

UNOFFICIAL COPY

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(1)

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT dated as of October 1, 1989, by and among LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated October 1, 1961, and known as Trust No. 28684 ("Trust No. 28684"), JOSEPH J. FREED AND ASSOCIATES, an Illinois limited partnership (the "Partnership"), JOSEPH J. FREED AND ASSOCIATES, INC., an Illinois corporation (the "Corporation"), JOSEPH J. FREED ("Freed"), JOYCE FREED and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, each of Trust No. 28684, the Partnership, the Corporation, Freed, Joyce Freed and the Bank is a party to one or more of the following documents (collectively, the "Documents");

(i) Loan Agreement dated March 2, 1987, by and among the Corporation, Freed and the Bank, as amended by (A) Modification of Amended and Restated Mortgage Note and Loan Agreement dated March 1, 1988 (the "First Modification"), and (B) Second Modification of Amended and Restated Mortgage Note and Loan Agreement dated March 1, 1989, including the Amendment thereto of even date therewith (the "Second Modification") (collectively, the "Loan Agreement");

(ii) Amended and Restated Mortgage Note dated March 2, 1987, from the Corporation and Freed to the Bank,

Permanent Index Numbers
(Illinois property):

03-17-301-017
03-17-301-019
03-17-301-020
03-17-301-021
03-17-301-022

This Instrument Prepared by and to
be Returned after Recording to:

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Address of Premises (Illinois property):

Northpoint Shopping Center
Vista Road
Arlington Heights, Illinois

BOOK 383

90060204

\$25.00

1 add
69-19-566 A2

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF COOK COUNTY
IN AND FOR THE COUNTY OF COOK, ILENOIS
I, the undersigned, do hereby certify that the within and foregoing
is a true and correct copy of the original as the same appears
in the records of the Clerk of the Court.

IN WITNESS WHEREOF

I, the undersigned, do hereby certify that the within and foregoing
is a true and correct copy of the original as the same appears
in the records of the Clerk of the Court.

IN WITNESS WHEREOF

I, the undersigned, do hereby certify that the within and foregoing
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is a true and correct copy of the original as the same appears
in the records of the Clerk of the Court.

Property of Cook County Clerk's Office

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as amended by (A) Amendment to Amended Restated Note dated November 28, 1987, (B) the First Modification, and (C) the Second Modification (collectively, the "Note");

(iii) Mortgage dated November 1, 1983, from Trust No. 28684 to The Exchange National Bank of Chicago, a national banking association ("Exchange"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 10, 1983, as Document No. 26858750, as amended by First Amendment to Mortgage and Other Loan Documents dated January 7, 1986, by and among Trust No. 28684, the Corporation and Freed, consented to by Exchange and recorded February 28, 1986, as Document No. 86082098, which Mortgage, as amended, was assigned by Exchange to the Bank by Assignment dated March 2, 1987, recorded March 26, 1987, as Document No. 87161539, and further amended by Second Amendment to Mortgage and Other Loan Documents dated March 2, 1987, by and among Trust No. 28684, the Corporation and Freed, consented to by the Bank and recorded March 26, 1987, as Document No. 87161540 (collectively, the "Northpoint Mortgage");

(iv) Fee and Leasehold Mortgage dated November 1, 1983, from the Partnership to Exchange, recorded November 10, 1983, in Mortgage Book 4173, page 1550 of the Hamilton County, Ohio Records as Document No. 490019, as amended by First Amendment to Fee and Leasehold Mortgage and Other Loan Documents dated January 7, 1986, by and among the Partnership, the Corporation and Freed, consented to by Exchange and recorded April 9, 1986, in Mortgage Book 4615, page 309, as Document No. 532843, which Mortgage, as amended, was assigned by Exchange to the Bank by Assignment dated March 2, 1987, recorded March 30, 1987, as Document No. 560956, and further amended by Second Amendment to Fee and Leasehold Mortgage and Other Loan Documents dated March 2, 1987, by and among the Partnership, the Corporation and Freed, consented to by the Bank and recorded March 30, 1987, as Document No. 560960 (collectively, the "Cassinelli Mortgage");

(v) Security Agreement (Chattel Mortgage) dated March 2, 1987, from Trust No. 28684, the Partnership, the Corporation, Freed and Joyce Freed to the Bank; and

(vi) Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated March 2, 1987, from Freed and Joyce Freed to the Bank; and

WHEREAS, the Documents encumber the real estate described in Exhibit A and Exhibit B attached hereto; and

WHEREAS, the parties desire to confirm certain of the current basic terms of the Documents and to make certain

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Official copy furnished to the Clerk of the Court by the County Clerk's Office.

IN SENATE, January 10, 1900.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, CONCERNING THE LANDS BELONGING TO THE STATE, AND THE PROCEEDINGS OF THE LAND OFFICE DURING THE YEAR 1899.

ALBANY: J. B. WHITTAKER, STATE PRINTER, 1900.

Property of Cook County Clerk's Office

The following is a list of the lands belonging to the State, and the proceeds of the same, during the year 1899.

The total amount of the proceeds of the lands belonging to the State, during the year 1899, was \$1,234,567.89.

The following is a list of the lands belonging to the State, and the proceeds of the same, during the year 1899.

The total amount of the proceeds of the lands belonging to the State, during the year 1899, was \$1,234,567.89.

The following is a list of the lands belonging to the State, and the proceeds of the same, during the year 1899.

The total amount of the proceeds of the lands belonging to the State, during the year 1899, was \$1,234,567.89.

1899

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modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Confirmation of Certain Basic Terms. The following constitute certain, but not all, of the basic terms of the loan evidenced and secured by the Documents (the "Loan") as of October 1, 1989:

- (a) Principal Amount of the Loan: \$17,940,000;
- (b) Maturity Date: October 1, 1989;
- (c) Rate of Interest: 1.5% plus Prime (as defined in the Note and the Loan Agreement);
- (d) Default Rate of Interest: 4.5% plus Prime (as defined in the Note and the Loan Agreement); and
- (e) Amount of Mandatory Prepayments Upon Sale or Refinancing: Northpoint ("Center A" as defined in the Loan Agreement) - \$8,202,000, and Cassinelli ("Center C" as defined in the Loan Agreement) - \$9,738,000.

All of the Documents are hereby modified and amended as necessary in order to consistently reflect such basic terms. Without limitation on the generality of the foregoing (i) the words "Twenty Four Million" and the words "Eighteen Million Six Hundred Forty Thousand" are hereby changed to the words "Seventeen Million Nine Hundred Forty Thousand" each time they appear in any of the Documents and the figure "\$24,000,000" and the figure "\$18,640,000" are hereby changed to the figure "\$17,940,000" each time they appear in any of the Documents; (ii) the date "November 28, 1987" is hereby changed to the date "October 1, 1989" each time it appears in any of the Documents; (iii) with respect to the default rate of interest, the words "four percent" are hereby changed to the words "four and one-half percent" each time they appear in any of the Documents and the figure "4%" is hereby changed to the figure "4-1/2%" each time it appears in any of the Documents; and (iv) the figure "\$11,808,000" is hereby changed to the figure "\$8,202,000" each time it appears in any of the Documents and the figure "\$8,928,000" is hereby changed to the figure "\$9,738,000" each time it appears in any of the Documents.

Section 3. Extension of Maturity. The maturity date of the Loan is hereby extended from October 1, 1989, to December 31,

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1989, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "October 1, 1989" is hereby changed to "December 31, 1989" each time it appears in any of the Documents (as modified and amended in Section 3 hereof).

Section 4. Notice Provisions. Any provision regarding the giving of notices contained in any of the Documents is hereby modified in the following respects:

(a) the name "John Cline" is hereby deleted and the name "Steven R. Bell" is inserted in its place;

(b) the name and address:

"Greenberger, Krauss & Jacobs, Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attention: David Glickstein"

is hereby deleted and the following name and address:

"Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
Attention: Alvin L. Kruse"

is inserted in its place; and

(c) the address:

"304 East Rand Road
Arlington Heights, Illinois 60004"

is hereby deleted and the following address:

"1000 Capitol Drive
Wheeling, Illinois 60090"

is inserted in its place.

Section 5. References. All references in the Documents to the "Note" and the "Loan Agreement" shall be deemed to refer to the Note and the Loan Agreement, respectively, as modified and amended herein. All references in the Northpoint Mortgage and the Cassinelli Mortgage to the "Mortgage" and in the Loan Agreement to the "Exchange Property A Mortgage" and the "Exchange Property C Mortgage" shall be deemed to refer to the Northpoint Mortgage and the Cassinelli Mortgage, respectively, as modified and amended herein. All references in the Documents to the "Mortgages" shall be deemed to refer to, collectively, the Northpoint Mortgage and the Cassinelli Mortgage, each as modified and amended herein. All references in the Documents to the "Loan Documents" shall be deemed to refer to the Documents as modified and amended herein.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

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Section 6. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach an executed copy of this Agreement to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 7. Documents to Remain in Effect; Confirmation of Obligations. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended and as expressly modified and amended herein. Trust No. 28684, the Partnership, the Corporation, Freed and Joyce Freed hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.

Section 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, Trust No. 28684 hereby certifies and represents, and the Partnership, the Corporation, Freed and Joyce Freed hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

UNOFFICIAL COPY

The undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

Clerk of the County of Cook, Illinois

Notary Public for the State of Illinois

Notary Public for the State of Illinois

Notary Public for the State of Illinois

Property of Cook County Clerk's Office

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(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Execution by Trust No. 28684. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trust No. 28684, while in form purporting to be representations, covenants, undertakings and agreements of Trust No. 28684 are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Bank 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 or shall at any time be asserted or enforceable against LaSalle National Bank on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL BANK, as Trustee
as aforesaid and not personally

By _____

Title: ASSISTANT VICE PRESIDENT

Signed and acknowledged in the presence of:

Attest: _____

Rita Shillineau
Assistant Secretary

Larry A. Moynihan

11-30-89

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

By _____
Deputy Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

By _____
Deputy Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

By _____
Deputy Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

By _____
Deputy Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

Property of Cook County Clerk's Office

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JOSEPH J. FREED AND ASSOCIATES,
an Illinois limited partnership

By X [Signature]
Joseph J. Freed, Duly Authorized
General Partner

Signed and acknowledged in the presence of:

X [Signature]
[Signature]

JOSEPH J. FREED AND ASSOCIATES, INC.

By [Signature]
Title: [Signature]

Signed and acknowledged in the presence of:

[Signature]
[Signature]

X [Signature]
Joseph J. Freed

Signed and acknowledged in the presence of:

X [Signature]
[Signature]

Property of
County Clerk's Office

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ESTABLISHED FOR THE PURPOSE OF PROVIDING
A SERVICE TO THE PUBLIC

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PROVIDING A SERVICE TO THE PUBLIC

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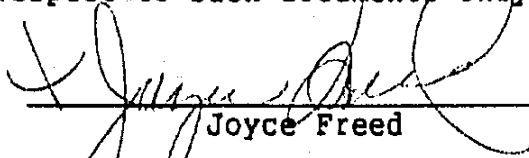
Property of Cook County Clerk's Office

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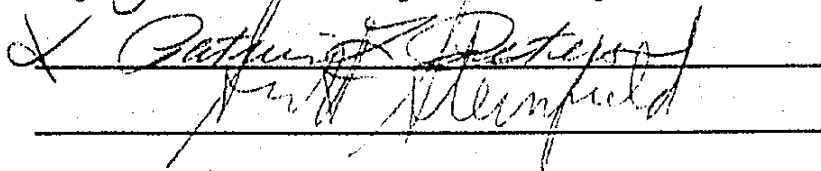
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Notwithstanding any other provision of this Agreement, Joyce Freed has executed this Agreement as a party to only the above-described Security Agreement (Chattel Mortgage) and the above-described Combined Security Agreement and Assignment of Beneficial Interest in Land Trust, and as such confirms and reaffirms her obligations with respect to such documents only, and makes the certifications, representations and warranties contained in this Agreement with respect to such documents only.



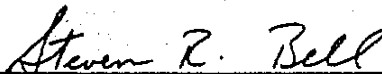
Joyce Freed

Signed and acknowledged in the presence of:



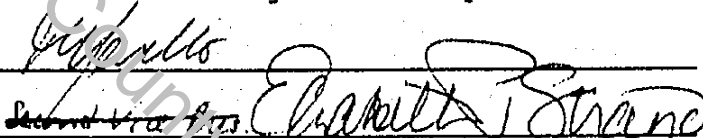
Patricia R. Peterson

THE NORTHERN TRUST COMPANY

by 

Title: Vice President

Signed and acknowledged in the presence of:



Elizabeth Strano

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 FEB -6 AM 11: 15

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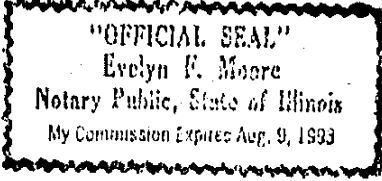
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

^{30th} The foregoing instrument was acknowledged before me this 30th day of Nov, 1989, by Corinne Bek ^{Assistant Vice President} ~~Rita Slimm Walker~~ ^{Assistant Secretary} of LaSalle National Bank, Trustee under a Trust Agreement dated October 1, 1961, and known as Trust No. 28684, on behalf of said Trustee.

Evelyn F. Moore
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



^{27th} The foregoing instrument was acknowledged before me this 27th day of November, 1989, by Joseph J. Freed, General Partner on behalf of Joseph J. Freed and Associates, an Illinois limited partnership.

Allen Butler
Notary Public
My Commission Expires 3/30/90

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

^{27th} The foregoing instrument was acknowledged before me this 27th day of November, 1989, by LAURANCE FLEET of Joseph J. Freed and Associates, Inc., an Illinois corporation, on behalf of the corporation.

Allen Butler
Notary Public
My Commission Expires 3/30/90

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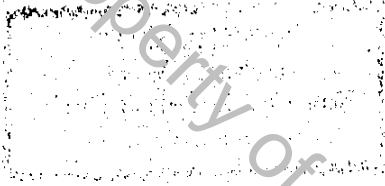
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STATE OF ILLINOIS

COURT OF COMMON PLEAS

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois.

Property of Cook County Clerk's Office



STATE OF ILLINOIS

COURT OF COMMON PLEAS

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois.

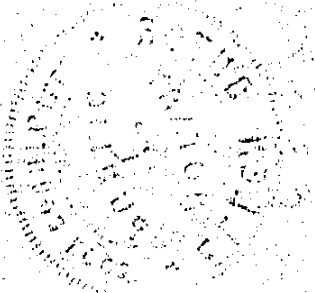
Witness my hand and seal of office this _____ day of _____ 20__.

STATE OF ILLINOIS

COURT OF COMMON PLEAS

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the Court of Common Pleas in and for the County of Cook, Illinois.

Witness my hand and seal of office this _____ day of _____ 20__.



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

^{ya}
27th day of November, 1989, by Joseph J. Freed.

[Signature]
Notary Public

my Commission
Expires 3/30/90

STATE OF ILLINOIS)
COUNTY OF COOK) SS

^{ya}
27th day of November, 1989, by Joyce Freed.

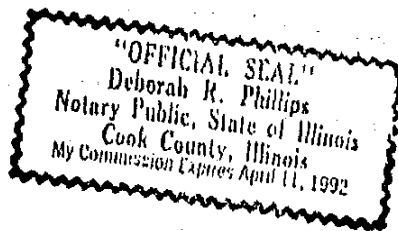
[Signature]
Notary Public

my Commission
Expires 3/30/90

STATE OF ILLINOIS)
COUNTY OF COOK) SS

^{ya}
30th day of November, 1989, by Deborah R. Phillips
V.P. of The Northern Trust Company, an Illinois
banking corporation, on behalf of the corporation.

[Signature]
Notary Public



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STATE OF ILLINOIS

vs

COUNTY OF COOK

The following instrument was acknowledged before me and

notarially certified on this day of 1987, by Joseph J. [Name]

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

The following instrument was acknowledged before me and

notarially certified on this day of 1987, by [Name]

Notary Public

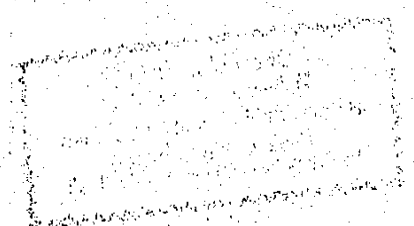
STATE OF ILLINOIS

COUNTY OF COOK

The following instrument was acknowledged before me and

notarially certified on this day of 1987, by [Name]

Notary Public



10050100

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION (ILLINOIS PROPERTY)

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 1 DEFINED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 1; THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD, SOUTH 1 DEGREE 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 79.57 FEET; THENCE SOUTH 00 DEGREE 07 MINUTES 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES 57 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF RAND ROAD, SOUTH 48 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 389.47 FEET, THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE 48.01 FEET; THENCE NORTH 48 DEGREES 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 444.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office

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11/11/11

(YD8:R099 ZIONJUI) NOIT340000 31000

THE COOK COUNTY CLERK'S OFFICE IS A PUBLIC BODY AND IS SUBJECT TO THE PROVISIONS OF THE FOIA. ANY INFORMATION REQUESTED UNDER THE FOIA WILL BE HANDLED ACCORDING TO THE POLICIES AND PROCEDURES OF THE COOK COUNTY CLERK'S OFFICE.

Property of Cook County Clerk's Office

COOK COUNTY

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EXHIBIT B

LEGAL DESCRIPTION (OHIO PROPERTY)

PARCEL I

TRACT A (Registered Land)

Situate in Section 6, Town 3, Entire Range 1, in the City of Springdale, County of Hamilton, State of Ohio, and being more particularly described as follows:

Beginning at the northwest corner of said Section 6, thence South $86^{\circ} 01' 30''$ East, along the north line of Section 6 which is also the center line of Kemper Road, 389.83 feet; thence South $4^{\circ} 33'$ West, 40 feet to the south line of Kemper Road as widened and the place of beginning for this description; thence from said beginning point, South $86^{\circ} 01' 30''$ East, along the south line of Kemper Road as widened, 688.83 feet; thence South $8^{\circ} 45'$ West, 1,277.48 feet; thence North $84^{\circ} 33'$ West, 1,842.83 feet to the east line of Princeton Pike as widened; thence North $8^{\circ} 45'$ East, along the east line of Princeton Pike as widened, 487.92 feet; thence on a curve to the right with a radius of 40.00 feet for a distance of 82.83 feet (chord of said arc bears North $45^{\circ} 45' 00''$ East a distance of 34.37 feet); thence North $8^{\circ} 45' 00''$ East 34.78 feet; thence South $89^{\circ} 15' 15''$ West, 100.69 feet; thence South $8^{\circ} 45'$ West, parallel with Princeton Pike, 21.88 feet; thence South $89^{\circ} 15'$ East, 368.31 feet; thence South $8^{\circ} 45'$ West, parallel with Princeton Pike, 68.18 feet; thence South $89^{\circ} 15'$ East, 100 feet; thence North $8^{\circ} 45'$ East, parallel with Princeton Pike, 200 feet; thence North $89^{\circ} 15'$ West, 100 feet; thence North $8^{\circ} 45'$ East, parallel with Princeton Pike, 272.22 feet; thence North $86^{\circ} 01' 30''$ West, parallel with Kemper Road, 178.59 feet; thence North $4^{\circ} 33'$ East, 320 feet to the south line of Kemper Road as widened and the place of beginning, containing 24.32882 acres.

PRIOR INSTRUMENT REFERENCE: Certificate of Title No. 133068

TRACT B (Unregistered Land)

Situate in Section 6, Town 3, Entire Range 1, in the City of Springdale, County of Hamilton, State of Ohio, and being more particularly described as follows:

Beginning at the northwest corner of said Section 6; thence South $8^{\circ} 45'$ West along the west line of said Section 6, 948.88 feet; thence leaving said section line, South $89^{\circ} 15'$ East, 350 feet to the place of beginning for this conveyance; (the east line of said Section 6 being also the center line of Princeton Pike); thence from said beginning point, South $89^{\circ} 15'$ East 100 feet; thence North $8^{\circ} 45'$ East, parallel with the west line of said Section 6, 300 feet; thence North $89^{\circ} 15'$ West, 100 feet; thence South $8^{\circ} 45'$ West, 300 feet to the place of beginning.

PRIOR INSTRUMENT REFERENCE: Deed Book 4329, Page 1528

PARCEL II (Registered and Unregistered Land)

Situate in Section 6, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the northwest corner of said Section 6, thence South $8^{\circ} 45'$ East along the west line of Section 6, 348.58 feet; thence South $86^{\circ} 01' 30''$ East, 48.00 feet to the real place of beginning; thence South $86^{\circ} 01' 30''$ East, 518.91 feet; thence South $8^{\circ} 45'$ West, 517.15 feet; thence North $89^{\circ} 15'$ West, 368.31 feet; thence North $8^{\circ} 45'$ East, 21.88 feet; thence North $89^{\circ} 15'$ West, 2.19 feet; thence North $8^{\circ} 45'$ East, 283.91 feet; thence North $89^{\circ} 15'$ West, 147.58 feet; thence North $8^{\circ} 45'$ East, 240 feet to the real place of beginning.

Said legal description having been prepared pursuant to a survey made by Wayne Shuler, Registered Surveyor #8183 and dated August, 1977, and contains 3.1881 acres, of which the following is Registered Land:

Situated in Section 6, Town 3, Entire Range 1, Springfield Township, in the City of Springdale, County of Hamilton, State of Ohio and being part of Registered Land Certificates 63643 and 63644, and being more particularly described as follows:

Beginning at the Northwest corner of Section 6; thence South $86^{\circ} 45' 30''$ West along the West line of Section 6, which is also the centerline of Princeton Pike, 389.88 feet; thence South $86^{\circ} 01' 30''$ East 48.00 feet to the real place of beginning for this description; thence continuing South $86^{\circ} 01' 30''$ East 518.91 feet to a point; thence South $86^{\circ} 45' 30''$ West 517.15 feet to a point; thence North $89^{\circ} 15' 00''$ West 368.31 feet to a point; thence North $86^{\circ} 45' 00''$ East 157.90 feet to a point; thence North $89^{\circ} 15' 00''$ West 2.19 feet to a point; thence North $86^{\circ} 45' 00''$ East 147.58 feet to a point; thence North $89^{\circ} 15' 00''$ West 147.58 feet to a point; thence North $86^{\circ} 45' 00''$ East 240.00 feet to the point of beginning.

Said legal description having been prepared pursuant to a survey made by Raymond P. Fetters, Registered Surveyor #8189 and dated November, 1976 as revised January 4, 1979, and contains 3.1793 acres.

PRIOR INSTRUMENT REFERENCE: Certificate of Title No. 119378; Deed Book 6101, Page 391

90060204

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION (ON/O PROPERTY)

1971-1972

1973-1974

1975-1976

1977-1978

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1981-1982

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