

COOK COUNTY, ILLINOIS 2 3 8 90182387
RECORDED FOR RECORD

February 20, 1990 10:51am
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PREPARED BY AND MAIL TO: Address: See Exhibit "A" attached
STEPHEN H. MALATO, ESQ. hereto and made a part hereof
222 North LaSalle Street Tax No.: See Exhibit "A" attached
Chicago, Illinois 60601 hereto and made a part hereof

THIRD MODIFICATION AGREEMENT

3900

THIS AGREEMENT made this 16th day of April, 1990 ("Date Hereof"), but effective as of December 31, 1989 ("Effective Date"), among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"), and by CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee pursuant to Trust Agreement dated June 11, 1982 and known as Trust Number 1081955, ARCHER/ASHLAND LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Archer/Ashland"), the owner of one hundred per cent (100%) of the beneficial interest thereof, LA SALLE NATIONAL BANK, not personally, but solely as trustee pursuant to Trust Agreement dated July 18, 1983 and known as Trust Number 106677, LA SALLE NATIONAL BANK, not personally but solely as trustee pursuant to Trust Agreement dated March 22, 1983 and known as Trust Number 106296, LA SALLE NATIONAL BANK, not personally, but solely as trustee pursuant to Trust Agreement dated July 20, 1983 and known as Trust Number 106678 and DODI DEVELOPMENTS, INC., a Delaware corporation ("Dodi"), the owner of one hundred per cent (100%) of the beneficial interest of the last three identified Trust Agreements (for convenience, all identified Trusts shall individually be referred to herein by their respective Trust Numbers and collectively referred to herein as "Trust", ARCHER/ASHLAND LIMITED PARTNERSHIP and DODI DEVELOPMENTS, INC. shall together be referred to herein as "Beneficiary", and Trust and Beneficiary shall collectively be referred to herein as "Borrower").

RECITALS:

A. Lender is the legal owner and holder of Note dated December 31, 1987 ("2.5 Note"), executed and delivered by Trust in favor of Lender, in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) ("Principal Balance"), which provides, among other things, for the payment of "Indebtedness" (as such term is defined in Note) as more fully provided therein.

B. 2.5 Note is secured by Mortgage and Security Agreement (Second) of even date with Note, conveying the land and improvements legally described on Exhibit "A" attached hereto and made a part hereof ("Land and Improvements"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Cook

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County Recorder's Office") as Document Number 88010976 and a duplicate original of which was recorded in the Office of the Recorder of Deeds of Will County, Illinois ("Will County Recorder's Office") as Document Number R88-01077 ("Mortgage"), and "Other Loan Documents" (as such term is defined in Mortgage) (Mortgage and Other Loan Documents collectively "Security Documents").

C. Trust, Beneficiary and Lender modified 2.5 Note and Security Documents pursuant to that certain Modification Agreement dated March 10, 1989, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 89122365, a duplicate original of which was recorded in the office of the Recorder of Deeds of Will County, Illinois as Document Number R89-12763 ("First Modification Agreement").

D. Trust, Beneficiary and Lender modified the 2.5 Note and Security Documents pursuant to that certain Second Modification Agreement dated September 30, 1989, which was executed, in four (4) counterparts and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Numbers _____ and _____, and recorded in the office of the Recorder of Deeds of Will County, Illinois as Document Number _____ (collectively "Second Modification Agreement"), which Second Modification Agreement, among other things:

- (1) ratified the terms and conditions of 2.5 Note and Security Documents;
- (2) ratified the terms and conditions of a certain Amended and Restated Promissory Note dated September 30, 1989 executed by Dodi Developments, Inc., a Delaware Corporation ("Dodi") in the amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) ("5.0 Note") and certain other documents which evidence and secure 5.0 Note;
- (3) conveyed that part of Mortgaged Premises to secure 5.0 Note; and
- (4) significantly changed the terms and conditions of Mortgage ;

D. Trust and Beneficiary have requested that 2.5 Note and Security Documents, as modified by First and Second Modification Agreements, be further modified in certain respects and Lender has agreed to modify the same upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the payments made and to be made by Trust and Beneficiary, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration,

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the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. CONSTRUCTION: This Agreement shall not be construed more strictly against Lender than against Trust and Beneficiary merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that both Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Trust, Beneficiary and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Agreement.

This Agreement shall be construed in conjunction with 2.5 Note and Security Documents. All terms used herein shall have the meanings ascribed in 2.5 Note and Security Documents, as modified by First Modification Agreement but are not those meanings set forth in Second Modification Agreement. It is acknowledged by Borrower that certain of such terms used herein were defined differently in Second Modification Agreement and, consequently, there may be inconsistencies as a result of the manner in which the Second Modification was documented. Borrower further acknowledges that in the event of any inconsistencies among the terms and provisions of 2.5 Note, 5.0 Note, Security Documents, First Modification Agreement, Second Modification Agreement and this Third Modification Agreement, Lender shall be entitled, in its sole discretion, to select the document and provision which shall control and such selection shall be binding upon Borrower.

2. WARRANTIES AND REPRESENTATIONS: Trust represents and Beneficiary warrants and represents as follows (collectively "Warranties and Representations"):

- (a) Note and Security Documents, and each of the covenants, conditions and agreements contained therein are in full force and effect and to the best knowledge of Borrower are free from all legal and equitable defenses, offsets and counterclaims;
- (b) no part of Land and Improvements is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Trust or Beneficiary;
- (c) the only parties entitled to possession of Land and Improvements, or any part thereof, are Trust, Beneficiary and tenants pursuant to the leases identified on the rent roll attached hereto and made a part hereof as Exhibit "B" ("Leases");
- (d) real estate taxes assessed against Land and Improvements has been paid in full through 1988; and

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- (e) to the best knowledge after diligent inquiry, there are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Trust or Beneficiary the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to Note and Security Documents.

3. ACKNOWLEDGMENT OF AMOUNTS DUE AS OF EFFECTIVE DATE AND DATE HEREOF: As of Effective Date, the amount of Principal Balance owed Lender pursuant to 2.5 Note is TWO MILLION ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED NINETY AND 27/100 DOLLARS (\$2,164,990.27).

4. MODIFICATIONS: As of Effective Date, 2.5 Note and Security Documents are modified to provide for a Maturity Date of December 31, 1990 in lieu of the present Maturity Date of December 31, 1982 and Indebtedness evidenced by 2.5 Note, if not sooner paid, shall be due and payable on December 31, 1990.

5. ADDITIONAL PROVISIONS: Concurrently with the execution hereof:

- (a) Beneficiary shall deliver to Lender satisfactory endorsements to Loan Policy insuring the continued validity and priority of the lien of Mortgage, following the recording of this Agreement (subject only to the matters set forth on Schedule B of Loan Policy and to Leases), confirming all endorsements thereto;
- (b) Beneficiary shall pay all title and recording charges and other costs and expenses (including attorneys' fees) incurred by Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof.
- (c) A default in the terms and provisions of 5.0 Note or the documents which evidence and secured 5.0 Note shall be considered a default of 2.5 Note and Mortgage.

6. JOINT AND SEVERAL OBLIGATIONS: All obligations of Trust and Beneficiary pursuant hereto shall be joint and several and may be fully enforced against either Trust or Beneficiary in legal proceedings without any requirement that the other party be joined as a party defendant in such proceedings.

7. FAILURE OR DELAY: No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder

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preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement, Note and Security Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Trust or Beneficiary, in any instance, shall, in itself, entitle Trust or Beneficiary to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

8. **EFFECTIVENESS:** This Agreement shall become effective on Effective Date, concurrently with the execution and delivery hereof by Lender, Trust and Beneficiary.

9. **ENTIRE AGREEMENT:** Trust, Beneficiary and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement, Note and Security Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Trust, Beneficiary and Lender with respect to the indebtedness evidenced by Note and, except to the extent modified herein, the provisions of Note and Security Documents, as modified by First Modification Agreement and Second Modification Agreement, are hereby ratified and confirmed.

This Third Modification Agreement is executed by Trust, not personally but solely as trustee under the terms of the aforesaid Trust Agreements, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trust hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

- (1) Nothing contained in Note or Security Documents shall be construed as establishing any personal liability upon Trust, personally, to pay Indebtedness or to perform any of the terms, covenants, conditions and agreements therein contained, all such personal liability being hereby expressly waived by Lender; Lender's only recourse against Trust being against Mortgaged Premises and other property given as security for the payment of Indebtedness ("Other Security"), in the manner herein, in Note and Security Documents and by law provided.
- (2) In the event of the occurrence of a Monetary Default or Non-Monetary Default or upon the maturity of Indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Lender shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Note and Security Documents.

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(3) Except as in Note and Security Documents provided, Lender shall look solely to Mortgaged Premises, Other Security and the foreclosure of the lien of Mortgage or the realization on the security of Security Documents and no deficiency judgment for Indebtedness (following the application of Mortgaged Premises, Other Security and the proceeds thereof) shall be instituted, sought, taken or obtained against Trust or any successor in title to Trust, PROVIDED THAT nothing contained herein shall be deemed to prejudice the rights of Lender to recover from Beneficiary and others, except Trust:

- a). all losses, damages, costs and expenses (including attorney fees) suffered by Lender as a result of fraud or material misrepresentation made by Beneficiary or a breach of Beneficiary's warranty and representation contained in any document delivered to Lender by or at the request of Borrower or as a result of the intentional or negligent waste of Mortgaged Premises;
- b). all rents, revenues, issues and profits from Mortgaged Premises received by Borrower during the period of any Monetary Default or Non-Monetary Default or after acceleration of Indebtedness and not applied to the payment of the indebtedness secured by Superior Mortgages, the Indebtedness or the normal operating expenses of Mortgaged Premises;
- c). all rents from Mortgaged Premises collected more than one (1) month in advance by Borrower which are not earned at the time of the occurrence of any Monetary Default or Non-Monetary Default and which are not applied to the payment of the indebtedness secured by Superior Mortgages, the Indebtedness or the normal operating expenses of Mortgaged Premises;
- d). all "Proceeds" and "Awards" paid to Borrower (as such terms are defined in Mortgage) which are not applied in accordance with the provisions of Loan Papers, the terms and provisions of Superior Mortgages or the terms and provisions of Lease Agreements;
- e). any and all of Lender's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about Mortgaged Premises of any "Hazardous Substances" (as such term is defined in Mortgage).

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Nothing contained herein or in Note and Security Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Lender to enforce its remedies pursuant hereto and to Note and Security Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Lender, Beneficiary and Trust have caused this Second Modification Agreement to be signed by their respective duly authorized officers and General Partners have executed this Assignment on the day and year first above written.

Lender: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: Stephen V. King
Title: President

ATTEST:

By: [Signature]
Title: Commercial Banking Officer

Borrower: CHICAGO TITLE AND TRUST COMPANY, not personally but solely as trustee of Trust Agreement dated June 11, 1982 and known as Trust No. 1081955

By: [Signature]
Title: ASSL VICE PRESIDENT

ATTEST:

[Signature]
Title: ASSL SECRETARY

LA SALLE NATIONAL BANK, not personally but solely as trustee of Trust Agreement dated July 18, 1983 and known as Trust No. 106677

By: [Signature]
Title: VICE PRESIDENT

ATTEST:

[Signature]
Title: ASSISTANT SECRETARY

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LA SALLE NATIONAL BANK, not personally but solely as trustee of Trust Agreement dated March 22, 1983 and known as Trust No. 106296

By: [Signature]
Title: VICE PRESIDENT

ATTEST:

[Signature]
Title: ASSISTANT SECRETARY

LA SALLE NATIONAL BANK, not personally but solely as trustee of Trust Agreement dated July 20, 1983 and known as Trust No. 106678

By: [Signature]
Title: VICE PRESIDENT

ATTEST:

[Signature]
Title: ASSISTANT SECRETARY

DODI DEVELOPMENTS, INC., a Delaware Corporation

By: [Signature]
Title:

ARCHER/ASHLAND LIMITED PARTNERSHIP, an Illinois Limited Partnership

BY: DODI DEVELOPMENTS, INC., a Delaware corporation, general partner

By: [Signature]
Title:

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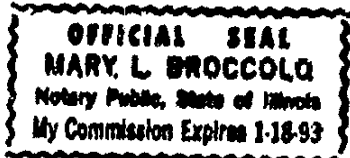
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Broccoli a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen V. Kirk, vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank") and Timothy G. Lema, officer of said Bank 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of April, 1990.



Mary L. Broccoli
Notary Public

My Commission Expires: 1-18-93

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MARY L BROCCOLO
OFFICIAL SEAL

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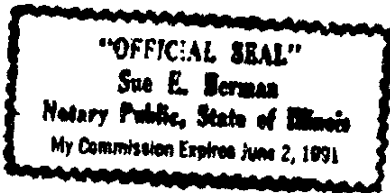
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Dannick D. Melts, of DODI DEVELOPMENTS, INC., a Delaware corporation ("Corporation") and _____ thereof, 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 the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April 1990.

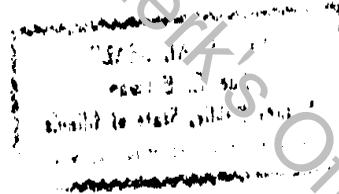
Sue E. Berman
Notary Public

My Commission Expires _____.



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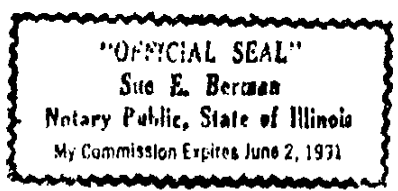
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Demetri D. Matisoff, of DODI DEVELOPMENT, INC., a Delaware corporation ("Corporation"), as general partner of ARCHER/ASHLAND LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Partnership"), and _____, _____ thereof, 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 the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation and Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April, 1990.
Sue E. Berman
Notary Public

My Commission Expires _____.



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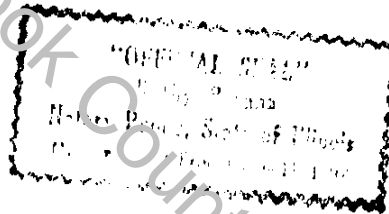
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that JOSEPH W. LAKE, of LA SALLE NATIONAL BANK ("Bank"), and Rosemary Collins, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such JOSEPH W. LAKE, and ROSEMARY COLLINS, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of April, 1990.

Kathryn Paesona
Notary Public

My Commission Expires _____.



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CONSENT TO LOAN MODIFICATION AGREEMENT

The prompt payment of the Indebtedness evidenced by the 2.5 Note and the prompt performance of the terms, covenants and conditions of the 2.5 Note, Mortgage, Other Loan Documents, First Loan Modification and Second Loan Modification Agreement described in the Third Loan Modification Agreement to which this Consent is attached were guaranteed by the undersigned pursuant to the terms and conditions of a continuing unconditional Guaranty and Personal Liability Agreements and other guaranty and security documents which include, among other things, a pledge ("Stock Pledge") by Dominick DiMatteo, Jr. of 66,000 shares of Series A Non-Cumulative Preferred Stock of Dodi Inc., a Delaware corporation (collectively "Guarantys") executed by the undersigned. The undersigned hereby consent to the execution of the Third Loan Modification Agreement, agree that the Guarantys and Stock Pledge shall be unaffected by such execution and hereby ratify and confirm the terms and conditions of Guarantys and Stock Pledge.

IN WITNESS WHEREOF, Dodi Development, Inc., Dominick DiMatteo, Jr. and Archer/Ashland Limited Partnership, an Illinois Limited Partnership, have signed this Consent to Loan Modification Agreement this 16th day of April, 1990.

ARCHER/ASHLAND LIMITED
PARTNERSHIP, an Illinois
Limited Partnership

By: DODI DEVELOPMENTS, INC.,
a Delaware Corporation,
general partner

By: Dominick DiMatteo, Jr.
Title:

DODI DEVELOPMENTS, INC.,
a Delaware corporation

By: Dominick DiMatteo, Jr.
Title:

DOMINICK DIMATTEO, JR.

Dominick DiMatteo, Jr.

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

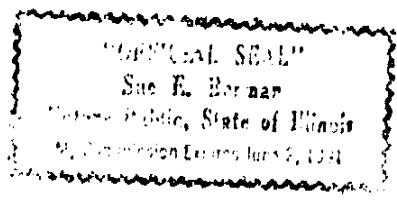
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Dominick D. Mattina of DODI DEVELOPMENTS, INC., a Delaware corporation ("Corporation"), as general partner of ARCHER/ASHLAND LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation and Partnership, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 15th day of April, 1990.

Sue E. Bernar

Notary Public

My Commission Expires _____



Notary Public of Cook County Clerk's Office

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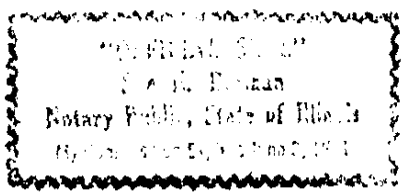
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that DOMINICK DIMATTEO, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April, 1990.

Lee E. Berman Notary Public

My Commission Expires _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

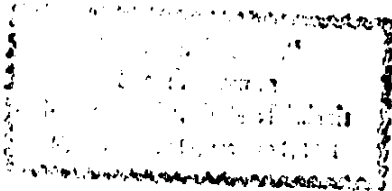
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Demetrius Dimatteo, Jr. of DODI DEVELOPMENTS, INC., a Delaware corporation ("Corporation"), personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, an as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of April, 1990.

Sue Berman

Notary Public

My Commission Expires _____.



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1.

Permanent Tax Index No.: 17-29-318-001
17-32-100-003
17-32-100-009
17-32-100-010
17-32-101-001
17-32-101-028

Common Address: The South East Corner of
Archer and Ashland Avenue,
Chicago, Illinois

THAT PART OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTIONAL SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) WHICH IS 425.80 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET (85 FEET WIDE); THENCE EAST ALONG THE SOUTH LINE AND ITS EASTERLY EXTENSION OF LOT 8 OF DECRETS' SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 32 (SAID LINE BEING ALSO DESCRIBED AS BEING PARALLEL TO THE NORTH LINE OF WEST 33RD STREET EXTENDED EASTERLY AND 425.80 FEET THEREFROM) FOR A DISTANCE OF 961.64 FEET TO THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY ALONG THE PRESENT WESTERLY WOOD DOCK LINE OF THE SAID SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF ARCHER AVENUE (87 FEET WIDE); THENCE WESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF ARCHER AVENUE A DISTANCE OF 448.08 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG THE SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 89.87 FEET TO EASTERLY LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE); (SAID POINT HEREINAFTER REFERRED TO AS POINT A); THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 774.45 FEET TO THE PLACE OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 165.95 FEET SOUTH OF POINT A AFORESAID; THENCE SOUTH ALONG SAID WEST LINE OF SAID TRACT 220.0 FEET; THENCE EAST AT RIGHT ANGLES THERETO 145.0 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 220.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 145.0 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel #.2

Permanent Tax Index No.: 09-20-400-036

Common Address: Oakton and Lee Streets,
Des Plaines, Illinois

LOT 1 IN THE OAKS SHOPPING CENTER SUBDIVISION OF THE THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 THEREOF (EXCEPT FROM THE NORTHERLY 300 FEET OF THE WEST 350 FEET AND EXCEPT THAT PART TAKEN AND USED FOR OAKTON AND LEE STREETS) IN COOK COUNTY, ILLINOIS

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel B.3

Permanent Tax Index Nos.: 02-15-226-001
02-15-226-002
02-15-226-003

Common Address: The Corner of Lilly Cache Lane and
Route 53, Bolingbrook, Illinois

LOT 1 IN DODI'S SUBDIVISION, BEING A SUBDIVISION OF PART OF
THE SOUTH EAST 1/4 OF NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED SEPTEMBER 7, 1984 AS DOCUMENT NO. 884-275451

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF LOT 1 IN DODI'S SUBDIVISION
FOR PEDESTRIAN AND VEHICULAR USE OVER ALL OF THE COMMON AREAS AS
CREATED AND DESCRIBED IN RECIPROCAL GRANT OF EASEMENTS FROM THE CARDIFF
CORPORATION, A NEW YORK CORPORATION TO LA SALLE NATIONAL BANK, AS
TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1983 AND KNOWN AS TRUST
NUMBER 106477 RECORDED AUGUST 16, 1986 AS DOCUMENT NO. 884-24801, BEING
SITUATED ON THE FOLLOWING TWO TRACTS OF LAND:

TRACT 1: THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF
SECTION 18, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE
NORTH LINE OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 DISTANT 234.40
FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 OF THE NORTH
EAST 1/4; THENCE SOUTH 00 DEGREES 01 MINUTES 16 SECONDS EAST PARALLEL
WITH THE CENTERLINE OF STATE ROUTE 53 A DISTANCE OF 357.45 FEET TO A
POINT; THENCE SOUTH 77 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF
13.93 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 10 SECONDS
EAST PARALLEL WITH THE CENTERLINE OF STATE ROUTE 53 A DISTANCE OF 10.00
FEET TO A POINT; THENCE SOUTH 09 DEGREES 30 MINUTES 31 SECONDS WEST
PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4 A DISTANCE OF
566.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 502.00 FEET OF SAID

SOUTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE NORTH 03 DEGREES 02
MINUTES 17 SECONDS EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 370.46
FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH
EAST 1/4; THENCE NORTH 89 DEGREES 31 MINUTES 09 SECONDS EAST ON THE
LAST DESCRIBED LINE A DISTANCE OF 579.46 FEET TO THE POINT OF
BEGINNING, IN WILL COUNTY, ILLINOIS

TRACT 2: THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF
SECTION 18, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE
NORTH LINE OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 107.60 FEET WEST
OF THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID NORTH EAST 1/4,
SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF STATE ROUTE 53 AS PER
CIRCUIT COURT CASE NO. 8796 275 80; THENCE SOUTH 00 DEGREES 01 MINUTES

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EXHIBIT "A"

(CONTINUED)

18 SECONDS EAST PARALLEL WITH THE CENTERLINE OF STATE ROUTE 53 A DISTANCE OF 329.61 FEET TO A POINT; THENCE SOUTH 77 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 130.04 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST PARALLEL WITH THE CENTERLINE OF STATE ROUTE 53 A DISTANCE OF 337.45 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE NORTH 09 DEGREES 31 MINUTES 09 SECONDS EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 126.60 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF LOT 1 IN BODD'S SUBDIVISION TO CONSTRUCT, INSTALL AND MAINTAIN A STORM SEWER AS CREATED IN DOCUMENT RECORDED AUGUST 20, 1984 AS DOCUMENT NO. 884-24801 FROM THE CARDIFF CORPORATION, A NEW YORK CORPORATION TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 13, 1983 AND KNOWN AS TRUST NUMBER 106477, ITS SUCCESSORS, ASSIGNS AND TENANTS, UNDER A TEN FOOT WIDE STRIP OF LAND, THE CENTERLINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DISTANT 333.45 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE SOUTH 05 DEGREES 41 MINUTES 36 SECONDS EAST A DISTANCE OF 503.37 FEET TO A POINT ON THE EAST LINE OF THE WEST 308.00 FEET OF SAID SOUTH EAST 1/4 OF THE NORTH EAST 1/4 DISTANT 375.46 FEET SOUTH OF THE NORTH LINE THEREOF, IN WILL COUNTY, ILLINOIS.

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 4.

Permanent Tax Index No.: 24-23-409-008

Common Address: 115th Street and Kedzie Avenue,
Marionette Park, Illinois

LOT 1 IN DCDI SUBDIVISION NO. 1 BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT FROM CHICAGO CEMETERY CORPORATION, A CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 20, 1983 AND KNOWN AS TRUST NUMBER 108678 DATED OCTOBER 10, 1983 AND RECORDED JANUARY 6, 1984 AS DOCUMENT 28920187 FOR THE RIGHT TO CONSTRUCT OPERATE AND REPAIR A WATER SUPPLY LINE OVER THE SOUTH 10.0 FEET OF THE NORTH 898.0 FEET OF THE WEST 830.0 FEET OF THE EAST 880 FEET OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TENANT - TENANT
NUMBER NAME

UNIT UNIT
NO. SIZE EXPIR
DATE

EXHIBIT "B" LEASES 2 3 8 7

61001	Payless Shoe	01339	21	3000	09-31-96
61002	Fashion Bug	0541	1720	8000	01-31-87
61003	Perry Auto Works	0358	82	6000	10-31-01
61004	Donatelli's	0100	01	70000	08-01-06
61005	Hot Max		14	2000	01-31-92
61006	Blana's/YEB		1112	3200	12-31-91
61007	Hollar Store		09	1800	00-00-00
61010	REXCO Enterprises		17	3000	11-30-91
61011	Kid's Mart	012219	1516	2500	10-31-96
61012	Goldfinger Jewelers		08	1600	11-30-91
61013	T.Y. Men's Fashions		12	1600	11-30-91
61014	Baron Paint & Homecare		22	10000	01-31-97
61015	M & B Block	011363	A2	1200	01-31-92
61016	Buddha's Chop Broy		A6	1200	04-30-92
61017	Faally Pride Cleaners		04	4000	06-30-92
61018	Brenner's	012-129	A8	970	05-30-92
61019	Fannie Ray	0176	A1	1200	02-28-91
61020	Fantastic Sam's		A2	1200	07-31-92
61021	Mr. Philly's		A7	1430	02-28-98
61022	Eral's Video	0511	B, 6 7	4800	01-31-93
61023	Miami Optical		0445	2680	07-31-91
61024	Bi-It-Rite, Inc.		10	1800	04-30-94

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TRIDENT DEVELOPMENTS

RENT ROLL - PRESENT AND DELINQUENT

02-08-90 PAGE 1

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EXHIBIT "B" LEASES

TENANT NUMBER	TENANT NAME	UNIT NO.	UNIT SIZE	OPTIONS
60301	Bastin Robbins	6509	15 960	(1) 5YR
60302	Donnick's	8103	01 63000	(6) 5YR
60303	Fashion Bug	8446	02 7150	None
60304	Johnn Fabrica	0911	04 3000	(2) 5YR
60305	Perry Auto Works	8244	13 6000	None
60306	Fabricare Cleaners		14 1100	(2) 5YR
60307	Little Caesar's		22 1200	(1) 5YR
60308	Payless Shoe	82345	07 3000	(2) 5YR
60309	Hair Performers		08 1600	None
60310	Eyeful Tower Optical		05 1600	(1) 5YR
60311	Max Coin Laundry		12 2400	(1) 5YR
60312	U-Mart	1617	1200	None
60313	Balden Chopsticks Rest		11 2640	(1) 5YR
60314	Peak Fitness/OUT	19201	3600	(1) 3YR
60316	Potpourri		09 1600	Exercised
60318	Suburban Floral	2324	1870	(1) 5YR
60319	First United Realtors		7 2400	(1) 3YR
60320	Kid's Mart	812361	6A 2000	(1) 5YR
60321	Print Shack		17 1200	(1) 5YR
60322	Mercury Photo/OUT		18 1200	None
60323	Currency Exchange	6 B	1129	(1) 5YR
60324	Nov's Red Mats		20 1200	(1) 5YR
60325	AVCO Financial Service		19 1200	None
60326	Puppy Love Pet Center		10 1600	(1) 3YR
60327	Lock-Tech		21 1200	(1) 5YR
60330	Muana, Inc.	A	3450	None

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EXHIBIT "B" LEASES

TENANT NUMBER	TENANT NAME	UNIT NO.	UNIT SIZE	OPTIONS :
60201	Dominick's #102	01	63000	(4) 5YR
60202	JoAnn Fabrics #912	04	3600	(2) 5YR
60203	Perry Auto Works #345	09	5915	(2) 5YR
60204	Volune Shoe #2462	02	3000	(2) 5YR
60205	Wolice Haircare #432	06	1500	(1) 5YR
60206	Little Caesar's #3947	6A	1500	(1) 5YR
60207	Bane's Hallmark	05	3000	(2) 5YR
60208	Snookums Smart Shop	03	2200	(2) 3YR
60209	Fashion Bug Plus #939	7	4000	None

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EXHIBIT NUMBER	TENANT NAME	UNIT NO.	UNIT SIZE	EXPIR DATE
60101	Hedley Haircare 8420	B6	1200	01-31-95
60102	Brosler's Ice Cream	A10	1000	03-31-95
60103	Dominick's 8101	1	60048	11-30-94
60104	Fashion Bug 8291	B15	8000	01-31-95
60105	1st Natl Bk Des Plaines	ATM	3320	05-31-95
60107	John Fabrica 2295	B12	2000	12-31-94
60108	Shades Of Brass/DUT	B13	0	03-31-90
60109	Volvo Shop 82463	B5	3000	12-31-94
60110	Katherine's Nailcare	B14	2675	03-31-95
60111	Sub Cleaner's	B2	1100	06-30-95
60112	Lion Photo	B10	1700	06-30-95
60113	Shoe Works 8756/DUT	B11	2550	12-31-95
60114	Radio Shack 86493	A7	2000	09-30-95
60115	Lorch Bros. Flowers	B1	900	10-31-93
60116	Travel Agents Int'l	B5	1200	11-30-90
60118	Bonus Collectors	B9	3200	11-31-90
60119	H & R Block	A8	0	04-30-90
60120	RENCO Enterprises	A6	2000	11-30-91
60121	Kid's Mart 812221	B10A	2880	10-31-90
60122	Lisa Richinger/DUT	B4	0	09-09-00
60123	H & R Block 811782	A9	1625	04-30-91
60124	Mavalisa Buntan/DUT	B7	1500	03-31-89
60125	Sylvan 89034/DUT	A8	2250	03-31-89
60126	Little Caesar's 8620	B8	1500	05-31-91
60127	Let's Celebrate	B16	3200	07-31-92
60128	Blockbuster Video 8219	A1,2	6570	08-31-93
60129	Pack 'N Post	B 4	1450	09-31-93
60130	Trak Auto 8295	B17	8100	08-31-94
60131	Subway Sandwiches 8484	B18	1000	08-31-94

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