

CMB 11/14/90

JJT 12/14/90; 12/28-31/90; 1/21/91; 2/1/91;
2/8/91; 3/20/91; 4/23/91; 6/13/91; 8/6/91 1991 AUG 16 PM 12:42

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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of June 1, 1988, by and between AETNA LIFE INSURANCE COMPANY, a Connecticut corporation having an address in care of Aetna Realty Investors, Inc., 242 Trumbull Street, Hartford, Connecticut 06156 (the "Lender"), and LA SALLE NATIONAL TRUST, N.A., Successor Trustee to La Salle National Bank, a national banking association, not personally but solely as trustee (the "Trustee") under Trust Agreement dated March 21, 1979 and known as Trust Number 101568 (the "Trust").

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RECITALS:

WHEREAS, Trustee owns fee simple title to certain real property and improvements thereon commonly known as 1800 East Golf Road, Schaumburg, Cook County, Illinois, being legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Lender has heretofore made a loan (the "Loan") to Trustee, as evidenced by that certain Promissory Note No. 1 (the "Note") dated April 15, 1980, in the original principal amount of Thirty One Million and No/100 Dollars (\$31,000,000.00), executed by Trustee and payable to the order of Lender; and

WHEREAS, the Note is secured by, among other things, (i) that certain First Mortgage, Assignment of Rents and Security Agreement (the "First Mortgage") dated April 15, 1980, executed by Trustee for the benefit of Lender, recorded against the Property on June 18, 1980, as Document No. 25489773 in the Office of the Recorder of Deeds of Cook County, Illinois, which First Mortgage is supplemented by that certain Supplemental Mortgage (the "Supplemental Mortgage") dated November 25, 1981, executed by Trustee for the benefit of Lender, recorded against the Property on November 25, 1981, as Document No. 26070574 and re-recorded November 30, 1981, as Document No. 26072949 in the Office of the Recorder of Deeds of Cook County, Illinois (the First Mortgage and the Supplemental Mortgage are hereinafter sometimes referred to collectively as the "Mortgage"), and (ii) that certain First Assignment of Rents and Leases (the "Assignment") dated April 15, 1980, executed by Trustee for the benefit of Lender, recorded against the Property on June 18, 1980, as Document No. 25489774 in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, 1800 Partners Limited Partnership, an Illinois limited partnership and the sole beneficiary of the Trust (the "Beneficiary"), desires to

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renovate the Property as well as parts and portions of the entire estate, property and interest conveyed in the Mortgage to the Mortgagee, all of which is hereinafter sometimes referred to as the "premises", and Lender has agreed to increase the amount of the Loan and the face value of the Note by Six Million Fourteen Thousand One Hundred and No/100 Dollars (\$6,014,100.00) in order to finance a portion of the costs of such renovation; and

WHEREAS, Lender and Trustee desire to amend and modify the Note, the Mortgage, and the Assignment (together with other documents evidencing, securing or pertaining to the Loan, hereinafter sometimes referred to collectively as the "Loan Documents") to reflect the increase in the Loan and certain other agreements of Lender and Beneficiary as more particularly hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Trustee hereby agree as follows:

1. Acknowledgements. Lender and Trustee hereby acknowledge and agree as follows:

(a) The maturity date of the Note is December 1, 2001, on which date the outstanding principal balance of the Note, together with all accrued and unpaid interest thereon, shall be due and payable in full.

(b) The outstanding principal balance of the Note as of the date hereof is Thirty Million Four Hundred Nine Thousand Three Hundred Thirty and No/100 Dollars (\$30,409,329.87).

2. Modification of Note. The Note is hereby modified by deleting the first thirteen (13) paragraphs thereof through and including the last full paragraph on page 4 of said Note, and the last full paragraph just prior to the signature on page 5 thereof, and replacing such paragraphs with the following language:

"FOR VALUE RECEIVED, the undersigned, LA SALLE NATIONAL TRUST, N. A., Successor Trustee to La Salle National Bank, a national banking association, not personally but solely as trustee (hereinafter referred to as "Maker") under trust agreement dated March 21, 1979 and known as Trust No. 101568 (the "Trust"), promises to pay to the order of AETNA LIFE INSURANCE COMPANY, a Connecticut corporation (together with any subsequent holders hereof, the "Holder"), at its office at c/o Aetna Realty Investors, Inc., 242 Trumbull Street, Hartford, Connecticut 06156, or at such other

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place as Holder may from time to time designate in writing, the principal sum of

THIRTY-SEVEN MILLION FOURTEEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$37,014,100.00)

including so much of the amount of Six Million Fourteen Thousand One Hundred and No/100 Dollars (\$6,014,100.00) of new and additional funds as may be advanced by Holder to Maker pursuant to the terms of the Mortgage, together with interest on the outstanding principal balance hereof, as such principal balance may be increased from time to time by the Deferred Interest Amount (as hereinafter defined), at the rate or rates provided below. All amounts payable under this Note shall be paid in lawful money of The United States of America which shall be legal tender for payment of public and private debts at the time of payment.

"The initial Thirty One Million and No/100 Dollars (\$31,000,000.00) disbursed under this Note outstanding from time to time (the "Original Loan Amount") and the Deferred Interest Amount outstanding from time to time shall bear interest, as to the Original Loan Amount, from and including the date of disbursement thereof, and as to the Deferred Interest Amount, from and including the date any such Deferred Interest Amount is added to the outstanding principal balance as hereinafter provided for, until the same shall have been paid in full (including any period of time occurring after judgment), at the Contract Rate (as hereinafter defined), or at such higher rate as may be in effect pursuant to this Note after maturity or after the occurrence of any default. The balance of the face amount of this Note in the amount of Six Million Fourteen Thousand One Hundred and No/100 Dollars (\$6,014,100.00) (the "Additional Loan Amount") outstanding from time to time shall bear interest, from and including the date of disbursement thereof until the same shall have been paid in full (including any period of time after judgment), at the Secondary Rate (as hereinafter defined), or at such higher rate as may be in effect pursuant to this Note after maturity or after the occurrence of any default. As used herein, "Contract Rate" shall mean an annual rate of interest of twelve percent (12%) from and including the date hereof through and including November 30, 1981, and an annual rate of interest of ten and 625/1000 percent (10.625%) from and including December 1, 1981 (the "Conversion Date"), and "Secondary Rate" shall mean an annual rate of interest of ten percent (10%). Interest shall be computed on the basis of a 360-day year of twelve (12) 30-day months.

"The principal sum of the Original Loan Amount advanced from time to time hereunder shall be payable in the following manner: monthly installments of interest only at the Contract Rate shall be paid, commencing on May 1, 1980, and continuing on the first day of each succeeding calendar month to and including December 1, 1984, and thereafter, level payments of principal and interest in the amount of Two Hundred Eighty-Six Thousand Four Hundred Ninety-One and 67/100 Dollars (\$286,491.67) shall be due and payable monthly, commencing January 1, 1985, and continuing on the first day of each calendar month thereafter through and including June 1, 1988. Such payments shall be applied first to accrued and unpaid interest on the Original Loan Amount, and any balance shall be applied to reduce the principal of the Original Loan Amount.

"Commencing July 1, 1988, and continuing on the first day of each calendar month thereafter through and including November 1, 2001 (each such date of payment being hereinafter referred to as an "Interest Payment Date"), interest only on the Original Loan Amount shall be due and payable monthly in arrears, as follows:

(a) For the period commencing July 1, 1988, and ending January 1, 1990, Maker shall pay to Holder at the time of execution and delivery of the instrument incorporating these provisions in the Note, in respect of interest earned with respect to the Original Loan Amount at the Contract Rate from and including June 1, 1988 to and including December 31, 1989 and otherwise payable during the period commencing July 1, 1988 and ending January 1, 1990, the aggregate amount of Three Million Eight Hundred Fifty-three Thousand Three Hundred Twenty and No/100ths Dollars (\$3,853,320.00) and the unpaid balance of such interest earned during the period from and including June 1, 1988 to and including December 31, 1989 at the Contract Rate (in the total amount of One Million Two Hundred Sixty-two Thousand Four Hundred Sixteen and No/100ths Dollars (\$1,262,416.00) shall be added to the principal balance of this Note as of January 1, 1990.

(b) On each Interest Payment Date during the period commencing February 1, 1990, and ending November 1, 2001, Maker shall pay to Holder, in respect of

interest earned at the Contract Rate on the Original Loan Amount during the preceding calendar month, that portion of such interest that would have been payable on such Interest Payment Date had interest been calculated at the Pay Rate (as hereinafter defined), and the unpaid balance of such interest earned at the Contract Rate shall be added to the principal balance of this Note as of the Interest Payment Date on which such unpaid interest would otherwise have been payable. Notwithstanding any other provision of this Note, Maker's failure to pay on each Interest Payment Date the interest amount at the Pay Rate provided for in this clause (b) shall be a default under this Note entitling the Holder, after notice as hereinafter provided for, to all the remedies for default hereinafter provided for.

(c) On each Interest Payment Date during the period commencing February 1, 1990, and ending November 1, 2001, interest earned at the Contract Rate on all unpaid amounts of interest earned at the Contract Rate which were not paid and which were added to principal during the preceding calendar month, shall be added to the principal balance of this Note.

(d) On the date of execution and delivery of the instrument incorporating these provisions in the Note, Maker shall pay to Holder any and all amounts then due on any prior scheduled payment date under the Note as modified and amended by this instrument, to the extent such amounts have not previously been paid by Maker.

The aggregate amount of all interest from time to time added to the principal balance of this Note pursuant to clauses (a), (b) and (c) above is referred to herein as the "Deferred Interest Amount," and, unless sooner paid, shall be due and payable in full on the earlier to occur of (i) the Maturity Date, and (ii) any prepayment in full of this Note.

"As used herein, the term "Pay Rate" shall mean and refer to:

(a) seven percent (7%) per annum from and including January 1, 1990, through and including December 31, 1990;

(b) five percent (5%) per annum from and including January 1, 1991, through and including December 31, 1993;

(c) six and 5/10 percent (6.5%) per annum from and including January 1, 1994, through and including December 31, 1994;

(d) ten and 1/10 percent (10.1%) per annum from and including January 1, 1995, through and including December 31, 1995;

(e) ten and 5/10 percent (10.5%) per annum from and including January 1, 1996, through and including December 31, 1996; and

(f) ten and 6/10 percent (10.6%) per annum from and including January 1, 1997, through and including the day prior to the Maturity Date.

"It is expressly acknowledged and agreed that the aggregate unpaid Deferred Interest Amount outstanding from time to time shall not be included in the Original Loan Amount for purposes of calculating the amount of interest payable at the Pay Rate.

"The Additional Loan Amount shall be disbursed as provided in the Mortgage (as hereinafter defined). Interest on the Additional Loan Amount from time to time outstanding shall accrue at the Secondary Rate, and on each Interest Payment Date an amount equal to the interest earned on the Additional Loan Amount shall be added to the principal balance of the Additional Loan Amount. The unpaid and outstanding Additional Loan Amount, together with all accrued and unpaid interest thereon (whether or not such unpaid interest has been added to the principal balance of the Additional Loan Amount), shall be due and payable in full on the earlier to occur of (i) the Maturity Date, and (ii) any prepayment in full of this Note.

"The outstanding principal balance of this Note (including, without limitation, the Original Loan Amount, the unpaid principal balance of the Additional Loan Amount, and the Deferred Interest Amount), together with all accrued and unpaid interest thereon and all other amounts payable hereunder, shall be due and payable in full on December 1, 2001 in immediately available funds received by the

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Holder at the place then designated for payment by the Holder and at a time reasonably permitting the Holder to reinvest said funds on the same day when received (the "Maturity Date"). All payments made under this Note shall be made in immediately available funds. Any payments under this Note received by the Holder at the place of business of holder's designated recipient for payment after 2 o'clock P.M. (recipient's time) on any business day shall be deemed to be received on the next business day. **THIS IS A BALLOON NOTE. ON THE MATURITY DATE, A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY AMOUNTS REQUIRED HEREUNDER.**

"This Note and the performance of Maker's obligations hereunder is secured by, among other things, (i) the lien of that certain First Mortgage, Assignment of Rents and Security Agreement dated April 15, 1980, executed by Maker for the benefit of Holder (together with all amendments and supplements thereto and modifications thereof, the "Mortgage"), against certain real property more particularly described therein (the "Property"), and (ii) that certain First Assignment of Rents and Leases dated April 15, 1980, executed by Maker for the benefit of Holder (together with all amendments and supplements thereto and modifications thereof, the "Assignment").

"In addition to the scheduled installments of principal and interest provided for herein, Maker shall pay to Holder, not more than seventy-five (75) days after the end of each calendar quarter commencing with the quarter which ends on March 31, 1991, all "Available Cash Flow" from the premises as calculated from financial results from such quarter (the "Applicable Quarter"). As used herein, "Available Cash Flow" shall mean Profit (as defined in that certain Management Agreement dated as of April 15, 1980, by and between Trustee, as owner, and Hyatt Corporation, as manager, which, together with all amendments thereto and modifications thereof, is hereinafter referred to as the "Management Agreement") for the applicable period less (without duplication of any amounts taken into account in determining Profit) the following deductions for the applicable period: (i) the Revised Management Fee (as defined in the Management Agreement), (ii) capital expenditures, other than those paid out of monies available in the Fund for Replacement of and Additions to Furnishings and Equipment (as defined in the Management Agreement and hereinafter referred to as the "FFE Fund") and those financed with the proceeds of this Note, (iii) reasonable reserves (subject to the limitations upon such reserves as provided for in the Management Agreement) to pay foreseeable future expenses in excess

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of Profit, including, without limitation, reserves for real estate taxes and assessments as well as the FFE Fund, (iv) audit, legal, and other professional fees (including, without limitation, fees and disbursements for contesting real estate taxes and assessments), (v) amounts of accrued and unpaid interest on the outstanding principal balance of the Original Loan Amount at the Pay Rate actually paid by Maker and its permitted successors and assigns during, and applicable to, the applicable period, and (vi) state and local taxes respecting the use of the premises (but specifically excluding state and local income and estate taxes). All Available Cash Flow shall be applied as follows in the order stated:

(a) first, to any unpaid installments of accrued and unpaid interest on the outstanding principal balance of the Original Loan Amount at the Pay Rate (provided, however, that this clause (a) is not intended, and shall not be construed, to waive or excuse any default of the Maker in making such interest payments on each Interest Payment Date, as above provided for in this Note);

(b) next, to the outstanding principal balance of the Deferred Management Fee (as defined in the Management Agreement), an amount equal to the lesser of (i) twenty-five percent (25%) of Available Cash Flow remaining after payment of the unpaid installments of accrued and unpaid interest at the Pay Rate provided for in the immediately preceding clause (a), and (ii) one percent (1%) of Gross Receipts (as defined in the Management Agreement) from the Applicable Quarter;

(c) next, to the Deferred Interest Amount;

(d) next, pro rata in proportion to the amounts due and owing, to the following:

(i) accrued and unpaid interest as provided for in the Management Agreement on the Deferred Management Fee;

(ii) to the extent not previously paid as provided in clause (b) above, principal of the Deferred Management Fee;

(iii) to accrued and unpaid current interest on the Additional Loan Amount outstanding from time to time;

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- (iv) to accrued and unpaid interest on Partner Loans (as defined in the Mortgage);
- (v) to the principal of the unpaid balance of the Additional Loan Amount; and
- (vi) to the principal of Partner Loans;

(e) next, to interest on Shortfall Loans (as defined in the Mortgage);

(f) next, to the principal of Shortfall Loans;

(g) next, ten percent (10%) of the balance, if any, to the Original Loan Amount; and

(h) finally, the balance, if any, to 1800 Partners Limited Partnership, an Illinois limited partnership and the sole beneficiary of the Trust (the "Beneficiary").

"Upon approval by the Holder of the Allocations of Available Cash Flow as aforesaid, Maker shall be entitled to withhold from the total amount of Available Cash Flow payable to the Holder as aforesaid those portions of Available Cash Flow to be applied against the Deferred Management Fee, Partner Loans, and Shortfall Loans and that portion of Available Cash Flow payable to Beneficiary as aforesaid, provided that the Holder is provided with evidence reasonably satisfactory to the Holder that the amounts withheld from Available Cash Flow have, in fact, been applied as required herein.

"Within 120 days after the end of each calendar year commencing with the year 1990, Maker shall deliver to Holder a detail accounting of the operations of the premises for such calendar year at least sufficient to determine Available Cash Flow for such year. If such annual determination shall reveal that the total amount of Available Cash Flow required to be paid to Holder quarterly during such calendar year exceeds the amount which would have been paid had the Available Cash Flow been payable in a single payment determined pursuant to such annual determination, then Maker shall be entitled to a credit against quarterly payments of Available Cash Flow thereafter becoming due and payable; provided, however, that in no event shall Holder be obligated to pay to Maker any amount of accrued interest

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upon such excess. If any such annual determination shall reveal that the total amount of Available Cash Flow required to be paid to Holder quarterly during such calendar year is less than the amount which would have been paid had the Available Cash Flow been payable in a single payment determined pursuant to such annual determination, then Maker shall pay such deficiency to Holder contemporaneously with the delivery of the annual detail accounting and such amount shall be applied in accordance with the provisions of this Note; provided, however, that in no event shall any late charge or other fee or penalty be assessed against Maker in connection with any such deficiency.

"Except as specifically provided for herein or in the Mortgage, no prepayments are permitted prior to January 1, 1997. Thereafter, Maker may prepay this Note in whole or in part on any Interest Payment Date, subject to and in accordance with the following:

- (a) Maker shall notify Holder in writing at least sixty (60) days prior to the proposed prepayment;
- (b) Any partial prepayment shall be a multiple of \$1,000;
- (c) Except in connection with a refinancing by the Holder hereof (with respect to which there will be no prepayment penalty or premium), Maker shall pay to Holder a prepayment penalty equal to three percent (3%) of the amount so prepaid; provided that such penalty shall reduce by one-half of one percent (.5%) on January 1, 1998 and on each subsequent January 1 occurring prior to the Maturity Date; provided, however, that there shall be no prepayment penalty due and payable in the event the Loan is paid on or after the Maturity Date;
- (d) All prepayments shall be applied as follows in the order stated:
 - (i) the Deferred Interest Amount;
 - (ii) the principal balance of the Original Loan Amount; and
 - (iii) the principal balance of the Additional Loan Amount;

(e) No prepayment shall reduce Maker's obligation to pay the regular scheduled installments of interest and principal hereunder unless and until all indebtedness evidenced by this Note has been paid in full.

"And it is hereby expressly agreed that should any default be made in payment of any installment of principal and/or interest hereunder after any day whereon the same is payable as above expressed and such default shall continue for two (2) days after notice thereof shall be had by Maker as provided in the Mortgage, or should any Event of Default (as defined therein) occur under the Mortgage, the Assignment, or any other document evidencing, securing or pertaining to this Note, the outstanding principal balance hereof, together with all accrued and unpaid interest thereon, shall, at the option of Holder, be and become immediately due and payable, notwithstanding anything contained herein to the contrary, time being of the essence of this Note. In addition, Holder may collect a "late charge" not to exceed an amount equal to four percent (4%) of any installment which is not paid on or before the due date thereof to cover the extra expense involved in handling delinquent payments, which late charge shall constitute so much additional indebtedness evidenced hereby, payable on demand. Acceptance by Holder of any payments after this Note shall have become payable as aforesaid shall not constitute a waiver or cure any default. Upon any default as aforesaid, Holder shall have no obligation to make further advances hereunder and may declare this Note immediately due and payable."

"Each and every maker, endorser, guarantor, and surety of this Note and all others who may become liable for the payment of all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest, and notice of nonpayment of this Note, and do hereby consent to any number of renewals or extensions of the time of payment hereof and to any number of modifications of the terms of the Mortgage and agree that any such modifications, renewals or extensions may be made without notice to any of said parties and without affecting their liability hereon and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms, or corporations liable for the payment of this Note.

"Maker agrees to pay all taxes or duties assessed upon this Note against Holder or other owner of this Note, the debt evidenced hereby, or the Mortgage, and upon the premises by mortgage of which the same is secured, and to pay all costs, expenses, and reasonable attorneys' fees incurred by Holder in any proceeding for collection of the debt evidenced hereby, in any foreclosure of the Mortgage, in protecting or sustaining the lien of such Mortgage, or in any litigation or controversy arising from or connected with this Note or the Mortgage. Maker agrees that all expenditures by Holder on account hereof other than principal, and this Note after maturity or in the event of a default shall bear interest at the maximum rate of interest then permitted by law or a rate four percent (4%) more than that rate then in effect hereunder, whichever shall be less (herein called the "Default Rate") until such expenditures are repaid or this Note is paid to Holder."

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"This Note is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the premises specifically described in the Mortgage and other instruments securing the payment hereof, by the enforcement of the provisions contained in the Mortgage or other instruments given as security for the indebtedness evidenced hereby. No personal liability shall be asserted or be enforceable against the promissor or any beneficiary of promissor because or in respect of this Note, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment of this Note, or any installment thereof, the sole remedy of the holder hereof shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth or by enforcement of any other security given for such indebtedness, or by action to enforce the personal liability of any guarantor or co-maker."

3. Modification of Mortgage. The Mortgage is hereby modified as follows:

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(a 1) Delete the first "Whereas" Clause on the first page of the First Mortgage and insert in lieu thereof the following:

"WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Thirty Seven Million Fourteen Thousand One Hundred and No/100 Dollars (\$37,014,100.00), as evidenced by Mortgagor's Promissory Note No. 1 in said principal sum dated April 15, 1980 (together with all amendments thereto and modifications thereof, the "Note"), bearing interest at the rates and payable in installments as specified therein, payable to the order of Mortgagee, and otherwise in the form attached hereto as Exhibit A and made a part hereof for all purposes; and"

(a 2) Add at the end of the carryover paragraph at the top of page 2 of the printed portion of the Mortgage an additional granting clause as follows:

"TOGETHER WITH, all intangible personal property, including without limitation accounts, contract rights, accounts receivable, bank accounts, room rental, catering and services accounts, rights to room rental payments and proceeds, and general intangibles;"

(a 3) Add before the period at the end of the last granting clause beginning with the words "TOGETHER WITH" where it appears near the top of page 2 of the printed portion of the Mortgage, the following language and an additional granting clause as follows:

"; and

TOGETHER WITH all permits, licenses (including without limitation liquor, food and entertainment licenses), management agreements, including without limitation the Management Agreement between Debtor and Hyatt Corporation dated April 15, 1980 as such Management Agreement has been amended by and between such Debtor and Hyatt Corporation up to and including the date of execution and delivery of this Financing Statement, franchises and other contracts and contract rights used or useable in connection with the operation of the Hotel, or any other hotel ("Contract Rights")."

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(b) Under the heading "For the Purpose of Securing" on the second page thereof, delete the existing Clause (c) and insert in lieu thereof the following:

"(c) Payment of all accrued and unpaid interest which is from time to time added to the outstanding principal balance of the Note in accordance with the provisions thereof, provided that the indebtedness evidenced by the Note and secured hereby shall not exceed \$71,475,642.02."

Also, in the full paragraph following Clause (f) under said heading, delete the phrase "the Second Instruments."

(c) In the second line of Clause (a) of Section 1.03, delete "\$31,000,000" and insert in lieu thereof "\$37,014,100."

(d) Delete Section 1.21 and insert in lieu thereof a new Section 1.21 as follows:

"1.21 Financial Statements. Within 75 days after the end of each calendar quarter commencing with the calendar quarter which ends March 31, 1991, Mortgagor shall deliver to Mortgagee a detailed statement of operations of the premises sufficient to determine Available Cash Flow (as defined in the Note) for the premises. Within 120 days after the end of each calendar year, Mortgagor shall deliver to Mortgagee a statement of condition or balance sheet for the Mortgagor, respecting the premises with respect to such calendar year, certified as to accuracy by an independent certified public accountant reasonably acceptable to Mortgagee, and an annual operating statement showing in reasonable detail all income and expenses of such Mortgagor, respecting the premises, certified as to accuracy by an independent certified public accountant reasonably acceptable to Mortgagee and including a determination of Available Cash Flow for such year."

(e) Delete Section 5.15 in its entirety.

(f) Delete Section 5.17(a) in its entirety.

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(g) In Section 5.23, the term "Management Agreement" shall include all amendments to and modifications of the Management Agreement described therein, provided such amendments and modifications were made with Mortgagee's consent as provided in Section 5.23(e).

(h) Delete Section 5.25(a) and insert in lieu thereof a new Section 5.25(a) as follows:

"(a) Liens upon the premises securing the Loan;"

(i) Delete Section 5.27 in its entirety.

(j) Clauses (a) and (b) of Section 5.29 are hereby deleted and the following provisions inserted in the lieu thereof:

"(a) With respect to notices directed to Mortgagor, addressed to 1800 Partners Limited Partnership, c/o Hyatt Development Corporation, 200 West Madison Street, 39th Floor, Chicago, Illinois 60606, with a copy to Neal Gerber & Eisenberg, Two North LaSalle Street, Suite 2100, Chicago, Illinois 60602, Attention: Philip M. Kayman, Esq.

"(b) With respect to notices directed to Mortgagee, addressed to Mortgagee c/o Aetna Realty Investors, Inc., 242 Trumbull Street, Hartford, Connecticut 06156, Attention: Ben J. White."

(k) The following new provisions are to be inserted after the existing Section 5.33, to wit:

"5.34 Renovation Financing. Mortgagee acknowledges that Mortgagor intends to renovate the premises, the estimated cost of which (the "Renovation Costs") is Eight Million Eighteen Thousand Eight Hundred and No/100 Dollars (\$8,018,800.00). Mortgagee agrees that a portion of the indebtedness secured hereby, in the amount of Six Million Fourteen Thousand One Hundred and No/100 Dollars (\$6,014,100.00) (the "Additional Loan Amount"), shall be used to pay a portion of such Renovation Costs and shall be disbursed as follows:

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(a) Prior to making any disbursements of the Additional Loan Amount, Beneficiary shall have furnished to the Mortgagee a description of the renovation to be accomplished by the expenditure of the Renovation Costs, including without limitation, if requested by the Mortgagee or by the title insurance company ("Title Company") which has issued a written commitment to the Mortgagee to provide the Mortgagee with an updated Mortgagee's Policy of Title Insurance ("Title Policy") assuring the Mortgagee that the Mortgagee will have first lien priority status respecting the Additional Loan Amount to be disbursed hereunder, proposed plans and specifications, the names, addresses and telephone numbers of the architects, interior design personnel, principal contractors, and principal suppliers who will be working on the project, a breakdown of the estimated Renovation Costs certified and/or sworn to by an authorized general partner of the Beneficiary or by an agent for the Beneficiary, indicating the portion of such costs to be devoted to each identifiable phase or part of the proposed renovation, a proposed schedule for the completion of the proposed renovation, evidence that the proposed renovation is covered by building permits if any are required issued by the public authorities having jurisdiction, and such other information and materials as the Mortgagee and/or the Title Company may reasonably require to enable one or both of them to adequately monitor the progress of the proposed renovation and the disposition of the Renovation Costs.

(b) Beneficiary shall submit to Mortgagee from time to time, but no more often than monthly, a written request (a "Draw Request") for disbursement of a portion of the Additional Loan Amount to the Beneficiary, or to the Title Company. Said Draw Request shall be signed by a general partner or the authorized agent of the Beneficiary. Such Draw Request must be accompanied by certificates from architects, interior designers, contractors and suppliers, waivers of

lien, sworn statements and such other evidence of costs incurred and payment as the Mortgagee and/or the Title Company may reasonably require to determine that the proposed renovations are being accomplished and paid for in accordance with the projections and estimates initially delivered by the Beneficiary to the Mortgagee and the Title Company, to assure the Mortgagee and the Title Company that there remain sufficient funds between the remaining Additional Loan Amount and the Equity Amount to be committed to the renovation project by the Beneficiary to complete such project, and also to enable the Title Company to issue to the Mortgagee an endorsement to the Mortgagee's Policy of Title Insurance insuring the first lien priority of the disbursement being requested. Each Draw Request shall specify the total Renovation Costs incurred as of the date thereof, the total Renovation Costs paid to date, the total amount of Renovation Costs to be paid upon disbursement of proceeds of the Additional Loan Amount pursuant to such Draw Request together with the Equity Amount to be provided by the Beneficiary, and the total amount of Renovation Costs remaining to be paid to complete the renovation project. The supporting materials accompanying each Draw Request shall provide full information as to the proposed recipients of the funds and a description of the labor and/or materials being paid for.

(c) Within ten (10) days after submission of a Draw Request and all supporting information and materials reasonably required by the Mortgagee and/or the Title Company, provided no default has occurred hereunder or under any other Loan Instrument and is continuing beyond any applicable notice, and grace, and cure periods set forth in the Notice and Grace Provisions, and further provided the Title Company assures Mortgagee that upon the disbursement of the funds requested, the Title Company will issue to Mortgagee its endorsement increasing the amount of the Mortgagee's Policy of Title Insurance to

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include the proposed disbursement within the first lien coverage of such Title Policy, Mortgagee shall disburse to Beneficiary, either directly or through the Title Company, proceeds of the Additional Loan Amount equal to seventy-five percent (75%) of the amount of the Draw Request. The balance of the Draw Request shall be funded by Beneficiary. Under no circumstances shall the total amount of all disbursements by the Mortgagee pursuant to Draw Requests exceed the Additional Loan Amount of Six Million Fourteen Thousand One Hundred and No/100 Dollars (\$6,014,100.00). The final Draw Request made by the Beneficiary shall be accompanied by a certification from a general partner of the Beneficiary, or by the Beneficiary's authorized agent that to the best knowledge of the Mortgagor based upon certificates of substantial completion obtained from Mortgagor's contractors the renovation project has been completed substantially in accordance with the plans, specifications and/or proposals therefor initially made to the Mortgagee. Prior to making the final disbursement pursuant to such final Draw Request, the Title Company shall satisfy itself that full lien waivers have been obtained from all persons or entities furnishing work and/or materials to the renovation project, and that the Title Company has received all instruments and documents required by the Title Company to provide full and complete first lien coverage to the Mortgagee respecting the Additional Loan Amount.

(d) All disbursements made by the Mortgagee pursuant to a Draw Request are a part of the indebtedness secured hereby and shall bear interest as provided for in the Note from and including the date of disbursement of funds either to the Beneficiary or to the Title Company, whether or not such funds or any part of them, are immediately applied by the Beneficiary or the Title Company to the payment of amounts to be paid under the Beneficiary's Draw Request. If the Title Company determines that a Draw Request and supporting documentation is incomplete or not

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properly submitted, the Title Company is authorized to withhold payment of all or any appropriate portion of any Additional Loan Amount, and if the defect is not corrected within a reasonable time, as determined by the Mortgagee, then the Title Company shall return the withheld funds to the Mortgagee upon the demand of the Mortgagee.

(e) The Beneficiary and any architect and/or interior designer engaged by the Beneficiary to supervise the renovation project (the "Advisor") shall be responsible for making inspections of such project during the course of construction, and shall determine to their own satisfaction that the work done or material supplied by the contractors and/or materials suppliers to whom payment is to be made out of each disbursement has been properly done or supplied in accordance with applicable contracts with such persons or entities. If any work done or materials supplied by a contractor are not satisfactory to the Beneficiary and/or Advisor, the Beneficiary will immediately notify the Mortgagee in writing of such fact. It is expressly understood and agreed that the Mortgagee may conduct such inspections of the project as the Mortgagee may deem necessary for the protection of the Mortgagee's interest and that any inspections which may be of the project by the Mortgagee or its designated agent will be made solely for the benefit and protection of the Mortgagee and that Beneficiary will not rely thereon.

(f) It is expressly understood and agreed that the Mortgagee assumes no liability or responsibility for the satisfactory completion of the project, nor for the adequacy of funds advanced by the Mortgagee and the Beneficiary pursuant hereto to complete the project, nor for inspections during the renovation and/or construction, nor for any other acts on the part of the Beneficiary, or any construction and/or completion of the renovation project.

(g) In no event shall Mortgagee be required to finance Renovation Costs in excess of the Additional Loan Amount. Any and all Renovation Costs in excess of the Additional Loan Amount shall be paid from Beneficiary's own funds (the 'Equity Amount')."

"5.35 Partner Loans. Beneficiary shall be entitled to fund the Equity Amount through either capital contributions from the partners of Beneficiary or loans from such partners ("Partner Loans"). Partner Loans shall not bear interest in excess of ten percent (10%) per annum, compounded annually. For so long as the indebtedness hereby secured remains unpaid in any part, Partner Loans shall be repaid only from Available Cash Flow, and only specifically as provided for in the Note."

"5.36 Shortfall Loans. In the event Available Cash Flow is at any time insufficient to pay accrued and unpaid interest on the Original Loan Amount (as defined in the Note) at the Pay Rate (as defined in the Note) as the same shall become due and payable, the partners of Beneficiary may (but shall not be obligated to) make a loan (each of which shall be a "Shortfall Loan") to Beneficiary sufficient to pay such accrued interest. Shortfall Loans shall not bear interest in excess of ten percent (10%) per annum, compounded yearly. For so long as the indebtedness hereby secured remains unpaid in any part, Shortfall Loans shall be repaid only from Available Cash Flow, and only as specifically provided for in the Note."

"5.37 Convention Center. Mortgagor shall be entitled to convey approximately five (5) acres of the Property (the "Convention Center Parcel") to the Schaumburg Metropolitan Exposition Auditorium and Office Building Authority (the "Authority") for the construction of a convention center (the "Convention Center") pursuant to that certain Option (the "Option") dated July 30, 1990, by and between Mortgagor and Beneficiary, as seller, and the Authority, as purchaser. Mortgagee hereby consents to the execution and delivery of the Option by Mortgagor and Beneficiary and the performance of their obligations thereunder, and

Mortgagee agrees to release the Convention Center Parcel from the lien of this Mortgage and the other Loan Instruments; provided, however, that all proceeds (if any) of the sale of the Convention Center Parcel, less qualified costs and expenses incurred by Beneficiary in connection therewith (the "Proceeds"), shall be deposited into an interest-bearing escrow account (the "Proceeds Account") restricting withdrawal of all or any part of the original amount of the Proceeds placed therein without the written consent and approval of the Mortgagee obtained in advance of such withdrawal. As used in the preceding sentence, "qualified costs and expenses" shall be limited to closing costs incurred in connection with the release and transfer of the Convention Center Parcel from the lien of this Mortgage, those costs and expenses incurred in the reconstruction of portions of the Property reasonably required to provide the Property with reasonable access to the Convention Center, reasonable attorneys' fees incurred by the Mortgagee in connection with such release, transfer and reconstruction work, and together with those operational losses incurred by the Beneficiary reasonably and substantially related to the loss of business attributable to the reconstruction of the Convention Center and/or the reconstruction of the Property to provide access to such Convention Center. Interest accrued and paid on such Proceeds from time to time shall be subject to payment and disposition by the Beneficiary, provided it is utilized for the operation of the premises. If Available Cash Flow is at any time insufficient to pay accrued and unpaid interest on the Original Loan Amount at the Pay Rate as the same becomes due and payable, such deficiency may, at the option of Beneficiary, and without requiring Mortgagee's consent and approval, be paid from the Proceeds Account. On the date six (6) months after completion of the convention center is substantially complete, all amounts remaining on deposit in the Proceeds Account, together with all interest thereon, shall be paid to Mortgagee and applied against the Original Loan Amount."

"5.38 Sale and Refinancing Proceeds. Notwithstanding anything else contained in this Mortgage or any other Loan Instrument to the contrary, but subject to the provisions of Section 5.37 above, any

and all proceeds resulting from a sale of the premises or any part thereof or a refinancing of the indebtedness secured hereby, less all costs and expenses incurred by Beneficiary in connection therewith, shall be applied in the order of priority designated as follows:

(a) first, to all accrued and unpaid interest on the Original Loan Amount [excluding the Deferred Interest Amount (as defined in the Note)];

(b) next, to the Deferred Interest Amount;

(c) next, to the principal of the Original Loan Amount;

(d) next, pro rata, in proportion to the amounts due and owing, to the following:

(i) to all accrued and unpaid interest on the Deferred Management Fee (as defined in the Management Agreement);

(ii) to the Deferred Management Fee;

(iii) pro rata, in proportion to the amounts due and owing, to the following:

(1) accrued and unpaid current interest on the Additional Loan Amount outstanding from time to time;

(2) accrued and unpaid interest on Partner Loans;

(3) principal of the unpaid balance of the Additional Loan Amount;

(4) principal of Partner Loans;

(e) next, to interest on and principal of Shortfall Loans;

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(f) next, ten percent (10%) of the balance, if any, to Mortgagee as additional interest on the indebtedness secured hereby; and

(g) finally, the balance, if any, to Beneficiary.

Provided that if Mortgagee has, as provided for in the Loan Documents, approved any such sale or refinancing as an event entitling Beneficiary to a satisfaction or release of the Loan Documents, the proceeds from such sale or refinancing shall be applied as provided for in this Section 5.38 before such Loan Documents are released or satisfied."

"5.39 Bank Accounts. Beneficiary shall establish or cause Manager (as defined in the Management Agreement) to establish two (2) bank accounts in addition to the Escrow Account provided for in Section 5.37 above into which all receipts from the premises shall be deposited and from which all expenses of the premises shall be paid. The first account shall be used solely to escrow reserves for, and to pay costs incurred in connection with, property taxes, renovation and refurbishing funds (excluding the Additional Loan Amount and the Equity Amount), and any other reserves customarily or required (pursuant to any Loan Instrument or the Management Agreement) to be maintained with respect to the premises. All other receipts from the premises (including the Additional Loan Amount and the Equity Amount) shall be deposited into the second bank account from which all costs and expenses of the premises (other than those costs and expenses paid out of reserves held in the first account) shall be paid, including, but not limited to, distributions of Available Cash Flow as provided herein and in the Note. Both bank accounts shall be interest-bearing, and all interest earned thereon shall be credited to operations of the premises."

"5.40 Annual Budgets. Beneficiary shall submit to Mortgagee (or shall cause the Manager to submit to Mortgagee) an operating budget and a capital budget, both as provided for in the Management Agreement, for each and every calendar year, or any part thereof, occurring

during the remaining term of this Loan commencing with the operating and capital budgets for the calendar year 1991. Each such operating budget and capital budget shall be prepared in accordance with Manager's standard internal planning and budgeting procedures and formats as provided for in the Management Agreement.

Mortgagee acknowledges that each such operating budget presented to Mortgagee constitutes a forecast of operations for the applicable period and is an estimate only, subject to change on the basis of the actual business and levels of occupancy, wage rates and the effect of collective bargaining agreements, inflation, increases in third-party charges, unanticipated and/or extraordinary repair and maintenance expenses, and other factors beyond the reasonable control of Beneficiary and Manager. In no event shall Mortgagor be deemed in default hereunder or under any other Loan Instrument if actual operating results vary to any extent from the operating budget presented to Mortgagee. The operating and capital budgets for the calendar year 1991 shall be delivered to the Mortgagee by the Beneficiary no later than the date of execution and delivery of this Agreement by and between Mortgagor and Mortgagee. The operating and capital budgets for each calendar year following 1991 shall be delivered by Beneficiary to Mortgagee on or before December 1st of the calendar year preceding the calendar year to which the budget is applicable."

(h) Exhibit A to the Mortgage (which is the Note) is hereby amended by deleting the first thirteen (13) paragraphs thereof through and including the last full paragraph on page 4 of said Note, and the last full paragraph just prior to the signature on page 5 thereof, and inserting in lieu thereof the language set forth in paragraph 2 of this Agreement.

4. Modification of Assignment. The Assignment is hereby modified by deleting from the fourth (4th) line from the bottom of the first page the phrase "Thirty-One Million (\$31,000,000)" and inserting in lieu thereof "Thirty Seven Million Fourteen Thousand One Hundred (\$37,014,100)."

5. Representations and Warranties. Mortgagor hereby makes and confirms each and every representation and covenant set forth in the

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Mortgage (as modified by this Agreement), all of which shall be deemed made by Mortgagor to Mortgagee as of the date of execution and delivery of this Agreement by Mortgagor.

6. References in Loan Documents. Each reference to the Note, to the Mortgage, or to the Assignment in any of the Loan Documents shall be deemed and construed to refer to the Note, to the Mortgage, or to the Assignment, as the case may be, as modified by this Agreement, and each of the Loan Documents is hereby modified accordingly.

7. Continued Force and Effect. Each of the Loan Documents, as modified by this Agreement, and the indebtedness evidenced and the security provided thereby, are hereby ratified and confirmed, and each and every provision, covenant, condition, obligation, right and power contained in and under, or existing in connection with, each of the Loan Documents, as modified by this Agreement, shall continue in full force and effect. This Agreement is not intended to, and shall not be construed to, effect a novation. Mortgagor acknowledges and agrees that the Loan Documents, as modified by this Agreement, are enforceable against Mortgagor and against the premises described therein in accordance with their respective terms. In the event of any conflict between the terms and provisions of the Loan Documents prior to giving effect to this Agreement and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

8. Headings. The headings of paragraphs and sections of this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit, expand, or otherwise affect any of the terms of this Agreement.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute only one instrument.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors, and assigns.

11. Trustee Exculpation. This Agreement is executed by La Salle National Trust, N.A, not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon it as such trustee under the Trust, and it is understood and agreed:

a) that the Note is payable only out of the premises specifically described in the Mortgage and other instruments securing the payment of the

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Note, by the enforcement of the provisions contained in the Mortgage or other instruments given as security for the indebtedness evidenced by the Note; and that no personal liability shall be asserted or be enforceable against the promissor or any beneficiary of the promissor because or in respect of said Note, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder of such Note, and each original and successive holder of such Note accepts the same upon the express condition that no duty shall rest upon the Trustee, as Trustee under Trust No. 101568, as aforesaid, or any beneficiary of said trust or on the Trustee personally to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment of such Note, or any installment thereof, the sole remedy of the holder of such Note shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by such Note, in accordance with the terms and provisions of said Mortgage set forth or by enforcement of any other security given for such indebtedness, or by action to enforce the personal liability of any guarantor or co-maker;

b) that nothing herein contained shall be construed as creating any liability on the Trustee, as Trustee under Trust No. 101568, as aforesaid, or any beneficiary of said trust or on Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage or hereunder or to perform any covenant, either expressed or implied, herein or in the Mortgage contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security under the Mortgage and hereunder, and that so far as Trustee, as Trustee under Trust 101568 as aforesaid, and its successors, and Trustee personally is concerned, Mortgagee and the holder or holders of the Note and the owner or owners of indebtedness accruing hereunder shall look solely to the premises mortgaged and conveyed by the Mortgage and to any other collateral, property, rights and interests otherwise mortgaged, pledged and assigned pursuant to the Assignment or pursuant to any other Loan Instruments, or otherwise, by enforcement of the lien hereby or thereby created, in the manner herein, therein and in the Note provided, or by action to enforce the personal liability of any guarantor or comaker of the Mortgage; and

c) no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against the Trustee, its agents or employees or Beneficiary on account hereof, or on account of any promises, covenants, undertakings or agreement in the Assignment or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the Mortgagee or holder or holders of said Note and by every person now or hereafter claiming any right or security

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thereunder; and that assignor under the Assignment shall have no obligation to see to the performance or non-performance of any of the covenants or promises contained in the Assignment, and shall not be liable for any action or non-action taken in violation of any of the covenants contained in the Assignment; and it is further understood and agreed that the assignor, as such Trustee, is not entitled to receive any of the rents, issues or profits of or from said trust property, and neither this instrument nor the Assignment shall be construed as an admission to the contrary.

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AETNA LIFE INSURANCE COMPANY

By [Signature]
Its Assistant Vice President

LA SALLE NATIONAL TRUST, N.A.,
Successor Trustee to La Salle National Bank,
a national banking association, not
personally but solely as Trustee under Trust
Agreement dated March 21, 1979 and known
as Trust Number 101568

By [Signature]
(title) Vice President

ATTEST:

[Signature]
(title) Assistant Secretary

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STATE OF Connecticut)
COUNTY OF Hartford) SS Hartford

I, Jennifer Ouellette, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that B.J. White Assistant Vice President of AETNA LIFE INSURANCE COMPANY, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and deed and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August, A.D. 1991.

JENNIFER OUELLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

Jennifer Ouellette
Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., Successor Trustee to La Salle National Bank, a national banking association, not personally but solely as Trustee under Trust Agreement dated March 21, 1979 and known as Trust Number 101568 (herein called the "Trustee"), and Assistant Secretary of said Trustee who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and

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delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act of the said Trustee, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Trustee did affix the corporate seal of said Trustee to said Instrument as his own free and voluntary act of said Trustee as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of August, A.D., 1991.

Mark Howe
Notary Public

My Commission expires: 10/19/91

Return to:

This Instrument was Drafted By:
DORSEY & WHITNEY (JIT)
2200 First Bank Place East
Minneapolis, MN 55402

Attn: John Taylor

Address: 1800 E. Golf Rd
Schaumburg, IL

PTN: 07-12-400-0109011
07-12-402-006

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EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GOLF ROAD, AS WIDENED AS SHOWN ON DOCUMENT 20885775, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GOLF ROAD, AFORESAID, AND A LINE, 68.43 FEET EAST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOLF ROAD, 68.43 FEET TO AN ANGLE POINT IN SAID ROAD; THENCE CONTINUE WESTERLY, ALONG THE NORTHERLY LINE THEREOF, 510.23 FEET TO ITS INTERSECTION, WITH A LINE, DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTH EAST 1/4, THROUGH A POINT 508.96 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLES LINE, HEREIN DESCRIBED, 1240.50 FEET TO ITS INTERSECTION, WITH THE NORTH LINE OF THE SOUTH 1364.64 FEET OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE EASTERLY, ALONG THE SAID LINE, 587.42 FEET TO ITS INTERSECTION, WITH THE HEREINBEFORE MENTIONED LINE, 68.43 FEET, EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE SOUTHERLY, ALONG THE SAID LINE, 1224.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE FOREGOING, THE FOLLOWING DESCRIBED PORTION THEREOF DEDICATED FOR ROADWAY AND LIKE PURPOSES PURSUANT TO PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25489772, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 291.0 FEET OF THE SOUTH EAST 1/4, AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4, AFORESAID; THENCE WESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 248.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 224.70 FEET TO THE AFOREMENTIONED NORTH LINE OF GOLF ROAD; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 148.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 155.61 FEET TO THE NORTH LINE OF THE SOUTH 291 FEET, AFORESAID; THENCE EASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

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PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF ROADWAYS EASEMENTS RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070571, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072946 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "E": AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 720.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 581.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "G": AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN, RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26070572, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072947 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "D": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 121.10 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 151.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 543.78 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "I": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 144.59 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 361.97 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 159.80 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST A DISTANCE OF 9.96 FEET TO ITS POINT OF TERMINATION ON THE WESTERLY LINE OF THE PERMANENT EASEMENT TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AS PER DOCUMENT NO. 21391850, SAID POINT OF TERMINATION BEING 514.56 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 51.69 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070573, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT 26072948 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "A": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 251.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 39.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 325.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "B": AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 68.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 699.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES, 22 MINUTES, 50 SECONDS EAST A DISTANCE OF 74.48 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 229.30 FEET TO ITS POINT OF TERMINATION ON THE WEST LINE OF EASEMENT PARCEL "C" (HEREINAFTER DESCRIBED), SAID POINT OF TERMINATION BEING 632.09 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 332.31 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "C": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 357.00 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 720.27 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 330.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "J": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 158.91 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 175.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 160.02 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "K": AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 123.54 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 06 DEGREES, 39 MINUTES, 12 SECONDS EAST A DISTANCE OF 140.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) AND THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 429.73 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 136.00 FEET TO A POINT 276.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 445.91 FEET; THENCE SOUTH 06 DEGREES, 39 MINUTES, 12 SECONDS WEST A DISTANCE OF 136.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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