OF THE PROPERTY OF THE P
450	I TOWAR TRUNG, a Notary Public in and for said County in the
470	State aforesaid, do hereby certify that HERBERI SIMON personally known to me
471	I Tokak Trins, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HERBERI SIMON, personally known to me to be the PRESIDENT of MELVIN SIMON & ASSOCIATES, INC., an Indiana corpora-
472	tion, duly licensed to transact business in the State of Illinois, and per-
473	sonally 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 PRESIDENT of said cor-
476	poration, pursuant to authority given by the Board of Directors of said cor-
477	poration, is his free and voluntary act and as the free and voluntary act and
478	deed of said corporation, for the uses and purposes therein set forth.
479	
480	GIVEN under my hand and Notarial Seal this // day of August, 1989.
481	
481	
481	
483	Riebra & Burn
484	Notary Public
485	
485	4
	My Commission Expires: DEBRA K. BURNS, Natary Public
487	Co. of Resultances Maxim
487	Co. of Relation (Marion Lyrica June 14, 1992)
487	4
487	///,
487	
487 487	
487	
487	
487	/// /
487	10
487	
487	$\mathcal{O}_{\mathcal{E}_{\alpha}}$
487	The office
487	
487	
487	
487	
487	
487	
487	
487	
487	
487	
487	
487	
487	
487	

487 487 236TOT67

489	1
490	COUNTY OF COUR)
401	JIRIU QI
427	administration of the second o
492	COUNTY OF COOK
493	
493	% /
495	I DONNA SHOMER, a Notary Public in and for said County, in the
	State aforesaid, do hereby certify that Joseph S. Beale, to me known to be
	the individual described in and who executed the foregoing instrument,
	appeared before me this day in person, and acknowledged that he executed the
	<u>s</u> ame.
500	
501	JIVEN under my hand and Notarial Seal this HiTday of August, 1989.
502	
502	SIVEN under my hand and Notarial Seal this Hirday of August, 1989. Notary Public
502	Notary Public Aornes
504	A V A red and a / Matters of
505	Manager Dublin
	MOLATY PUBLIC (
506	
506	$O_{\mathcal{F}}$
507	My Commission Expires:
508	
508	
508	TO CANAL SEAL TO
508	H DUNNA SHOMER H
	NOTARY PUBLIC STATE OF ILL HOIS
508	COMMISSION EXP. OCT. 6,1990
508	
508	(),
508	4/).
508	
508	
508	
508	
508	
508	T'_
508	'(2)
508	
508	
508	
508	
508	
	CV
508	
508	
508	OVICIAL SEAL DONNA SHOMER INSTANCE STATE OF LINOR COMMISSION EXP OCT 8,1990 THE THE PROPERTY OF THE PROPERTY
508	
508	
508	
508	
508	
508	
508	
508	
508	

EXHIBIT A - LEGAL DESCRIPTION

A tract of land in the North Half of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

Commencing at the intersection of the West line of the East 660 feet of the Northeast Quarter of said Section 35 and the South line of the North half of the South Half of the Northelst Quarter of said Section 35; thence North O Degrees 03 Minutes 49 Seconds West 418.00 feet along last said West line; thence North 45 Degrees 01 Minutes 55 Seconds West 42.45 feet; thence North O Degrees 03 Minutes 49 Seconds West 100.00 feet to a place of biginning; thence South 89 Degrees 56 Minutes 11 Seconds West 230,00 feet to a point of care; thence Northwesterly on a curve convex to the Southwest having a radius of 190.00 feet, an arc distance of 142.81 feet and a chord bearing of North 72 Degrees 59 Minutes 25 Seconds West to a point of tangent; thence North 45 Degrees 55 Minutes West 68.00 feet to a point of curve; thence Northwesterly on a curve convex to the Southwest having a radius of 190.00 feet, an arc distance of 152.02 feet, and a chord bearing of North 22 Digrees 59 Minutes 42 Seconds West to a point of tangent; thence North O Degrees 04 Minutes 24 Seconds West 5 feet; thence North 44 Degrees 55 Minutes 36 Seconds East 21.21 feet; thence North 89 Degrees 55 Minutes 36 Seconds West 587.00 feet; thence due North 95.05 feet; thence due West 262.00 feet; thence due North 248.96 feet; thence North 39 Degrees 33 Minutes 48 Seconds West 99.72 feet to a point on a line (hereinafter "Line A") drawn from a point in the West line of said Northeast 1/4 which is 149.58 feet North of the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 35 to a point in the East line of said Quarter Quarter Section which is 121.2 feet South of the Northeast correct thereof; thence North 50 Degrees 26 Minutes 12 Seconds East 11.59 feet, along said Line A", to a point of curve; thence Northeasterly on a curve convex to the Southeast having a radius of 450.78 feet, an arc distance of 225.05 feet, the chord bearing North 36 Degrees 08 Migutes 06 Seconds East 222.81 feet to a point of tangent; thence North 21 Detrees 50 Minutes 01 Seconds East along a line parallel to and 450 feet Southeasterly of the Easterly line of the 100 foot wide right of way of the Chicago and North Western Ruilway, a distance of 462.10 feet; thence North 1 Degrees 39 Minutes 30 Seconds West along a line which, if continued, would intersect the North line of said Northeast 1/4 at a point 447.20 feet East of the East-line of said 100 foot wide right of way of the Chicago and North Western Railway, a distance of 46.00 feet; thence North 88 Degrees 29 Minutes 30 Seconds along a line 54.00 feet South of and parallel with the North line of said Northeast 1/4, a distance of 420.00 feet; thence North 1 Degrees 39 Minutes 30 Seconds West 14.00 feet to the South right-of-way line of Touby Avenue (being a line 40.00 feet South of and parallel with said North line of said Northeast 1/4); thence North 88 Degrees 20 Minutes 30 Seconds East 317.49 feet along last said South right-of-way line; thence South 1 Degrees 39 Minutes 30 Seconds East 15.5 feet; thence North 89 Degrees 20 Minutes 30 Seconds East 311.00 feet; thence South 45 Degrees 03 Minutes 49 Seconds East 47.46 feet to the West line of the East 660 feet of the Northeast Quarter of said Section 35; thence South O Degrees D3 Minutes 49 Seconds 1st 140.00 feet; thence South 89 Degrees 56 Minutes 11 Seconds West 13.5 feet; thence South O Degrees 03 Minutes 49 Seconds East 450.00 feet; thence North 89 Degrees 56 Minutes 11 Seconds East 13.5 feet; thence South O Degrees O3 Minutes 49 Seconds East 385.43 feet; thence South 89 Degrees

Sast |

56 Minutes 11 Seconds West 13.5 feet; thence South O Degrees 03 Minutes 49 seconds East 340.0 feet; thence South 44 Degrees 56 Minutes 11 Seconds West 23.33 feet to the place of beginning, all in Cook County, Illinois.

Volume: 130 Permanent Tax Numbers: 10-35-201-002

10-35-201-006

10-35-200-022 (Affects part of the land and other property)

10-35-200-006 10-35-200-007 10-35-200-008 10-35-200-009 10-35-200-010

10-35-200-014

200-0. TOOK COUNTY CONTROLO OFFICE 10-35-200-017

10-35-200-019