

UNOFFICIAL COPY

89385352

25.00

FOURTH AMENDMENT TO CONSOLIDATED MORTGAGE

THIS FOURTH AMENDMENT TO CONSOLIDATED MORTGAGE ("Amendment") dated as of AUGUST 15, 1989, is entered into among CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee under Trust Agreement No. 46746, dated April 9, 1964, having an office at 111 West Washington Street, Chicago, Illinois 60602 ("Trustee"), WOODFIELD ASSOCIATES, an Illinois general partnership, having an office at 200 East Long Lake Road, Bloomfield Hills, Michigan 48303 ("Borrower") (Borrower and Trustee are hereinafter collectively referred to as "Mortgagor"), and HOMART DEVELOPMENT CO., a Delaware corporation, having its principal office at Xerox Centre - Suite 3100, 55 West Monroe Street, Chicago, Illinois 60603 ("Mortgagee") based upon the following:

A. Mortgagor executed a mortgage in favor of Teachers Insurance and Annuity Association of America, a New York corporation ("Original Mortgage"), dated January 28, 1972, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois (the "Recorder's Office") as Document No. 21-790-833 on January 28, 1972 (the "Original Mortgage"), covering certain real property described in Schedule A to the Original Mortgage (the "Property"), pursuant to which Original Mortgagee secured the payment of the principal sum of Thirty-Four Million Dollars (\$34,000,000).

B. The Original Mortgage was consolidated, modified, extended and spread with the lien of a Mortgage executed by Mortgagor in favor of Original Mortgagee and The Chase Manhattan Bank (National Association), a national banking association ("Chase"), dated February 23, 1973, and recorded in the Recorder's Office as Document No. 22-237-963 on March 2, 1973 (the "Consolidated Mortgage"), which secured the payment of the principal sum of Forty-Two Million Five Hundred Thousand Dollars (\$42,500,000).

C. The interest of Chase in the Consolidated Mortgage was assigned to Original Mortgagee by that certain Assignment of Mortgage dated July 9, 1973, and recorded in the Recorder's Office as Document No. 22-399-622 on July 16, 1973.

72-08-436D1

89385352

UNOFFICIAL COPY

0 9 0 0 3 3 5 2

D. Mortgagor and Original Mortgagee further amended the Consolidated Mortgage by that certain First Supplement to Mortgage and Spreader Agreement dated March 24, 1976, and recorded in the Recorder's Office as Document Nos. 23-436-947 and LR2861865 on April 1, 1976.

E. Mortgagor and Original Mortgagee further amended the Consolidated Mortgage by that certain Partial Release and Second Supplement to Mortgage recorded in the Recorder's Office as Document No. 24-238-641 and LR298833 on December 15, 1977.

F. On May 1, 1989, Mortgagor prepaid to Original Mortgagee the entire indebtedness of Mortgagor that was secured by the Consolidated Mortgage. Mortgagor obtained the funds necessary to cause such prepayment to be made by borrowing the sum of Seventy-Four Million Three Hundred Thousand Dollars (\$74,300,000) from Mortgagee. A mortgage note (the "Mortgage Note") in such amount was executed and delivered to Mortgagee on May 1, 1989, in order to evidence such new loan (the "New Loan").

G. Simultaneously and in conjunction with Mortgagor's obtaining the New Loan from Mortgagee and prepaying Mortgagor's indebtedness to Original Mortgagee: (i) Original Mortgagee assigned to Mortgagee the Consolidated Mortgage, together with the respective notes and obligations described in or secured by the Consolidated Mortgage, pursuant to that certain Assignment of Loan Documents executed by Original Mortgagee on April 27, 1989 (which Assignment was delivered and made effective on May 1, 1989); (ii) Mortgagee canceled and returned to Mortgagor all of the notes and related documents (evidencing the obligations of Mortgagor to Original Mortgagee) that had been assigned by Original Mortgagee to Mortgagee, since such notes were paid in full and replaced by the Mortgage Note; and (iii) Mortgagee and Mortgagor entered into a certain Third Amendment of Consolidated Mortgage dated as of April 28, 1989, but which was delivered and made effective as of May 1, 1989 (the "Third Amendment"), and recorded in the Recorder's Office on May 1, 1989, 1989, as document No. 89192899

89385352

UNOFFICIAL COPY

3 7 3 3 5 3 5 2

for the purpose of further amending the Consolidated Mortgage. (The term "Consolidated Mortgage" shall hereinafter mean the Consolidated Mortgage, as previously amended, spread, supplemented and otherwise modified. The Property, as the same has been resubdivided and released since the date of the Original Mortgage is more particularly described in Exhibit A attached hereto and made a part hereof.)

H. Borrower and Mortgagee now desire to further amend the Consolidated Mortgage in the manner hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor agree as follows:

1. Section 5.04 of the Consolidated Mortgage is hereby amended by deleting the same in its entirety and inserting the following in its place:

"5.04 In the event of a change in ownership of the Mortgaged Property or any part thereof or in the event of loss, Mortgagor will give prompt notice to Mortgagee."

2. Section 6.01 of the Consolidated Mortgage is hereby amended by deleting the same in its entirety and inserting the following in its place:

"6.01 The Mortgagor will not permit the alteration, demolition or removal of any building or other improvement on the Mortgaged Property which has a value of over Two Hundred Fifty Thousand Dollars (\$250,000.00), nor the severance, removal or sale of any of Mortgagor's fixtures, chattels or articles of personal property on, in or about the buildings or improvements on the Mortgaged Property which have a value of over Two Hundred Fifty Thousand Dollars (\$250,000.00) without the consent of the Mortgagee and in the event of the removal, demolition or destruction of any of Mortgagor's fixtures, chattels or articles covered hereby and having a value of over Two Hundred Fifty Thousand Dollars (\$250,000.00), the same shall be replaced promptly with similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any chattel mortgage or other encumbrance thereon or security interest therein or reservation of title thereto. Mortgagor and Mortgagee hereby acknowledge and agree that Mortgagee's consent shall not be required in connection with any renovation, replacement, or reconstruction of tenant space or tenant storefronts as Mortgagor may elect to perform (or cause to be performed), including, without limitation, the combination of existing tenant spaces by means of the removal of demising walls or the division of such spaces by the installation of new demising walls."

89385352

UNOFFICIAL COPY

8 9 3 3 3 3 2

3. Section 18.03(c) of the Consolidated Mortgage is hereby amended by deleting the same in its entirety and inserting the following in its place:

"C. That Assignor further covenants and agrees as follows: Not to receive or collect any rents from any present or future lessee of said premises or any part thereof for a period of more than one month in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of said rents without, in each such instance enumerated in this paragraph, the prior written consent of the Assignee."

4. Mortgagee hereby confirms, acknowledges and agrees that the Third Amendment effectively modified the Consolidated Mortgage, and that Mortgagee is bound by all of the terms and provisions of the same. Mortgagee and Mortgagor further confirm and agree that the effective date of the Third Amendment was May 1, 1989, which was the date on which the Mortgage Note was executed and delivered.

5. This Amendment may be executed in two (2) or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.

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

89385352

UNOFFICIAL COPY

5 9 3 0 3 3 5 2

Instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7. Except as herein modified or amended, all of the provisions, conditions and terms of the Consolidated Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Consolidated Mortgage as of the date first above written.

ATTEST:

Jane Michel

ASSISTANT SECRETARY

CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under Trust Agreement dated April 9, 1984, and known as Trust No. 48746

By: *Chutha Smith*

Its: ASST. VICE PRESIDENT

"TRUSTEE"

WOODFIELD ASSOCIATES, an Illinois general partnership

By: The Taubman Realty Group Limited Partnership, a Massachusetts limited partnership, as General Partner

By: _____

Its: Authorized Representative

"BORROWER"

THIS INSTRUMENT WAS PREPARED BY:
MIRO MIRO & WEINER
500 N. WOODWARD AVENUE
SUITE 200
P.O. BOX 900
BLOOMFIELD HILLS, MICHIGAN
48303-0908
JEFFREY BERGER

AFTER RECORDING MAIL TO:
LOEB AND LOEB
10100 SANTA MONICA BOULEVARD
SUITE 2200
LOS ANGELES, CALIFORNIA 90067
ATTN: FRANK E. FEDER, ESQ.

BOX 333 - TH

89385352

UNOFFICIAL COPY

8 9 3 5 5 3 5 2

instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7. Except as herein modified or amended, all of the provisions, conditions and terms of the Consolidated Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Consolidated Mortgage as of the date first above written.

ATTEST:

CHICAGO TITLE AND TRUST
COMPANY, a corporation of Illinois,
as Trustee under Trust Agreement
dated April 9, 1964, and known as
Trust No. 46746

By: _____

Its: _____

"TRUSTEE"

WOODFIELD ASSOCIATES, an
Illinois general partnership

By: The Taubman Realty Group
Limited Partnership, a
Massachusetts limited
partnership, as General Partner

By: Paul J. Taha

Its: Authorized Representative

"BORROWER"

89385352

UNOFFICIAL COPY

3 7 3 0 0 3 3 2

ATTEST:

[Signature]
As to: Asst. Secretary

HOMART DEVELOPMENT CO., a
Delaware corporation

By: [Signature]

Its: Vice President

"MORTGAGEE"

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ of Chicago Title and Trust Company, as Trustee under Trust Agreement dated April 9, 1964, and known as Trust No. 46746, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

My Commission expires:

89385352

UNOFFICIAL COPY

3 9 3 3 3 3 5 2

ATTEST:

HOMART DEVELOPMENT CO., a
Delaware corporation

By: _____

Its: _____

"MORTGAGE"

STATE OF ILLINOIS)
COUNTY OF COOK)

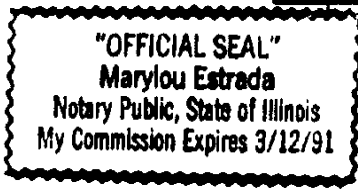
I, MARYLOU ESTRADA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that OLINTHA SMITH and KAREN MICHEL of Chicago Title and Trust Company, as Trustee under Trust Agreement dated April 9, 1964, and known as Trust No. 46746, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSI. VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of August, 1989.

Marylou Estrada

Notary Public

My Commission expires:



89385352

UNOFFICIAL COPY

0 9 3 0 5 3 5 2

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, an authorized representative of The Taubman Realty Group Limited Partnership, a Massachusetts limited partnership, a General Partner of Woodfield Associates, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized representative, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said general partnership for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

My Commission expires:

STATE OF ^{CALIFORNIA} ~~ILLINOIS~~)
)
COUNTY OF ^{LOS ANGELES} ~~COOK~~)

I, HANNAH BENSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARK E. NATE S and CHARLES BENKENTD of Homart Development Co., a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company and as their own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 15th day of AUGUST, 1989.



Hannah Benson
Notary Public

UNOFFICIAL COPY

8 9 3 5 5 5 2

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I, Jeffrey A. Berger, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert S. Taubman, an authorized representative of The Taubman Realty Group Limited Partnership, a Massachusetts limited partnership, a General Partner of Woodfield Associates, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized representative, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said general partnership for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 15th day of August, 19 89.

Jeffrey A. Berger
Notary Public
JEFFREY A. BERGER
Notary Public, Oakland County, MI
My Commission Expires Jan. 13, 1992

My Commission expires:
1-13-92

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ of Homart Development Co., a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said company and as their own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____.

Notary Public

My Commission expires:

PARCEL 1: **UNOFFICIAL COPY**

3 7 5 5 5 2
THAT PART OF LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID, THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LOT 2A, 308.33 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 25.17 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 4.95 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 2.33 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 57.92 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 272.00 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 50.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST 41.50 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 20.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES, 40 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.08 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 28.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2A:

LOT 5A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 5A LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE EAST LINE OF LOT 5 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 14.14 FEET SOUTHEASTERLY OF (AS MEASURED ALONG SAID EAST LINE) THE NORTH EAST CORNER OF SAID LOT 5, THENCE WESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 411.21 FEET AND A BEARING OF SOUTH 88

UNOFFICIAL COPY

5 7 5 5 5 5 2

DEGREES 21 MINUTES 27 SECONDS WEST TO AN ANGLE POINT; THENCE CONTINUING ALONG A STRAIGHT LINE HAVING A DEFLECTION OF 0 DEGREES 04 MINUTES 22 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE A DISTANCE OF 506.85 FEET TO A POINT ON THE WEST LINE OF LOT 5, SAID POINT BEING 8.897 FEET SOUTHERLY OF (AS MEASURED ALONG THE WEST LINE OF SAID LOT 5) THE NORTH EAST CORNER OF SAID LOT 5) IN COOK COUNTY, ILLINOIS

PARCEL 2B:

LOT 10 IN WOODFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2C:

LOT 2 IN WOODFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 2 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING 8.897 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST LINE OF SAID LOT 2) THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 88 DEGREES 17 MINUTES 05 SECONDS WEST, 171.83 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING 7.119 FEET SOUTHERLY OF (AS MEASURED ALONG THE WEST LINE OF SAID LOT 2) THE NORTHWESTERLY CORNER OF SAID LOT 2) AND (EXCEPT LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2A; THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 334.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 30.00 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING) AND (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID; THENCE

UNOFFICIAL COPY

8 9 3 3 3 3 3 2

SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE OF LOT 2A, 308.33 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST 25.17 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 4.95 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 2.33 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 53.92 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 272.00 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 41.50 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 20.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 6.46 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.08 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 45 DEGREES 20 MINUTES 00 SECONDS WEST 28.46 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 11 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, THENCE NORTH 0 DEGREE 29 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 128.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREE 29 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 251.20 FEET TO THE NORTHWESTERLY CORNER OF LOT 11; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 11, A DISTANCE OF 226.53 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST PERPENDICULARLY TO THE LAST DESCRIBED LINE, A DISTANCE OF 125.40 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 67.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

3 9 3 3 3 3 2

PARCEL 4:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS, PRIVILEGES OF USE, INGRESS AND EGRESS, PARKING AND FOR UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCELS 1, 2A, 2B AND 2C ABOVE, IN AND BY THAT CERTAIN FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 20TH OF AUGUST, 1969 BETWEEN WOODFIELD ASSOCIATES, MARSHALL FIELD AND COMPANY, SEARS ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON AUGUST 29, 1969 AS DOCUMENT 20945754 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED AUGUST 29, 1969 AS DOCUMENT LR2469541 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, AS AMENDED BY AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 31ST DAY OF JULY, 1970 BETWEEN THE SAME PARTIES RECORDED ON NOVEMBER 10, 1970 AS DOCUMENT 21313213 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND AS FURTHER AMENDED BY SECOND AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON SEPTEMBER 17, 1971 AS DOCUMENT 21619274 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED ON DECEMBER 14, 1971 AS DOCUMENT LR2598246 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, SUPPLEMENTAL AGREEMENT DATED THE 30TH DAY OF JANUARY, 1969 BETWEEN WOODFIELD ASSOCIATES AND MARSHALL FIELD AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND MARSHALL FIELD AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 31ST DAY OF OCTOBER, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND SEARS, ROEBUCK AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND SEARS, ROEBUCK AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 30TH DAY OF JANUARY, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND J. C. PENNEY COMPANY, INCORPORATED AND SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1969 BETWEEN THE SAME PARTIES (MEMORANDUM OF WHICH HAVE BEEN RECORDED ON NOVEMBER 4, 1969 AS DOCUMENT 21003242 AND DOCUMENT 21003243 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) AS AMENDED BY AMENDMENT TO SUPPLEMENTAL AGREEMENT AND AMENDMENT TO SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND J. C. PENNEY COMPANY, INCORPORATED, A MEMORANDUM OF WHICH HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, AND AS

UNOFFICIAL COPY

5 9 3 0 5 3 5 2

FURTHER AMENDED BY THIRD AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 29TH DAY OF AUGUST, 1972, BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY, J. C. PENNEY COMPANY, INCORPORATED, AND ADCOR REALTY CORPORATION, RECORDED MARCH 2, 1973 AS DOCUMENT 22237958 IN THE RECORDER'S OFFICE AFORESAID, (HEREIN ALL TOGETHER CALLED "EASEMENT AGREEMENT") IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL OF THE RIGHTS, POWERS AND PRIVILEGES AND BENEFITS UNDER SAID EASEMENT AGREEMENT ACCRUING TO THE OWNER OF SAID PARCELS 1, 2A, 2B AND 2C ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, ALL IN COOK COUNTY, ILLINOIS

PARCEL 5

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4, AFORESAID, A DISTANCE OF 62.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF WOODFIELD ROAD PER DOCUMENT NO. 209445544 TO ITS INTERSECTION WITH THE WESTERLY LINE OF LAND DESCRIBED IN DOCUMENT NUMBER 20797704 THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF WOODFIELD ROAD AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

12:04

89385352

~~Drafted by and when recorded
return to:
Sean P. Corcoran, Esquire
Miro Miro & Weiner, P.C.
500 N. Woodward, Ste. 200
P.O. Box 908
Bloomfield Hills, MI 48303-0908~~

Tax Numbers

07-13-103-007-0000

07-13-200-014-0000

07-13-200-015-0000

07-13-200-031-0000

07-13-401-004-0000

WOODFIELD SHOPPING CENTER
SCHAUMBURG, ILLINOIS

EXHIBIT A
(Page 5 of 5)

89385352