

Prepared by
Stephen Mademan
Levenson, Resnick
350 W. Hubbard
Chicago IL 60600

7/15/91 9:10 A
STEPHEN MADEMAN
Levenson & Resnick
211 W. Wacker Dr
15th Fl.
Chicago IL 60606
~~DATE: 11-1-1991~~
November 1, 1991

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91655994

AMENDMENT TO MORTGAGE

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11/1/91

This Amendment to Mortgage is made as of this 10th day of November, 1991 by and among PHILIP A. MARKIEWICZ, an individual residing in Elgin, Illinois ("Subordinating Lender"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under Trust Agreement dated June 26, 1989 and known as Trust No. 106689-09 ("Trustee") and NIRA LIMITED PARTNERSHIP, an Illinois limited partnership, the sole beneficiary under said Trust No. 106689-09 ("Beneficiary").

RECITALS:

WHEREAS, in order to undertake certain construction on the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises"), Beneficiary has entered into an Amended and Restated Construction Contract with Plote, Inc., an Illinois corporation ("Plote"), dated as of Nov 26, 1991, 1991 (the "Plote Contract"), pursuant to which Plote will finance its aggregate compensation under the Plote Contract in the amount of Two Million Two Hundred Fifty Four Thousand Three Hundred Forty Dollars (\$2,254,340) (the "Plote Loan") which loan will be secured by a junior mortgage dated Nov 26, 1991, 1991 made by Trustee, as Mortgagor to Plote, as Mortgagee (the "Plote Mortgage"), and recorded as document 91655994

WHEREAS, Subordinating Lender has heretofore made a loan in the amount of Nine Hundred Forty Thousand Dollars (\$940,000.00) (the "Junior Loan") to Trustee which Junior Loan is secured by (i) a certain Purchase Money Mortgage dated September 22, 1989 made by Trustee, as Mortgagor, to Subordinating Lender, as Mortgagee, and filed for record in the office of Cook County Recorder of Deeds as Document No. 89467466 (the "Junior Mortgage") encumbering the Premises; and by (ii) other "loan documents" as that term is defined in the Junior Mortgage. The Junior Loan is evidenced by a certain Purchase Money Note dated September 22, 1989 made by Trustee, as maker, to Subordinating Lender, as payee, which Note was amended by that certain Extension and Modification Agreement dated December 21, 1990 and further amended by that certain Second Extension and Modification of Note of even date herewith (collectively, the "Junior Note"); and

WHEREAS, the lien of the Junior Mortgage is subordinate to the lien on the Premises of Downers Grove National Bank ("DGNB") in connection with the loan made by DGNB to Trustee in the original principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) (the "DGNB Loan") which loan is secured by a Mortgage dated September 22, 1989 made by Trustee, as Mortgagor,

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to

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and DGNB, as Mortgagee, as amended by that certain Loan Modification Agreement made by Trustee, as Mortgagor, and DGNB as Mortgagee, and filed for record in the office of the Cook County Recorder of Deeds as Document No. 90623846 (the "DGNB Mortgage") encumbering the Premises. The DGNB Loan is evidenced by that certain Note dated December 21, 1991 made by Trustee, as Maker to DGNB, as Payee (the "DGNB Note"); and

WHEREAS, as a condition of the Plote Loan, Plote has required this Agreement, and the Subordinating Lender, Trustee and Beneficiary are willing to enter into this Agreement upon the terms and conditions hereinafter provided; and

WHEREAS, there have been certain takings of property encumbered by the Junior Mortgage and certain other transactions affecting the legal description of the Premises which the parties wish to reflect in writing.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subordination. The lien of the Junior Mortgage is hereby agreed to be, and at all times hereafter shall be junior, subject and subordinate to the lien of the DGNB Mortgage (including any increases as described below) and to the lien of Plote Mortgage. Subordinating Lender has agreed and reaffirms its agreements to also subordinate the lien of the Junior Mortgage to construction financing related to the development of the Premises not to exceed Eight Million Dollars (\$8,000,000.00) in the aggregate and acknowledges that the current and/or future liens, if any, of Donohue & Associates, Inc. (not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00)) and Hoids Lumber & Components (which is currently contemplated to not exceed Five Hundred Thousand Dollars (\$500,000.00)) are included in such construction financing and the lien of the Junior Mortgage is and/or will be at all times subordinate to each of same to the extent same are valid and enforceable. ~~any~~ ^{such} additional construction financing ~~and~~ described above shall include such terms and provisions as are usually and ordinarily included in a construction loan. Subordinating Lender also consents to any increase in the DGNB Loan for the purpose of funding additional interest reserves or payments to an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). Subordinating Lender agrees to execute such additional or other documentation evidencing the subordination described herein as may reasonably be required by any party whose lien is or is to be superior to that of Subordinating Lender.

* the Plote Loan and the DGNB Loan
** aggregate of Eight Million Dollars (\$8,000,000)

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Handwritten initials and signatures: JPK, AN, JPK

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2. Release of Common Areas. Lender shall release the lien of the Junior Mortgage on any of the "common areas" constituting a portion of any phase of the Project to be developed on the Premises (the "Project") no later than the closing of the first sale of a unit in each such phase of the Project. A legal description of the "common areas" of each phase is attached hereto as Exhibits "B-1, B-2 and B-3" and by this reference made a part hereof. Said legal descriptions remain subject to change by Beneficiary.

3. Amendment of Legal Description. The legal description of the Premises as contained in the Junior Mortgage is hereby deleted in its entirety and replaced with the legal description set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Pursuant to such amendments in the legal description, Subordinating Lender does hereby agree to release from the lien of the Junior Mortgage any portion of the legal description originally attached to the Junior Mortgage as Exhibit "A" which is not a part of the revised legal description attached hereto as Exhibit "A".

4. Partial Release. Paragraph 10 of the Junior Mortgage is hereby deleted and replaced in its entirety with the following:

"10. PARTIAL RELEASES.

Lender shall issue partial releases partially releasing the lien of this Mortgage on a per unit basis (a unit shall be defined as any single component of townhouse, apartment or condominium structure or a free standing home intended to be occupied as a residence, the number of which shall be established by the plat approval) based upon the following release fee:

<u>Unit No.</u>	<u>Scheduled Principal Payment</u>
1-20	\$4,000 per unit
21-35	\$5,000 per unit
36-113	\$10,000 per unit
after 113 and until Lender has been paid in full	\$5,000 per unit

In addition to the above-referenced principal payments, each release fee payment shall contain a prorata share of Deferred Interest and accrued but unpaid interest equal to the then outstanding deferred interest and outstanding accrued Interest divided by the number of all remaining unsold units.

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Notwithstanding the immediately preceding paragraph to the contrary, in the event that Borrower or the affiliates of Borrower do not receive any payments or fees from the proceeds of the sale of any particular unit closing of the first twenty (20) unit closings, then, Lender shall receive from each such unit closing only the available proceeds of such unit closing (but not less than One Thousand Dollars (\$1,000.00)) not to exceed the Scheduled Principal Payment specified above. In such event, any amount of each such Scheduled Principal Payment which is in excess of the available proceeds (the "Shortfall") and therefore is not paid upon such unit closing shall be attributed to units 21-40 sequentially on a unit-by-unit basis and paid by Borrower upon the sale of each such unit; provided, however, that if the available proceeds of any such closing for units 21-40 are insufficient to pay the full Shortfall amount, such unpaid amount shall be paid out of the available proceeds of the of the next succeeding unit(s) until paid in full. For example, if there is a Shortfall on units 1 & 3, the Shortfall on unit 1 shall be paid upon the sale of unit 21, and the Shortfall on unit 3 upon the sale of unit 22, but if the available proceeds of unit 22 are insufficient to pay the Shortfall in full, the remainder shall be paid out of the available proceeds of each succeeding unit until paid in full. For purposes hereof only, the term "available proceeds" shall mean the funds remaining from the sale of a unit after the payment of all amounts due in connection with or related to such sale but not including any funds due or payable to NIRA, any general partner thereof, or any affiliate of any such general partner. *Insert A to this page 4, attached.*

11/1/94

5. No Other Changes. In all other respects the terms of the Junior Mortgage and of the loan documents related to the Junior Mortgage shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment To Mortgage as of the day and year set forth above.

Phillip A. Markiewica

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Insert A to page 4 of Amendment
to Mortgage (#940,000 mortgage)

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"AVAILABLE PROCEEDS" SHALL MEAN:

The sales price of each unit, including extras
and change orders, LESS

1. Costs of closing;
2. Commissions, if any;
3. Direct lienable costs to the extent not
included in Scheduled Payments (excluding
any fees of or attributable, directly or
indirectly to NIRA; and
4. Scheduled Payments to:

- a) Downers Grove National Bank,
- b) Donahue and Associates,
- c) Plote, Inc, and
- d) Construction lender, if any.

As long as any amounts are due to Lender, any
"available proceeds" shall not be withdrawn
from the project funds, or paid to NIRA directly
or indirectly, except for payment of scheduled
fees pursuant to First Amendment of the
Agreement of Limited Partnership of NIRA
Limited Partnership (said First Amendment
dated October 3, 1991).

Promptly after the closing of the sale of
each unit by Borrower, Borrower shall supply to
Lender a copy of the required closing statement.

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 26, 1989 and known as Trust No. 108689-09



By: 
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1991, before me personally appeared PHILIP A. MARKIEWICZ, a resident of Illinois, to me known to be the person described in and who executed the foregoing Amendment To Mortgage, and acknowledged that he executed said instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Lender's Standard Contract hereto and, made a part hereof.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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STATE OF IL)
COUNTY OF Cook) SS.

On this NOV 26 day of 1991, 1991, before me appeared John W. Pardon, to me personally known, who, being by me duly sworn, did say that he/she is the Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said SECRETARY, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

ANNE M. WILSON
Notary Public - State of Illinois
My Commission Expires 4/23/94

John W. Pardon
NOTARY PUBLIC

My commission expires:

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To Mortgage IN WITNESS WHEREOF, the undersigned have executed this ~~second~~ ^{Amendment} ~~affidavit and notification of lapse~~ as of the day and year first above written.

AMERICAN NATIONAL BANK OF CHICAGO, not personally but solely as Trustee under the provisions of a Trust Agreement dated the 24th day of June, 1989, and known as Trust Number 108690-09

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

NIRA LIMITED PARTNERSHIP, an Illinois limited partnership, by its general partners

KCN REALTY CORP., an Illinois corporation, a General Partner

By: Edward Nizich
Name: Edward Nizich
Title: President

Attest: Edward Nizich
Name: Edward Nizich
Title: Secretary

BARRINGTON DEVELOPMENT CORPORATION, an Illinois corporation, a General Partner

Attest: James R. Repier
Name: James R. Repier
Title: Secretary
By: James R. Repier
Name: James R. Repier
Title: President

(signatures continue on next page)

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EXHIBIT "A"

LEGAL DESCRIPTION

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Corrected
res. dent.

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 01 DEGREES 49 MINUTES 34 SECONDS WEST, 860.91 FEET ALONG THE WEST LINE THEREOF TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 49 SECONDS EAST, 351.60 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 1 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 23, 1985 UNDER DOCUMENT NO. 85113985 AND RERECORDED ON JANUARY 30 1989, UNDER DOCUMENT NO. 89046078 IN COOK COUNTY, ILLINOIS; THENCE ALONG THE BOUNDARY OF SAID UNIT 1, THE FOLLOWING 3 COURSES:

NORTH 01 DEGREES 43 MINUTES 11 SECONDS EAST, 390.81 FEET;
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET;
NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 140.00 FEET TO A SOUTHWESTERLY CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 2 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 29, 1985 UNDER DOCUMENT NO. 85123030 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046079 IN COOK COUNTY, ILLINOIS;

THENCE ALONG THE BOUNDARY OF SAID UNIT 2 THE FOLLOWING 3 COURSES:

SOUTH 48 DEGREES 30 MINUTES 00 SECONDS EAST, 60.00 FEET;
SOUTH 63 DEGREES 13 MINUTES 31 SECONDS EAST, 248.89 FEET;
NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 186.86 FEET;

THENCE SOUTH 57 DEGREES 50 MINUTES 00 SECONDS EAST, 54.00 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 00 SECONDS EAST, 18.01 FEET; THENCE SOUTH 32 DEGREES 24 MINUTES 43 SECONDS WEST, 135.92 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 108.00 FEET (WHOSE CHORD BEARS SOUTH 54 DEGREE 04 MINUTES 30 SECONDS EAST, 34.61 FEET) AN ARC DISTANCE OF 34.76 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 18 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 204.12 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 96.00 FEET (WHOSE CHORD BEARS SOUTH 36 DEGREES 56 MINUTES 00 SECONDS EAST, 26.46 FEET), AN ARC DISTANCE OF 26.55 FEET; THENCE NORTH 60 DEGREES 59 MINUTES 19 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED COURSE, 65.51 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 57 SECONDS EAST, 100.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, TAKEN BY CONDEMNATION PROCEEDINGS HAD IN COOK COUNTY CIRCUIT COURT CASE NO. 89L50985, 89L50973, 89L50984; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 02 DEGREES 26 MINUTES 53 SECONDS WEST, 151.94 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 07 SECONDS WEST, 10.00 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 53 SECONDS WEST, 300.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 07 SECONDS EAST, 10.00 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 53 SECONDS WEST, 63.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, 1300.33 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 01 DEGREES 49 MINUTES 34 SECONDS EAST, 476.54 FEET ALONG THE WEST LINE THEREOF, TO THE POINT OF BEGINNING CONTAINING 880,663 SQAURE FEET (20.22 ACRES) MORE OR LESS.

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TOGETHER WITH:

PARCEL III

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 01 DEGREES 49 MINUTES 34 SECONDS WEST, 860.91 FEET ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 16 MINUTES 49 SECONDS EAST, 351.60 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 1-PLANNED UNIT DEVELOPMENT AS DESCRIBED ON JULY 23, 1985 UNDER DOCUMENT NO. 85113985 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046078 IN COOK COUNTY, ILLINOIS; THENCE ALONG THE BOUNDARY OF SAID UNIT 1, THE FOLLOWING 3 COURSES:

NORTH 01 DEGREES 41 MINUTES 11 SECONDS EAST, 390.81 FEET;
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET;
NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 140.00 FEET TO A SOUTHWESTERLY CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 2 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 29, 1985 UNDER DOCUMENT NO. 85123030 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046079 IN COOK COUNTY, ILLINOIS;

THENCE ALONG THE BOUNDARY OF SAID UNIT 2 THE FOLLOWING 3 COURSES:

SOUTH 48 DEGREES 30 MINUTES 00 SECONDS EAST, 60.00 FEET;
SOUTH 63 DEGREES 13 MINUTES 31 SECONDS EAST, 248.89 FEET;
NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 186.86 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 57 DEGREES 50 MINUTES 00 SECONDS EAST, 54.00 FEET;
THENCE SOUTH 84 DEGREES 50 MINUTES 00 SECONDS EAST, 23.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 84 DEGREES 50 MINUTES 00 SECONDS EAST, 279.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 TAKEN BY CONDEMNATION PROCEEDINGS HAD IN COOK COUNTY CIRCUIT COURT CASE NO. 89L50985, 89L50973, 89L50984; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 02 DEGREES 26 MINUTES 53 SECONDS WEST, 240.51 FEET; THENCE SOUTH 87 DEGREES 55 MINUTES 57 SECONDS WEST, 100.57 FEET; THENCE SOUTH 60 DEGREES 59 MINUTES 19 SECONDS WEST, 6.01 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 02 SECONDS WEST, 79.02 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 18 SECONDS WEST, 128.86 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 53 SECONDS EAST, 177.44 FEET TO THE POINT OF BEGINNING. CONTAINING 67,210 SQUARE FEET (1.54 ACRES) OF LAND, MORE OR LESS.

JY/M/CD4

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TOGETHER WITH:

PARCEL V

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 01 DEGREES 49 MINUTES 34 SECONDS WEST, 860.91 FEET ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 16 MINUTES 49 SECONDS EAST, 351.60 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER, AS MONUMENTED AND OCCUPIED OF SARASOTA TRAILS UNIT 1-PLANNED UNIT DEVELOPMENT AS DESCRIBED ON JULY 23, 1985 UNDER DOCUMENT NO. 85113985 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046078 IN COOK COUNTY, ILLINOIS; THENCE ALONG THE BOUNDARY OF SAID UNIT 1, THE FOLLOWING 3 COURSES:

NORTH 01 DEGREES 42 MINUTES 11 SECONDS EAST, 390.81 FEET;
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET;
NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 140.00 FEET TO A SOUTHWESTERLY CORNER, AS MONUMENTED AND OCCUPIED OF SARASOTA TRAILS UNIT 2 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 29, 1985 UNDER DOCUMENT NO. 85123030 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046079 IN COOK COUNTY, ILLINOIS;

THENCE ALONG THE BOUNDARY OF SAID UNIT 2 THE FOLLOWING 3 COURSES:

SOUTH 48 DEGREES 30 MINUTES 00 SECONDS EAST, 60.00 FEET;
SOUTH 63 DEGREES 13 MINUTES 31 SECONDS EAST 248.89 FEET;
NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 186.86 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 57 DEGREES 50 MINUTES 00 SECONDS EAST, 54.00 FEET;
THENCE SOUTH 84 DEGREES 50 MINUTES 00 SECONDS EAST, 18.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 24 MINUTES 43 SECONDS WEST, 135.92 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 108.00 FEET, (WHOSE CHORD BEARS SOUTH 54 DEGREES 04 MINUTES 30 SECONDS EAST, 34.61 FEET) AN ARC DISTANCE OF 34.76 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 18 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 60.23 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 53 SECONDS EAST, 177.44 FEET; THENCE NORTH 84 DEGREES 50 MINUTES 00 SECONDS WEST, 5.25 FEET TO THE POINT OF BEGINNING. CONTAINING 6,607 SQUARE FEET (0.15 ACRES) OF LAND, MORE OR LESS.

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TOGETHER WITH:

PARCEL VI

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 01 DEGREES 49 MINUTES 34 SECONDS WEST, 860.97 FEET, ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 16 MINUTES 49 SECONDS EAST, 351.60 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 1-PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 23, 1985 UNDER DOCUMENT NO. 85113985 AND RERECORDED ON JANUARY 30, 1989, UNDER DOCUMENT NO. 89046078 IN COOK COUNTY, ILLINOIS; THENCE ALONG THE BOUNDARY OF SAID UNIT 1, THE FOLLOWING 3 COURSES:

NORTH 01 DEGREES 43 MINUTES 11 SECONDS EAST, 390.81 FEET;
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET;
NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 140.00 FEET TO A SOUTHWESTERLY CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 2 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 29, 1985 UNDER DOCUMENT NO. 85123030 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046079 IN COOK COUNTY, ILLINOIS;

THENCE ALONG THE BOUNDARY OF SAID UNIT 2 THE FOLLOWING THREE COURSES:

SOUTH 48 DEGREES 30 MINUTES 00 SECONDS EAST, 60.00 FEET;
SOUTH 63 DEGREES 13 MINUTES 31 SECONDS EAST, 248.89 FEET;
NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 156.86 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 57 DEGREES 50 MINUTES 00 SECONDS EAST, 54.00 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 00 SECONDS EAST, 23.26 FEET; THENCE SOUTH 2 DEGREES 26 MINUTES 53 SECONDS WEST, 177.44 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 18 SECONDS EAST, 128.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 51 MINUTES 18 SECONDS EAST, 15.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 96.00 FEET (WHOSE CHORD BEARS SOUTH 36 DEGREES 56 MINUTES 00 SECONDS EAST, 26.46 FEET) AN ARC DISTANCE OF 26.35 FEET; THENCE NORTH 60 DEGREES 59 MINUTES 19 SECONDS EAST, 59.50 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 02 SECONDS EAST, 29.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1,182 SQUARE FEET (0.03 ACRES) OF LAND, MORE OR LESS IN COOK COUNTY, ILLINOIS.

TR/E.803

PLN 06 28 201 002 + 003
CKA Vacant Property Route 59 + Irving Park Rd
Streamwood

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EXHIBIT "B-1"

COMMON AREAS

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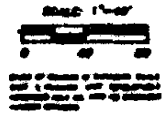
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Property of Cook County Clerk's Office

LAUREL OAKS UNIT #1

A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.

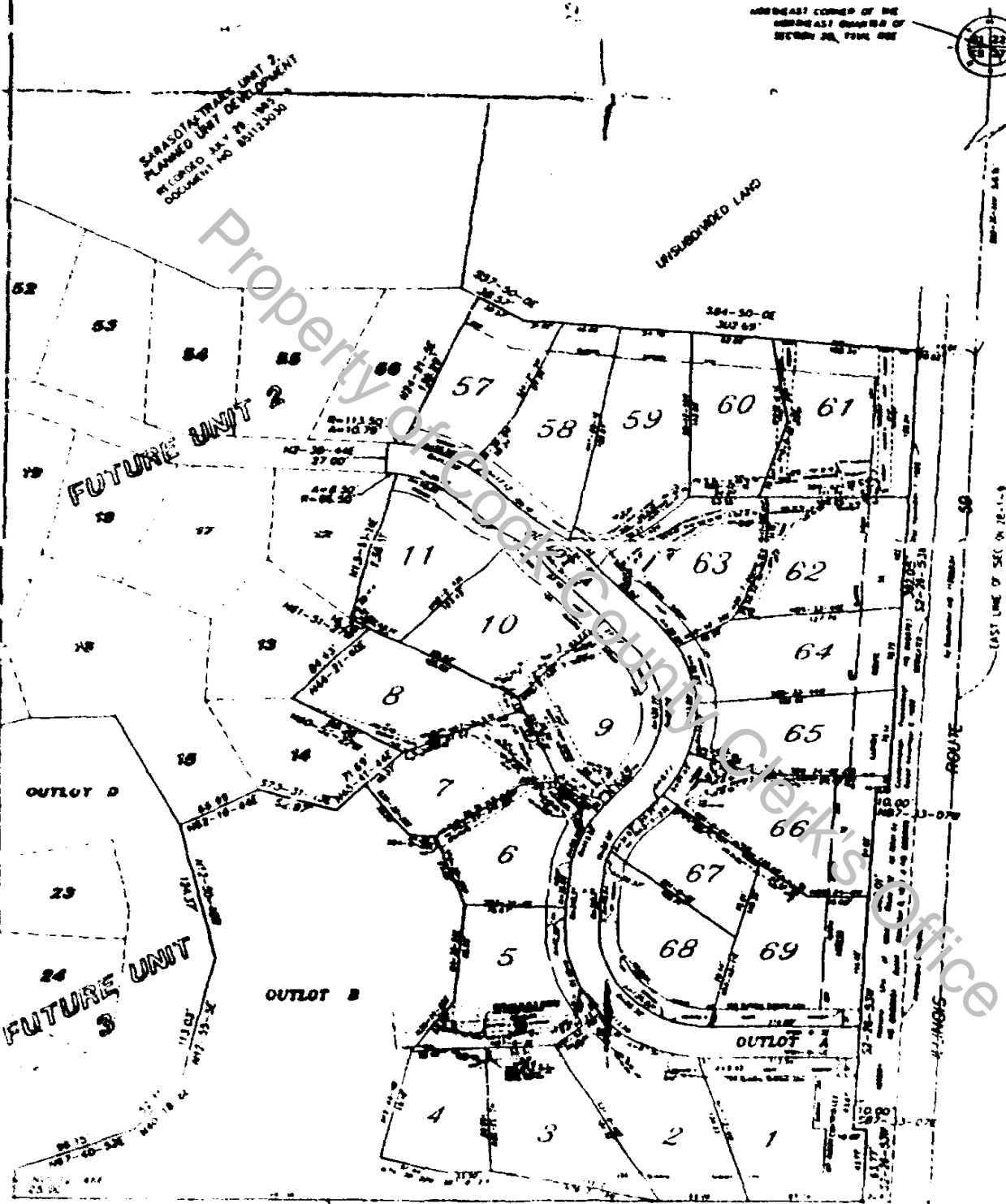
SHEET 1 OF 2



NORTHEAST CORNER OF THE
NORTHEAST QUARTER OF
SECTION 28, TOWNSHIP 41
NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN,
COOK COUNTY, ILLINOIS.

SARASOTA TRAIL UNIT 2
PLANNED UNIT DEVELOPMENT
RECORDER'S MAP NO. 88119000

UNSUBSIDIZED LAND



91655994

DONOHUE
COUNTY CLERK

* All sections marked as outlots consist of
unsubsidized areas

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LAUREL OAKS UNIT
A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.

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Michael J. Day
Michael J. Day

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NOV-08 '91 FRI 17:17 ID:LEVINSTEIN & RESNICK TEL NO:312 527 2630

#894 P27

EXHIBIT "B-2"

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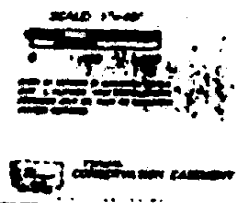
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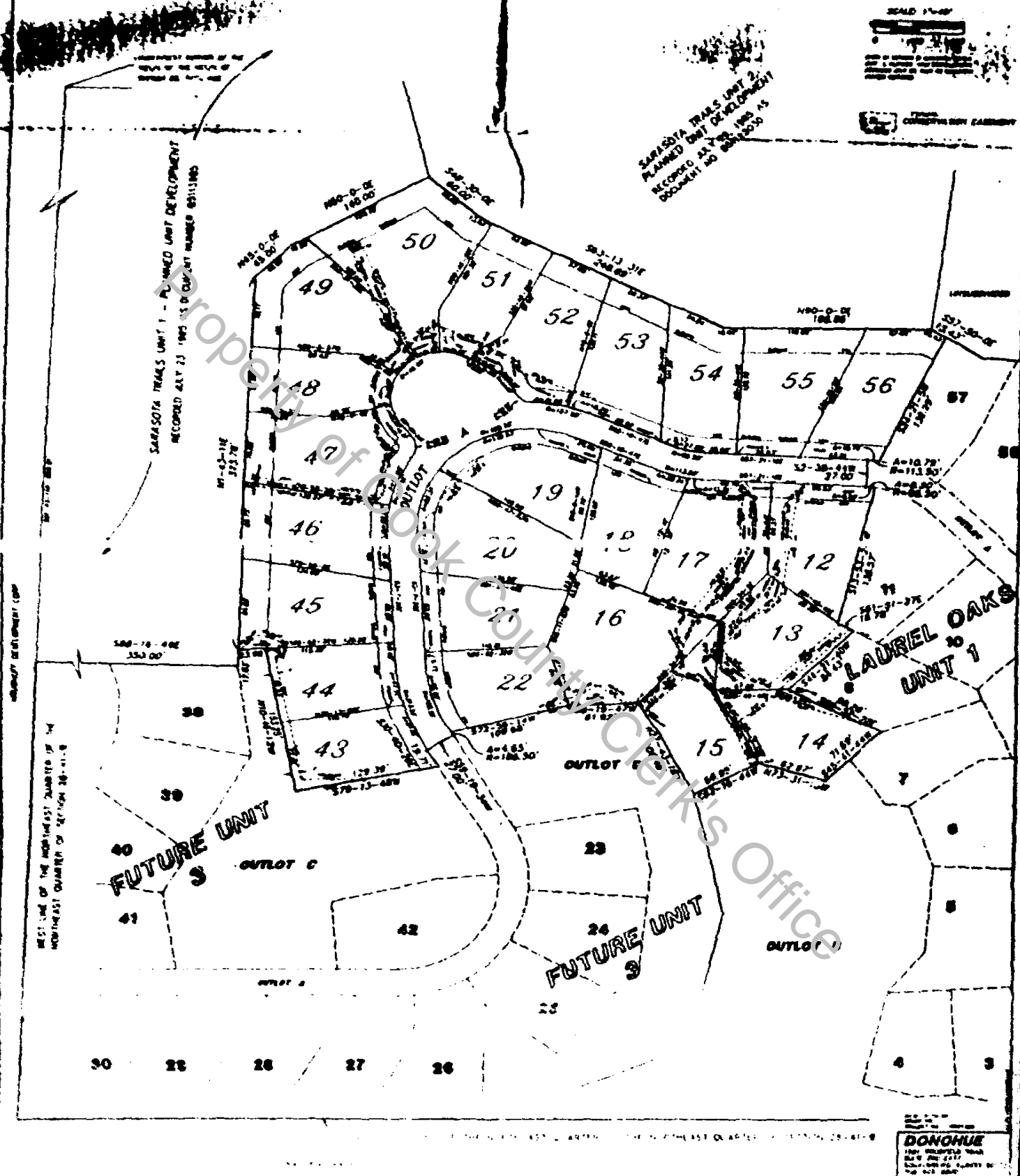
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A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.



SARASOTA TRAILS UNIT 2
PLANNED UNIT DEVELOPMENT
RECORDED AT VOL. 198 AS
DOCUMENT NO. 888-20350

SARASOTA TRAILS UNIT 1 - PLANNED UNIT DEVELOPMENT
RECORDED AT VOL. 185 AS DOCUMENT NUMBER 8811960



LAUREL OAKS
UNIT 1

FUTURE UNIT
OUTLOT C

FUTURE UNIT
OUTLOT D

DONOHUE
SURVEYOR

*All portions marked as outlots
subject to future development

9155599A

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Property of Cook County Clerk's Office

UNOFFICIAL COPY LAUREL OAKS UNIT 2

A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 8
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS

STATE OF ILLINOIS
COUNTY OF COOK

NOTICE TO THE PUBLIC
I, the undersigned, being duly qualified as a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the County of Cook, State of Illinois.

STATE OF ILLINOIS
COUNTY OF COOK

STATE OF ILLINOIS
COUNTY OF COOK

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COUNTY OF COOK



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EXHIBIT "A-1"

Property of Cook County Clerk's Office

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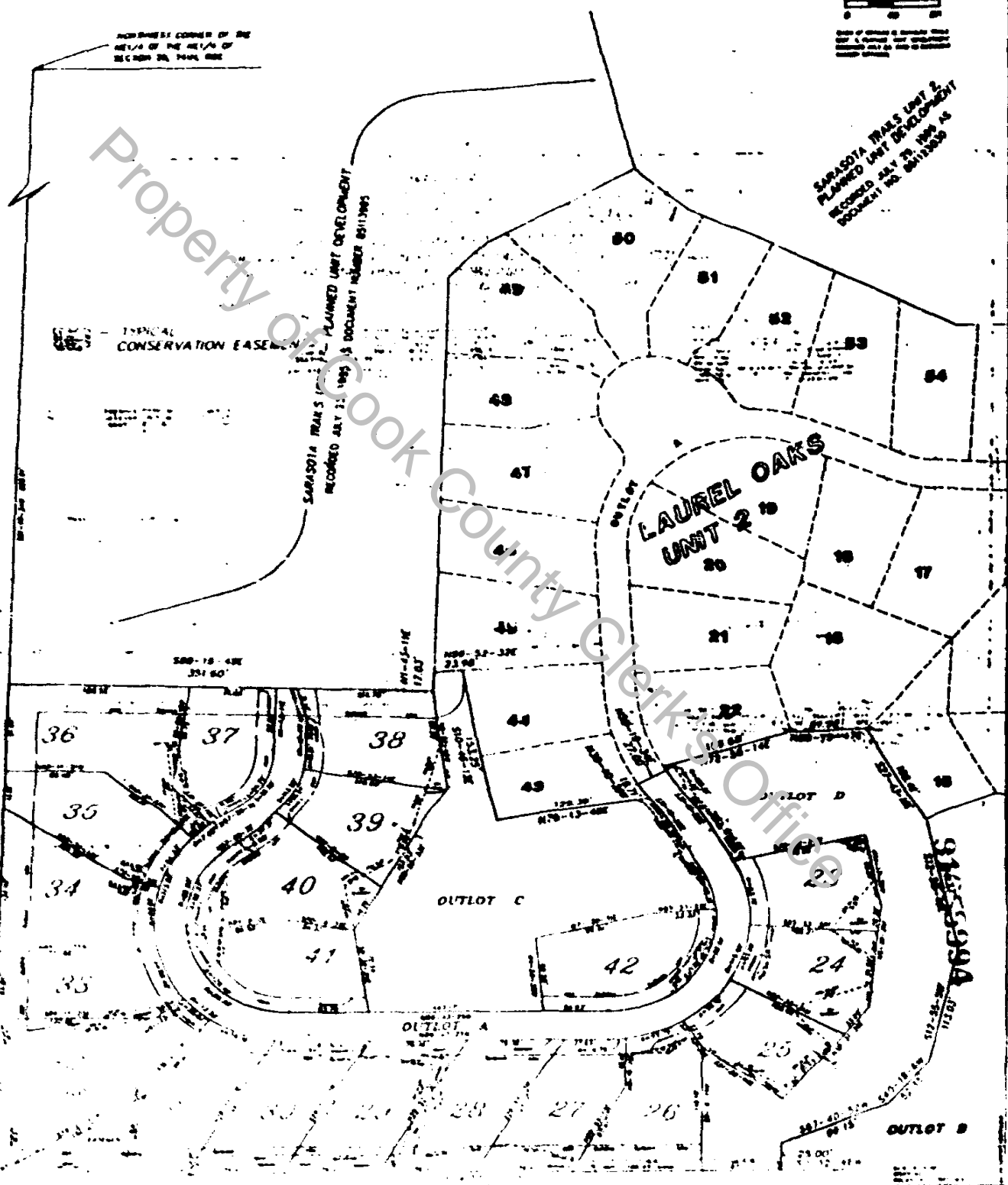
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Property of Cook County Clerk's Office

SHEET 1 OF 2

LAUREL OAKS UNIT 3

A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.



SARASOTA TRAILS UNIT 2
PLANNED UNIT DEVELOPMENT
RECORDED JULY 29, 1989 AS
DOCUMENT NO. 8811989

Property of Cook County Clerk's Office

WEST 1/4 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28-41-9

DONOHUE

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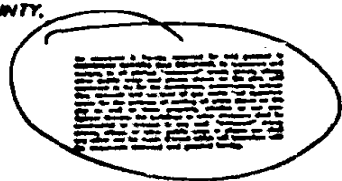
Property of Cook County Clerk's Office

LAUREL OAKS UNIT 3

A PLANNED UNIT DEVELOPMENT
BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.

PROVISIONS:

UNIT 3 OF THIS UNIT WITH OTHER UNITS SHALL BE PLANNED AND DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT ACT, CHAPTER 127, ARTICLE 1.



THESE PROVISIONS SHALL BE APPLIED TO THE DEVELOPMENT OF THIS UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT ACT, CHAPTER 127, ARTICLE 1.

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 19____.

Notary Public in and for the State of Illinois
My Commission Expires _____
Michael J. Day 6/15/10
Paul J. Day June 15, 2010

STATE OF ILLINOIS
COUNTY OF COOK
BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

STATE OF ILLINOIS
COUNTY OF COOK
BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

STATE OF ILLINOIS
COUNTY OF COOK
BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

PLANNED UNIT DEVELOPMENT

FOR THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Commenced by _____
The _____

THESE PROVISIONS SHALL BE APPLIED TO THE DEVELOPMENT OF THIS UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT ACT, CHAPTER 127, ARTICLE 1.

PLANNED UNIT DEVELOPMENT

FOR THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

THESE PROVISIONS SHALL BE APPLIED TO THE DEVELOPMENT OF THIS UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT ACT, CHAPTER 127, ARTICLE 1.

PLANNED UNIT DEVELOPMENT

FOR THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

THESE PROVISIONS SHALL BE APPLIED TO THE DEVELOPMENT OF THIS UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT ACT, CHAPTER 127, ARTICLE 1.

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 19____.

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 19____.

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 19____.

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 19____.

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Property of Cook County Clerk's Office