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SECOND MODIFICATION OF NOTE,  
MORTGAGE AND OTHER LOAN DOCUMENTS

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72-33-398  
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230710

THIS SECOND MODIFICATION AGREEMENT (the "Agreement") dated as of the 21<sup>st</sup> day of November, 1989, by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated May 9, 1989 and known as Trust No. 108303-05 ("Borrower"), with a mailing address of 33 North LaSalle Street, Chicago, Illinois 60602, KHS Land Partnership, an Illinois general partnership ("Beneficiary"), with a mailing address of c/o Hoffman Homes, Inc., 300 Park Boulevard, Suite 515, Itasca, Illinois 60143, Kemper Investors Life Insurance Company, an Illinois corporation ("Lender"), with a mailing address of c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603 and Charter Bank and Trust of Illinois, not personally but as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1390 ("Charter Trust 1390"), and Charter Bank and Trust of Illinois, not personally but as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1386 ("Charter Trust 1386"); Charter Trust 1386 and Charter Trust 1390 are hereinafter referred to collectively as "Purchaser"), with a mailing address of c/o Dartmoor Homes, 2500 West Higgins Road, Suite 1160, Hoffman Estates, Illinois 60195.

WITNESSETH:

WHEREAS, on or about May 22, 1989, Lender made a loan (the "Loan") to Hoffman Homes, Inc., a Delaware corporation ("Hoffman

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Homes"), the proceeds of which were reloaned to Borrower and Beneficiary, in the amount of Twenty Nine Million and no/100ths Dollars (\$29,000,000.00) of which Fourteen Million One Hundred Eighty-Five Thousand no/100ths Dollars (\$14,185,000.00) was disbursed for the purchase of certain property known as the Polk Parcel, in Schaumburg, Illinois ("Polk Parcel") and legally described in Exhibit "A" attached hereto; and

WHEREAS, to evidence the Loan, Hoffman Homes, executed a certain Promissory Note (the "Note") dated May 18, 1989 payable to the order of Lender in the principal sum of \$29,000,000.00, which Note is secured by a certain Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral ("Mortgage") dated May 18, 1989 executed by Borrower and Beneficiary in favor of Lender, which Mortgage encumbers the Polk Parcel and was recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Office") on May 22, 1989 as Document No. 89229748; and

WHEREAS, Borrower, Beneficiary, Hoffman Homes and Lender also executed a certain Loan Agreement ("Loan Agreement") dated May 18, 1989; and

WHEREAS, the proceeds of the Note were reloaned by Hoffman Homes to Borrower and Beneficiary pursuant to the provisions of the Loan Agreement, which indebtedness is evidenced by a Partnership Note in the principal amount of \$29,000,000.00 from the Borrower and Beneficiary to Hoffman Homes; and

WHEREAS, on or about September 15, 1989, Beneficiary purchased, and caused to be conveyed to Borrower, additional

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property on the Northwest corner of Meacham and Schaumburg Roads, Schaumburg, Illinois and legally described in Exhibit "B" attached hereto ("Brach Parcel"), and pursuant to the request of Beneficiary, Lender made a further disbursement in the amount of \$7,400,856.00 under the Loan in connection with the purchase thereof; and

WHEREAS, by Modification of Note, Mortgage and other Loan Documents (the "First Modification") dated as of September 1, 1989 and recorded in the Office on September 15, 1989 as Document No. 89434900, the parties modified the Note, Mortgage, Loan Agreement and any and all other documents securing the Loan (the "Loan Documents") to recognize the further disbursement under the Note, encumber the Brach Parcel with the Loan Documents, and such other matters provided therein; and

WHEREAS, Borrower and Beneficiary have agreed to sell a portion of the Brach Parcel and a portion of the Polk Parcel to Donogh Homes, Inc., a Washington corporation (d/b/a Dartmoor Homes), sole beneficiary of Purchaser, pursuant to the terms of that certain Real Estate Purchase Agreement (the "Donogh Purchase Agreement") dated November 21, 1989 by and between Donogh Homes, Inc. ("Donogh"), Borrower and Beneficiary, which parcel (the "Donogh Parcel") is legally described on Exhibit "C" attached hereto; and

WHEREAS, the Donogh Purchase Agreement provides for that portion of the Donogh Parcel legally described on Exhibit "D" attached hereto (the "10 Acre Parcel") to be conveyed by Borrower to Charter Trust 1386 free and clear of the lien of the Loan

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Documents and further provides for that portion of the Donogh Parcel legally described on Exhibit "E" attached hereto (the "35 Acre Parcel") to be conveyed by Borrower to Charter Trust 1390 subject to the lien of the Loan Documents, as modified hereby and subject to the lien of a second mortgage (the "Wrap Mortgage") securing the joint and several promissory note ("Wrap Note") of Donogh and Charter Trust 1390 in the principal amount of \$5,200,000.00 payable to the order of Beneficiary; and

WHEREAS, by Collateral Assignment of Note, Mortgage and Contract of even date herewith (the "Collateral Assignment"), Beneficiary has collaterally assigned its interest in the Wrap Note, Wrap Mortgage and Donogh Purchase Agreement to Lender; and

WHEREAS, as a condition of its agreement to close on the Donogh Parcel and to pay Beneficiary the purchase price under the terms of the Donogh Purchase Agreement, a portion of which concurrent with the recording hereof shall be paid to Lender as a principal prepayment under the terms of the Note, Purchaser has requested and Borrower, Beneficiary and Lender have agreed to modify the Loan Documents to provide that the 35 Acre Parcel shall secure up to \$5,200,000.00 of the Loan, that upon payment of \$4,200,000.00 (the "Release Amount"), Lender shall release the lien of the Modified Loan Documents against the 35 Acre Parcel, and such other matters provided for herein; and

WHEREAS, Beneficiary represents and Lender agrees that to the best of its knowledge, no default or event which would constitute a default but for the passage of time or giving of notice, or both, exists under the Note or under the obligations

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of Borrower and/or Beneficiary pursuant to the Loan Documents or the First Modification (the Loan Documents and the First Modification are hereinafter collectively referred to as the "Modified Loan Documents").

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged by Purchaser, Borrower, Beneficiary and Lender, it is hereby agreed as follows:

1. The preamble is incorporated by this reference in and to the main body of this Agreement.

2. Lender has on even date herewith and in consideration of a principal payment of the full net cash proceeds payable by Donogh to Beneficiary upon the conveyance of the Donogh Parcel to Purchaser, but in no event less than \$1,200,000.00, delivered its partial release of the 10 Acre Parcel and hereby consents to the sale and conveyance of the Donogh Parcel to Purchaser and the encumbrance of the 35 Acre Parcel by the Wrap Mortgage which secures the Wrap Note in the original principal amount of \$5,200,000.00.

3. The Note is hereby modified to reflect and incorporate the revisions of the Mortgage hereinafter set forth.

4. Borrower hereby represents and Beneficiary warrants that all representations, warranties and indemnifications contained in a certain Environmental Indemnity Agreement and in an Inducement Letter, both dated May 18, 1989, from Hoffman Homes to Lender remain true, correct, accurate, complete, unmodified and in full force and effect.

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5. The Mortgage is hereby modified as follows:

(a)(i) The 35 Acre Parcel only secures up to \$5,200,000.00 of the principal balance of the Loan. Upon payment of the Release Amount to Lender, Lender agrees to execute and deliver a partial release of the 35 Parcel from the lien of the Modified Loan Documents. For all purposes under the Modified Loan Documents, including, without limitation, foreclosure of the Mortgage and enforcement of any other remedy available under the Modified Loan Documents, the 35 Acre Parcel shall be deemed to be a separate and distinct parcel, encumbered only to the extent of \$5,200,000.00, as if the Mortgage, effective as of the date hereof, had been partially released as to the 35 Acre Parcel, and a new mortgage, in the principal amount of \$5,200,000.00 and otherwise in form and content identical to the Mortgage, except as hereby modified, had been recorded against the 35 Acre Parcel.

(a)(ii) Notwithstanding the foregoing, the receipt by Lender of the Release Amount and the release of its lien in respect of the 35 Acre Parcel shall not be construed or deemed to (i) release, remise or discharge any claims, interest, encumbrances or other rights in favor of Beneficiary out of the Wrap Mortgage or the Wrap Note; or (ii) in any manner adversely offset, release, or be an act which is inconsistent with the Collateral Assignment or any other document or instrument executed by Beneficiary, from time to time, in favor of Lender in respect of the Loan.

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(b) Lender hereby agrees to send copies of all notices of default under the Modified Loan Documents to Dartmoor Homes, 2500 West Higgins Road, Suite 1160, Hoffman Estates, Illinois 60195, attention: Patrick A. Taylor, President.

(c) In the event of a non monetary default by Borrower under the terms of the Modified Loan Documents, Lender agrees to provide Purchaser with an additional cure period, not to exceed the cure period set forth in the Modified Loan Documents, to cure any such default with respect to the 35 Acre Parcel, and provided Purchaser cures such default with respect to the 35 Acre Parcel within such time, Lender agrees not to foreclose the Mortgage or pursue any other remedies available under the Modified Loan Documents with respect to the 35 Acre Parcel.

(d) In the event of a default by Borrower under the terms of the Modified Loan Documents, which, by its nature, is not subject to cure by Purchaser (i.e. bankruptcy of Hoffman and/or Beneficiary), or in the event of a monetary default by Borrower under the terms of the Modified Loan Documents, Lender agrees not to foreclose the Mortgage or pursue any other remedies available under the Modified Loan Documents with respect to the 35 Acre Parcel for a period of ninety (90) days after notice thereof to Purchaser, and agrees to release the 35 Acre Parcel from the lien of the Modified Loan Documents upon payment by Purchaser of the Release Amount. In the event Purchaser fails to make such payment within said ninety (90) day period, Lender may

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exercise all rights and remedies available under the Modified Loan Documents.

6. The modifications provided for in this Agreement shall be effective only upon the following conditions being complied with by Borrower and Beneficiary:

(a) That the Note is and always has been maintained in good standing, free from any default, and there is no uncured event of default hereunder or under the modified Loan Documents, as of the date hereof.

(b) Delivery to Lender of an endorsement to ALTA Loan Policy NO. 71-94-267 issued by Chicago Title Insurance Company ("Chicago Title") previously delivered to Lender pursuant to paragraph 5.1(b) of the Loan Agreement, insuring that as of the date of recordation of this Agreement, title to the 10 Acre Parcel is vested in Charter Trust 1386, free and clear of the lien of the Mortgage, title to the 35 Acre Parcel is vested in Charter Trust 1390, and title to the balance of the Brach Parcel and Polk Parcel is vested in Borrower, and that the Mortgage is a valid first lien upon the 35 Acre Parcel and the balance of the Polk and Brach Parcels, subject only to the Permitted Exceptions.

(c) Delivery to Lender of the Reaffirmation of Guaranty.

(d) Delivery to Lender of Plats of Survey of the Donogh Parcel, the 10 Acre Parcel and the 35 Acre Parcel made by a Surveyor licensed in the State of Illinois showing the legal descriptions of the Parcels. Such Plats of Survey shall be



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certified to Purchaser, Lender, Borrower, Beneficiary and Chicago Title as having been prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1986.

7. The Note, Mortgage and the Loan Documents are hereby modified only as set forth above and in all other respects are ratified by Borrower and Beneficiary as being in full force and effect.

8. Contemporaneously with the execution and delivery hereof, Borrower and Beneficiary, shall pay or cause to be paid all closing costs and expenses, including title insurance premiums and legal fees incurred by Lender, incident to the transactions contemplated herein.

9. Borrower and Beneficiary hereby acknowledge that (i) neither Borrower nor Beneficiary has any defense, offset or counterclaim with respect to the payment of any sum owed to Lender, or with respect to any covenant in the Modified Loan Documents; (ii) Lender, on and as of the date hereof, has fully performed all obligations to Borrower and Beneficiary which may have had or has on and as of the date hereof; (iii) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation in the Modified Loan Documents.

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10. For purposes of this Agreement, no knowledge shall be imputed to Lender by virtue of an affiliate of Lender being a partner or Beneficiary.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

12. This Agreement may be executed in one or more counterparts, which together shall comprise the entire Agreement.

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

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ATTEST:

By: [Signature]  
Its: \_\_\_\_\_

BORROWER:

American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid

By: [Signature]  
Its: \_\_\_\_\_

BENEFICIARY:

KHS Land Partnership, an Illinois general partnership

By: Hoffman Homes, Inc., a Delaware corporation, managing partner

By: [Signature]  
Its: \_\_\_\_\_

LENDER:

Kemper Investors Life Insurance Company, an Illinois insurance corporation

By: [Signature]  
Its: [Signature]

[Signature]  
Authorized Signer

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### PURCHASER:

Charter Bank and Trust of Illinois, not personally but as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1390

Attest:

By: [Signature]  
Its: \_\_\_\_\_

By: [Signature]  
Its: TRUST AGREEMENT

Charter Bank and Trust of Illinois, not personally but as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1386

Attest:

By: [Signature]  
Its: \_\_\_\_\_

By: [Signature]  
Its: TRUST AGREEMENT

This instrument prepared by:  
Scott D. Gudmundson  
SACHNOFF & WEAVER, LTD.  
30 South Wacker Drive  
Suite 2900  
Chicago, IL 60606

Permanent Index Nos.  
07-23-201-001  
07-23-202-001  
07-24-102-001  
07-13-300-006  
07-23-200-002  
07-23-200-002  
07-24-100-001

After recordation return to:  
Scott M. Lapins  
MILLER, SHAKMAN, NATHAN & HAMILTON  
208 South LaSalle St.  
Suite 1200  
Chicago, IL 60604

Address of Properties:  
Southwest corner of  
Meacham and Higgins Road,  
Schaumburg, Illinois  
(Polk Parcel)

BOX 333 - TH

Southwest corner of  
Meacham and Schaumburg Roads  
Schaumburg, Illinois  
(Brach Parcel)

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## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

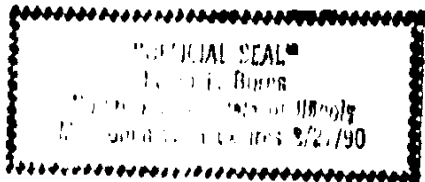
KAREN E. BURNS

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me and known by me to be the \_\_\_\_\_ VICE PRESIDENT, President of American National Bank and Trust Company of Chicago, a national bank association having trust powers, and \_\_\_\_\_ Secretary of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said association as Trustee as aforesaid they signed and sealed said instrument, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this NOV 22 1989 day of November, 1989.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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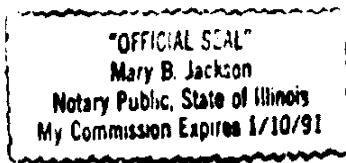
STATE OF ILLINOIS

COUNTY OF COOK

)  
) SS.  
)

I, Mary B. Jackson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that [unclear], personally known to me and known by me to be the [unclear] President of Charter Bank and Trust of Illinois, an Illinois banking corporation having trust powers, and [unclear], personally known to me to be the VP Secretary of said banking corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such [unclear] President and [unclear] Secretary of said banking corporation as Trustee as aforesaid they signed and sealed said instrument, and caused the seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 1989.



Mary B. Jackson  
Notary Public

My Commission Expires: 1 10 91



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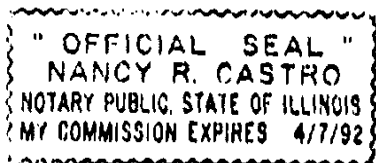
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## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, NANCY R. CASTRO, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM T. HOFFMAN, personally known to me to be the VICE PRESIDENT of Hoffman Homes, Inc., a Delaware corporation, general partner of K/S Land Partnership, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and sealed such instrument, duly authorized on behalf of such corporation and partnership, as his free and voluntary act and the free and voluntary act of such corporation and partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of November, 1989.



Nancy R. Castro  
Notary Public

My Commission Expires: \_\_\_\_\_

Office of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, Catherine A. Wallace, a notary public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that W.R. Buecking Senior Vice President and R.S. Curto, an authorized signatory of Kemper Financial Services, Inc., a Delaware corporation (the "Company"), the authorized agent of Kemper Investors Life Insurance Company, an Illinois insurance corporation (the "Corporation"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and authorized signatory, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of the Company, as agent for the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21st day of November, 1989.

Catherine A. Wallace  
Notary Public

My Commission Expires: 9/4/90

NOTARY PUBLIC SEAL  
CATHERINE A. WALLACE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/4/90



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EXHIBIT A

## LEGAL DESCRIPTION OF POLK PROPERTY

PARCEL 1:  
THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF MEACHAM ROAD AND THE NORTH LINE OF THE NORTH WEST 1/4 SECTION AFORESAID; THENCE SOUTH ALONG THE SAID WEST LINE OF MEACHAM ROAD 56 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE 37 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO LAST DESCRIBED COURSE 56 FEET TO NORTH LINE OF SAID NORTH WEST 1/4; THENCE EAST ALONG SAID NORTH LINE OF SAID NORTH WEST 1/4 37 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THE EAST 50 FEET THEREOF AS CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT 24045390, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT 24045390 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID NORTH 1/2; THENCE NORTH TO A POINT 1117 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE 50 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE TO THE SOUTH LINE OF SAID NORTH 1/2; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 1/2 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:  
THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED AND WEST OF THE WESTERLY LINE OF MEACHAM ROAD AS WIDENED, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

## LEGAL DESCRIPTION OF BRACH PROPERTY

### PARCEL 1

THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE WEST 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS

### PARCEL 2

THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 17 FEET OF THE SOUTH 50 FEET THEREOF, CONDEMNATION FOR UNDERLYING OF SCHAUMBURG ROAD, ACCORDING TO CASE 77L6137), IN COOK COUNTY, ILLINOIS

### PARCEL 3

THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART OF THE WEST 17 FEET OF THE EAST 50 FEET WHICH LIES NORTH OF THE SOUTH 525 FEET AS MEASURED ALONG THE EAST LINE THEREOF AND THE PART OF THE NORTH 17 FEET OF THE SOUTH 50 FEET WHICH LIES WEST OF THE EAST 85 FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF, CONDEMNATION FOR WIDENING OF SCHAUMBURG ROAD AND MEACHAM ROAD ACCORDING TO CASE 77L6137 ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 525 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE 60 FEET; THENCE SOUTH ALONG A LINE THAT IS 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH WEST 1/4 450 FEET; THENCE SOUTHWESTERLY TO A POINT THAT IS 85 FEET WEST OF AND 50 FEET NORTH OF THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4 (AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID RIGHT ANGLE LINE 50 FEET TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 THENCE EAST ALONG SAID SOUTH LINE 85 FEET TO THE PLACE OF BEGINNING CONDEMNATION FOR WIDENING OF SCHAUMBURG ROAD AND MEACHAM ROAD ACCORDING TO CASE NO. 84L51635) IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

45 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 861.94 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 304.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 80.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 69 DEGREES 21 MINUTES 15 SECONDS EAST, 80.01 FEET); THENCE SOUTH 60 DEGREES 08 MINUTES 46 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 138.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 497.66 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 841.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 299.38 FEET TO A POINT ON SAID EAST LINE, 370.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 24 DEGREES 47 MINUTES 17 SECONDS WEST, 418.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 170.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 1126.74 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 668.83 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE CONTINUING NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 475.80 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS

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DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:                   07-23-200-002  
  07-23-200-003  
  07-23-201-001

Common Address:                               Vacant  
  Lakeland Drive and Plum  
  Grove Road  
  Schaumburg, Illinois

Property of Cook County Clerk's Office

EXHIBIT D10 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 736.41 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 46 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED NORTH LINE, 620.93 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHEAST 1/4, 729.14 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 273.60 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT NO. 24045390, THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 07-23-200-002  
07-23-200-003  
07-23-201-001

Common Address: Vacant  
Lakeland Drive and  
Plum Grove Road  
Schaumburg, Illinois

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8 9 5 5 3 6 3 2

## EXHIBIT E

### 35 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 736.41 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 125.53 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 FROM A POINT ON SAID NORTH LINE, 921.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 304.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 80.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 69 DEGREES 21 MINUTES 15 SECONDS EAST, 80.01 FEET); THENCE SOUTH 60 DEGREES 08 MINUTES 46 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 138.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 497.66 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 841.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 299.38 FEET TO A POINT ON SAID EAST LINE, 370.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 24 DEGREES 47 MINUTES 17 SECONDS WEST, 418.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 170.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 1126.74 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 668.83 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE CONTINUING NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID

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LAST DESCRIBED PARALLEL LINE, 202.20 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 29 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE, 729.14 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 AND PASSING THROUGH THE AFOREDESCRIBED POINT OF BEGINNING; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 620.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 07-23-200-002  
07-23-200-003  
07-23-201-001

Common Address: Vacant  
Lakeland Drive and  
Plum Grove Road  
Schaumburg, Illinois