

SIXTH LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS SIXTH LOAN MODIFICATION AND EXTENSION AGREEMENT (the "Agreement") is being executed this 30th day of March, 1993 ("Execution Date") but is intended to be effective as of December 31, 1992 ("Effective Date") by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283 (the "Mortgagor"), THE EDGE VENTURE, an Illinois general partnership (the "Beneficiary") (Mortgagor and Beneficiary being collectively referred to herein as "Borrower"), FCLS PULASKI PARTNERSHIP, an Illinois general partnership, and DAVIDOLA VENTURE, an Illinois general partnership (collectively the "Partners"), ROBERT L. STOVALL, NORMAN O. STAVA, STEPHEN L. SCHLADER, MICHAEL L. MULLEN and DAVID P. KAHNWEILER (collectively the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank").

. DEPT-01 RECORDING \$59.00  
. T46666 TRAM 2315 09/30/93 16:08:00  
. #2494 \* -93-786150  
. COOK COUNTY RECORDER

RECITALS

A. The Mortgagor, the Beneficiary, the Partners, the Individual Guarantors, and the Bank have heretofore entered into the documents listed on Exhibit A attached hereto (collectively the "Original Loan Documents").

B. The Amended Note referred to in Exhibit A was created pursuant to the Third Modification (as defined in Exhibit B), and all of the Original Loan Documents were previously modified and amended by the documents listed on Exhibit B attached hereto (such modifications being sometimes referred to herein collectively as the "Previous Modifications" and the Original Loan Documents, as amended by the Previous Modifications, being collectively referred to herein as the "Loan Documents").

C. The Loan Documents evidence a loan (the "Loan") made by the Bank to the Mortgagor for the benefit of the Beneficiary in the original principal amount of \$7,000,000, for the purpose of providing mortgage financing for the purchase and improvement of the real estate described in Exhibit C attached hereto and the personal property located thereon (the "Premises"), which are designed for use as an industrial building.

D. The Loan matured on December 31, 1992 (the "Maturity Date"), and Borrower failed to pay all sums due under the Mortgage and the Amended Note, such action constituting an event of default under § 4.1(a) of the Mortgage (the "Existing Default"). The Bank notified the Mortgagor and the Beneficiary of the Existing Default under the Mortgage in a Notice of Default dated January 12, 1993.

E. The Borrower has requested that the Bank agree to extend the maturity date of the Loan and agree to certain modifications of the Loan Documents as provided in this

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Agreement, and the Bank is willing to do so subject to the terms and conditions set forth herein.

## AGREEMENT

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

### SECTION 1. DEFINITIONS

1.1 Additional Default. The occurrence of any of the events or circumstances described in Section 2.2 hereof.

1.2 Event of Bankruptcy. The occurrence of any of the following with respect to the Borrower, any general partner of the Borrower or any Individual Guarantor: (i) seeking the appointment of a receiver, trustee, liquidator, custodian or other similar official for itself or for all or any part of its property, (ii) filing any petition seeking a discharge, rearrangement, reorganization, adjustment, liquidation, dissolution or composition of it or its debts pursuant to the bankruptcy laws of the United States or any state or any other competent jurisdiction, (iii) making a general assignment for the benefit of its creditors, (iv) taking any corporate or other action to authorize any of the actions set forth in clauses (i) through (iii) above, (v) filing of an involuntary petition against such Person seeking relief under the bankruptcy or insolvency laws of the United States or any state or any other competent jurisdiction, which petition is not dismissed within thirty (30) days, or (vi) entering of an order, judgment or decree by a court of competent jurisdiction appointing, without the consent of such Person, a receiver or trustee for such Person or for all or any part of its property.

1.3 Event of Default. Any default or event of default under any of the Loan Documents which continues beyond any cure period applicable thereunder, whether existing or hereafter occurring, or the occurrence of any Additional Default or Event of Bankruptcy.

1.4 Extension Period. The period of time beginning on the Effective Date and ending on the New Maturity Date.

1.5 Person. Any natural person or any entity.

1.6 New Maturity Date. The earlier to occur of (i) June 30, 1993, or (ii) the date of the occurrence of an Event of Default.

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## SECTION 2. EXTENSION OF MATURITY DATE; ACKNOWLEDGMENTS

2.1 Extension of Maturity; Fee. The maturity date of the Loan is hereby extended from the Effective Date to the New Maturity Date. All other provisions of the Loan Documents shall continue in effect throughout the Extension Period, except that during the Extension Period the regular monthly payments required of the Borrower during the months of April, May and June of 1993, shall consist of interest only, and Borrower shall not be required to pay the monthly principal amortization, for those months, presently provided for in the Loan Documents. Concurrently with the execution of this Agreement, Borrower shall pay an extension fee of Fifteen Thousand Two Hundred Seventy-Nine Dollars (\$15,279) by cashier's check or immediately available federal funds. The extension fee shall be deemed fully earned by Lender upon Lender's and Borrower's execution of this Agreement, irrespective of whether other conditions to the extension of the maturity of the Loan hereunder may not be satisfied, or whether other events cause the maturity of the Loan to occur prior to the New Maturity Date pursuant to any provision of the Loan Documents. In addition, Borrower agrees to pay all fees and expenses which may be incurred by Lender in connection with the preparation and execution of this Agreement, including but not limited to attorneys' fees and expenses.

2.2 Additional Defaults. In addition to the defaults identified in the Loan Documents, the occurrence of any of the following events shall also be deemed an Event of Default:

2.2.1 Borrower shall fail to comply with any term, condition or covenant set forth in this Agreement, or any representation made by Borrower and the Individual Guarantors under or in connection with this Agreement shall be materially false as of the date when made or shall hereafter become materially false;

2.2.2 Borrower, the Individual Guarantors or any affiliate of the Borrower or of the Individual Guarantors shall have commenced any legal action or adversary proceeding against the Bank, whether in connection with the Loan or otherwise;

2.2.3 any Person shall have commenced any legal action or proceeding seeking to avoid, invalidate or subordinate any of the Bank's claims, liens or guaranties with respect to the Borrower or any assets of the Borrower or any other collateral securing the Loan;

2.2.4 the entry of any judgment in favor of the General Motors Corporation ("GMC") against any or all of the

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Individual Guarantors, Carl Manofsky, and Timothy Luby (collectively the "Defendants") in the pending action filed in the United States District Court of the Northern District of Illinois, Case No. 92 C 7869 (the "GMC Action"), whether or not the same shall be subject to appeal or reconsideration;

**2.3 No Waiver; Reservation of Rights.** Nothing in this Agreement, nor any delay on the part of the Bank in exercising any power, right or remedy, shall be construed to be a waiver of or acquiescence in any existing default or future default under any of the Loan Documents or this Agreement.

**2.4 Documents to Remain in Effect; Confirmation of Obligations.** The Loan Documents remain in full force and effect as originally executed and delivered by the parties, except (i) as previously modified and amended by the Previous Modifications, and (ii) as expressly modified and amended herein. The Mortgagor, the Beneficiary, the Partners and the Individual Guarantors hereby confirm and agree that the Loan Documents, as listed on Exhibits A and B hereto, together with this Agreement constitute all of the agreements between the Bank and either the Borrower or the Individual Guarantors with respect to the Loan, and that there are no other agreements or understandings between the Borrower and the Individual Guarantors, whether written or oral, not contained in the Loan Documents.

**2.5 Waiver of Defenses, Claims.** Neither the Borrower nor the Individual Guarantors have any defense, counterclaim, offset, claim or demand which could be asserted to reduce or eliminate all or any part of the Borrower's or the Individual Guarantors' obligations under the Loan Documents, or which could be asserted to mitigate or excuse any defaults by either the Borrower or the Individual Guarantors in the payment or the performance of such obligations. Neither Borrower nor the Individual Guarantors will assert any presently existing cause of action, claim, or demand against the Bank, for any matter arising out of or in connection with the Loan Documents.

**2.6 No Modification; No Waiver.** This Agreement shall not constitute: (i) an agreement to negotiate with one or more of the parties; (ii) an agreement to amend or modify any or all of the Loan Documents; or (iii) a course of conduct or course of dealing relating to any one or more of the above.

**2.7 Liens.** Borrower acknowledges and agrees that the Bank's Mortgage lien and other liens on the Premises and any other collateral for the Loan continue to be valid, binding and enforceable liens which secure the obligations under the Loan Documents.

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## SECTION 3. CONDITIONS

The effectiveness of this Agreement is subject to the performance, satisfactory to the Bank in its sole discretion, of the following conditions precedent:

3.1 Execution of Documents. Borrower, the Partners, and the Individual Guarantors all shall have duly executed and delivered to Lender an original of this Agreement.

3.2 Title. Receipt by the Bank of updated (i) title searches and (ii) updated Uniform Commercial Code searches, containing no exceptions other than Permitted Encumbrances (as defined in the Loan Documents).

3.3 Legal Opinions. Receipt by the Bank of an opinion or opinions of counsel for the Beneficiary, the Partners, and the Individual Guarantors, covering (i) the formation and existence of the Beneficiary and the Partners, (ii) the authority of the Beneficiary, the Partners, and the Individual Guarantors to execute this Agreement and undertake the obligations set forth herein, (iii) the validity and enforceability of this Agreement against the Borrower, the Partners, and the Individual Guarantors, and (iv) such other matters as the Bank shall have required in prior opinions relating to the Loan Documents, all in form and substance acceptable to the Bank.

3.5 Payment of Costs. Borrower shall have paid the extension fee and all fees and expenses incurred by Lender to date in connection with the preparation and execution of this Agreement, including but not limited to attorneys' fees and expenses.

## SECTION 4. CONSENT TO TERMINATION OF LEASE

The Bank will consent to the complete cancellation of the lease obligations of Fearn International, Inc. ("Fearn"), subject to the following conditions and understandings:

4.1 The amount payable by Fearn on account of such cancellation will be \$338,779.40 and will be payable no later than March 31, 1993 (the "Fearn Cancellation Proceeds").

4.2 The Fearn Cancellation Proceeds will be the property of the Bank upon receipt, and such proceeds will be deposited in an interest bearing account at the Bank in the name of the Bank. Upon the occurrence of an Event of Default, and in any event on the New Maturity Date, the Bank shall be entitled to apply the Fearn Cancellation Proceeds, to the extent any Fearn Cancellation Proceeds remain after application under Sections 4.3 and 4.4 below, to Borrower's obligations under the Loan Documents, in such order and manner as Bank may elect.

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4.3 During the Extension Period (and thereafter if and only if the Bank, in its sole discretion, elects to extend the New Maturity Date of the Loan), and provided no Event of Default shall have occurred, the Bank will make disbursements from time to time out of the Fearn Cancellation Proceeds, to pay the monthly interest payments in accordance with the provisions of the Loan Documents, according to the following:

4.3.1 the Borrower will submit to the Bank monthly statements, in form and content reasonably acceptable to the Bank, showing the gross monthly revenues received and the ordinary and reasonable operating expenses of the property for such month (the difference between such revenues and expenses being the "Monthly NOI"); and

4.3.2 the Borrower will be obligated to apply the Monthly NOI toward the payment of the monthly interest payments, and to the extent that the Monthly NOI is less than the regular interest payments under the Loan, the Bank will apply the Fearn Cancellation Proceeds to such shortfall.

4.4 The Fearn Cancellation Proceeds will not be made available to or for the benefit of the Borrower for any purpose or under any conditions, except that if (x) the Borrower obtains a new tenant for all or any portion of vacant space, (y) the Bank approves the terms of any such new lease and the improvements required to be provided to the tenant under such lease, and (z) no Event of Default shall have occurred and the New Maturity Date shall not yet have occurred (or shall have been extended by further agreement, in the Bank's sole discretion), then the Bank may (but shall not be obligated to) approve the use of some or all of the remaining amount of the Fearn Cancellation Proceeds (to the extent not applied as described above and not previously disbursed pursuant to this Section) to pay costs associated with the new lease. Upon the approval of any such new lease, the Bank shall immediately communicate to Borrower the amount of Fearn Cancellation Proceeds, if any, the Bank shall distribute to Borrower to pay costs associated with the new lease.

## SECTION 5. REPRESENTATIONS AND WARRANTIES

In consideration of and to induce the Bank to extend the maturity date of the Loan and make the other agreements contained herein, Borrower hereby represents and warrants to the Bank as of the date hereof as follows:

5.1 Recitals. Borrower acknowledges and agrees that the recitals set forth at the beginning of this Agreement are true and correct.

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5.2 Representations and Warranties. All certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade to speak as of the Effective Date and the Extension Date.

5.3 Organization and Powers. The execution, delivery and performance by Borrower and the Partners of this Agreement are within their respective powers, have been duly authorized by all necessary partnership action, have received all necessary governmental approvals (if any shall be required), and do not and will not contravene or conflict with (i) any provision of law applicable to Borrower and/or the Partners, (ii) the partnership agreements of Borrower and/or the Partners, or (iii) any order, judgment or decree of any court or other agency of government or any contractual obligation binding upon Borrower and/or the Partners.

5.4 Partnership Documentation. The Partners certify and represent that the partnership agreement for The Edge Venture, dated April 30, 1989, is in full force and effect and has not been amended or modified since December 31, 1990. Stovall, Stava, Schlader, and Mullen certify and represent that the partnership agreement for FOLS Pulaski Partnership, dated April 30, 1989, is in full force and effect and has not been amended or modified since December 31, 1990. Kahnweiler certifies and represents that the amended and restated partnership agreement for Davidola Venture, dated May 15, 1989, is in full force and effect and has not been amended or modified since its original execution on April 30, 1989.

## SECTION 6. MISCELLANEOUS

6.1 Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Loan Documents shall be deemed to include the previous modifications and amendments to the Loan Documents provided for in the Previous Modifications and the Partial Release, whether or not express reference is made to such previous modifications and amendments.

6.2 Captions. Section captions used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.

6.3 Governing Law; Jurisdiction. The parties hereto agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflict of laws principles.

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6.4 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and all such counterparts shall together constitute one and the same Agreement.

6.5 No Third Party Beneficiaries. This Agreement shall inure to the sole benefit of the Borrower, the Individual Guarantors and the Bank. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Agreement.

6.6 Legal Review. Borrower acknowledges that it has been advised by legal counsel of its choice in connection with the interpretation, negotiation, drafting and effect of this Agreement and the Borrower is satisfied with such legal counsel and the advice which it has received from such legal counsel.

6.7 Amendments, Changes and Modifications. This Agreement may be amended, changed or modified only by a written agreement signed by all parties hereto.

6.8 Entire Agreement. This is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other understandings, oral or written, between the parties.

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

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

6.11 Time of the Essence. Time is of the essence in the performance of the Borrower's obligations under the Loan Documents.

6.12 Construction. The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed. The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.



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6.13 Notice. Notices under this Agreement and the Loan Documents shall be sent to the Borrower and the Bank as follows:

If to the Mortgagor: LaSalle National Bank, as Trustee  
under Trust No. 114283  
135 South LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department

with a copy to:

The Edge Venture  
c/o Mr. Robert L. Stovall  
FCLS Pulaski Partnership  
960 Maplewood Drive  
Itasca, Illinois 60143

and to:

The Edge Venture  
c/o Mr. David R. Kahnweiler  
Bennett & Kahnweiler Incorporated  
9700 West Bryn Mawr Avenue  
Rosemont, Illinois 60018-5275

and to:

Benjamin J. Randall  
Katz, Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601-1097

If to the Mortgagee: The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

Attention: Brigid M. Brennan  
Commercial Real Estate  
Division

6.14 Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., as successor to LaSalle National Bank, in its own right, but solely in the exercise of the powers conferred upon it as such trustee;

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and that no personal liability or personal responsibility is assumed by or shall at anytime be asserted or enforceable against LaSalle National Trust, N.A., as successor to LaSalle National Bank, on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

6.15 Consent of Individual Guarantors. By their execution hereof, the Individual Guarantors do each hereby consent to the this Agreement, and each acknowledge and agree that the Guaranty of Payment and Performance dated May 1, 1989 (the "Guaranty"); remains valid and enforceable notwithstanding any modifications of the Loan Documents contained herein. The Individual Guarantors each join in and guaranty the representations and warranties of the Borrower in Section 5 above.

6.16 Recourse Limitations. The provisions of this Agreement shall not be deemed to modify any recourse limitations contained in any of the Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Execution Date, with the intention that it be effective as of the Effective Date.

LASALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, as Trustee  
as aforesaid and not personally

By: \_\_\_\_\_

Title: VICE PRESIDENT

Attest: *[Signature]*  
Title: ASSISTANT SECRETARY

THE EDGE VENTURE, an Illinois general  
partnership

By: FCLS Pulaski Partnership, an Illinois  
general partnership Partner

By: *[Signature]*  
Robert L. Stovall, Duly Authorized  
Partner

By: Davidola Venture, an Illinois general  
partnership Partner

By: *[Signature]*  
David R. Kahnweiler, Duly  
Authorized Partner

FCLS PULASKI PARTNERSHIP, an Illinois general  
partnership

By: *[Signature]*  
Robert L. Stovall, Duly Authorized  
Partner

DAVIDOLA VENTURE, an Illinois general  
partnership

By: *[Signature]*  
David R. Kahnweiler, Duly Authorized  
Partner

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BANK:

THE NORTHERN TRUST COMPANY

By:

*Lawrence White*

Title:

*V.P.*

INDIVIDUAL GUARANTORS:

*Robert L. Stovall*

ROBERT L. STOVALL

*Norman C. Stava*

NORMAN C. STAVA

*Stephen C. Schlader*

STEPHEN C. SCHLADER

*Michael M. Mullen*

MICHAEL M. MULLEN

*David R. Kahnweiler*

DAVID R. KAHNWEILER

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Property of Cook County Clerk's Office

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## EXHIBIT A

### Original Loan Documents

1. Commitment Letter dated May 1, 1989 (the "Commitment Letter"), from the Bank to the Mortgagor and the Beneficiary.
2. Amended and Restated Mortgage Note dated May 1, 1989 (the "Amended Note"), from the Mortgagor to the Bank in the principal amount of \$7,000,000.
3. Mortgage and Security Agreement dated as of May 1, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199979.
4. Assignment of Rents and Leases dated as of May 1, 1989 (the "Assignment of Rents"), from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199980.
5. Security Agreement dated as of May 1, 1989, from the Beneficiary to the Bank.
6. Security Agreement (Motorola Contract) dated as of May 1, 1989, from the Beneficiary to the Bank.
7. Irrevocable Right to Approve dated as of May 1, 1989, from the Beneficiary to the Bank.
8. Guaranty of Payment and Performance dated as of May 1, 1989 (the "Guaranty"), from the Beneficiary, the Partners and the Individual Guarantors to the Bank.
9. Uniform Commercial Code Financing Statements executed in connection with the foregoing.

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## EXHIBIT B

### Previous Modifications

1. Modification Agreement dated as of May 8, 1989 (the "First Modification"), by and among the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on June 5, 1989, as Document No 89253349.
2. Modification Agreement dated as of November 1, 1990 (the "Second Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 15, 1991, as Document No. 91023016.
3. Third Modification Agreement dated as of May 1, 1991 (the "Third Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 6, 1991, as Document No. 91462909.
4. Fourth Modification Agreement dated as of October 1, 1991 (the "Fourth Modification"), by among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 6, 1991, as Document No. 91597306.
5. Fifth Modification Agreement dated as of December 31, 1991 (the "Fifth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 8, 1992, as Document No. 92315522.
6. Partial Release dated March 13, 1992 (the "Partial Release"), from the Bank to the Mortgagor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 11, 1992, as Document No. 92315521.
7. Uniform Commercial Code Financing Statements executed in connection with the foregoing.

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Address of Premises:

2553 North Edgington Avenue  
Franklin Park, Illinois

Permanent Index Numbers:

12-27-300-030  
12-27-300-032  
12-27-300-033  
12-27-300-034  
12-27-300-035  
12-27-300-036  
12-27-300-044

## EXHIBIT C LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660.40 FEET EAST OF THE WEST LINE AND 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 660.40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 394.00 FEET TO A POINT WHICH IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, TO A POINT 154.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHEASTERLY 270.35 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID POINT BEING 300 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF GRAND AVENUE, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID GRAND AVENUE TO ITS INTERSECTION WITH A LINE 605.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 625.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT 360.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, THENCE WEST ALONG A LINE 360.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT 54.00 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 56 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT IN A LINE 445.00 FEET NORTH OF THE SOUTH

LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 445.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 605.90 FEET; THENCE SOUTH ALONG A LINE 659.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET TO A POINT 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 444.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING.

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EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 00 MINUTES, 20 SECONDS WEST ALONG A LINE 625.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1583.46 FEET TO A POINT ON THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES, 24 MINUTES, 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE, A DISTANCE OF 630.53 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1275.03 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 59.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 34 SECONDS WEST A DISTANCE OF 85.05 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 20 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 AND 449 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS ALONG THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 244.11 FEET TO A POINT IN THE WEST LINE OF THE EAST 625.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.44 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST A DISTANCE OF 103.32 FEET; THENCE NORTH 32 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 174.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 274.94 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING;

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ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 WITH A LINE 54.00 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 373.00 FEET TO A POINT IN THE WEST LINE OF A RAILROAD SPUR TRACT EASEMENT (22 FEET IN WIDTH) AS DESCRIBED IN DOCUMENT NO. 27127391; THENCE SOUTH AND SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID RAILROAD EASEMENT THE FOLLOWING DESCRIBED COURSES:

SOUTH 00 DEGREES, 00 MINUTES, 30 SECONDS A DISTANCE OF 8.62 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 296.95 FEET, AN ARC LENGTH OF 189.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 36 DEGREES, 45 MINUTES, 05 SECONDS EAST A DISTANCE OF 173.69 FEET; THENCE SOUTH 33 DEGREES, 10 MINUTES, 30 SECONDS EAST A DISTANCE OF 32.37 FEET; THENCE SOUTH 40 DEGREES, 19 MINUTES, 40 SECONDS EAST A DISTANCE OF 104.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 970.50 FEET, AN ARC LENGTH OF 94.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45 DEGREES, 50 MINUTES, 13 SECONDS EAST A DISTANCE OF 64.00 FEET TO THE POINT OF INTERSECTION WITH A CURVED LINE, SAID CURVED LINE BEING THE NORTHERLY LINE OF A RAILROAD SPUR TRACT EASEMENT (22 FEET IN WIDTH) AS DESCRIBED IN DOCUMENT NO. 25396246; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE LAST DESCRIBED EASEMENT, BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 321.74 FEET, A CHORD LENGTH OF 126.15 FEET BEARING NORTH 78 DEGREES, 17 MINUTES, 16 SECONDS WEST, AN ARC LENGTH OF 126.98 FEET TO POINT 660.40 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 660.40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 3.30 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 659.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 60.590 FEET; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 54 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 513.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS::

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BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 50.0 FEET OF SAID 1/4 SECTION WHICH IS 660.4 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH 0 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, A DISTANCE OF 369.39 FEET TO A POINT IN A CURVED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 159.56 FEET, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 293.16 FEET, A CHORD BEARING OF 75 DEGREES, 31 MINUTES, 45 SECONDS EAST AND A CHORD DISTANCE OF 157.59 FEET; THENCE SOUTH 30 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 3.37 FEET TO A POINT IN A CURVED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 71.29 FEET, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 299.74 FEET, A CHORD BEARING OF SOUTH 52 DEGREES, 39 MINUTES, 22 SECONDS EAST AND A CHORD DISTANCE OF 71.13 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, AN ARC DISTANCE OF 141.81 FEET, HAVING A RADIUS OF 389.10 FEET, CONVEX TO THE NORTHEAST, A CHORD BEARING OF SOUTH 35 DEGREES, 23 MINUTES, 48 SECONDS EAST AND A CHORD DISTANCE OF 141.03 TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES, 57 MINUTES, 20 SECONDS EAST, A DISTANCE OF 188.41 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 50.0 FEET OF SAID 1/4 SECTION; THENCE NORTH 89 DEGREES, 43 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 50.0 FEET OF SAID 1/4 SECTION A DISTANCE OF 367.48 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHICH LAND IS ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF A 18 FOOT WIDE SPUR TRACK EASEMENT AS DESCRIBED IN DOCUMENT 25396246, SAID POINT BEING 419.39 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION AND 660.40 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE WHICH IS THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 159.56 FEET, CONVEX TO THE NORTHEAST, A RADIUS OF 293.16 FEET, A CHORD BEARING OF SOUTH 75 DEGREES, 31 MINUTES, 45 SECONDS EAST AND A CHORD DISTANCE OF 157.59 FEET; THENCE SOUTH 30 DEGREES, 32 MINUTES, 08 SECONDS WEST A DISTANCE OF 3.37 FEET TO A POINT IN A CURVED LINE, SAID CURVED LINE BEING THE SOUTHWESTERLY LINE OF A 22 FOOT WIDE SPUR TRACK EASEMENT AS DESCRIBED IN DOCUMENT NO. 27127391; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, WHICH IS THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 71.29 FEET, CONVEX TO THE NORTH EAST, A RADIUS OF 299.74 FEET, A CHORD BEARING OF SOUTH 52 DEGREES, 39 MINUTES, 22 SECONDS EAST AND A CHORD DISTANCE OF 71.13 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, HAVING AN ARC DISTANCE OF 141.81 FEET, A RADIUS OF 389.10 FEET, CONVEX TO THE NORTHEAST, A CHORD BEARING OF SOUTH 35 DEGREES, 23 MINUTES, 48 SECONDS EAST AND A CHORD DISTANCE OF 141.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES, 57 MINUTES, 20 SECONDS EAST A DISTANCE OF 188.41 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 50 FEET OF SAID 1/4 SECTION; THENCE SOUTH 89 DEGREES, 43 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 50 FEET SAID 1/4 SECTION A DISTANCE OF 133.38 FEET TO A POINT 154.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTH 22 DEGREES, 39 MINUTES, 27 SECONDS EAST A DISTANCE OF 270.35 FEET TO A POINT 50 FEET WEST OF THE EAST LINE OF THE WEST 1/2

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OF SAID SOUTH WEST 1/4 AND 300 FEET NORTH OF THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTH WEST 1/4; THENCE NORTH 0 DEGREES, 00 MINUTES, 20 SECONDS WEST A DISTANCE OF 1020.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 68.12 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 59 MINUTES WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 0 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO A POINT 625 FEET WEST OF THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 SECTION 27; THENCE SOUTH 0 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG A LINE 625 FEET WEST OF AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 32.52 FEET; THENCE SOUTH 0 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.44 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST ALONG THE NORTHEASTERLY OF SAID 22 FOOT WIDE SPUR TRACK EASEMENT, A DISTANCE OF 103.32 FEET; THENCE NORTH 33 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 174.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 274.94 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES, 10 MINUTES, 30 SECONDS WEST ALONG A LINE 449.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 8.68 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 360 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 22 FEET; THENCE SOUTH 0 DEGREES, 10 MINUTES, 30 SECONDS EAST ALONG THE WESTERLY LINE OF SAID 22 FOOT WIDE SPUR TRACK EASEMENT, A DISTANCE OF 8.83 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 296.94 FEET, AN ARC DISTANCE OF 189.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36 DEGREES, 45 MINUTES, 05 SECONDS EAST A DISTANCE OF 173.69 FEET; THENCE SOUTH 33 DEGREES, 10 MINUTES, 30 SECONDS EAST A DISTANCE OF 32.37 FEET; THENCE SOUTH 40 DEGREES, 19 MINUTES, 40 SECONDS EAST A DISTANCE OF 104.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 977.64 FEET, AN ARC LENGTH OF 94.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45 DEGREES, 50 MINUTES, 13 SECONDS EAST A DISTANCE OF 67.00 FEET TO THE POINT OF INTERSECTION WITH A CURVED LINE, SAID CURVED LINE BEING THE NORTHERLY LINE OF SAID 18 FOOT WIDE SPUR TRACK EASEMENT; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID 19 FOOT WIDE EASEMENT, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 311.16 FEET, A CHORD LENGTH OF 127.96 FEET, BEARING NORTH 79 DEGREES, 12 MINUTES, 07 SECONDS WEST, AN ARC LENGTH OF 128.88 FEET TO A POINT 660.4 FEET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND 437.39 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 0 DEGREES, 10 MINUTES, 30 SECONDS EAST ALONG A LINE 660.4 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

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## ACKNOWLEDGEMENTS TO SIXTH LOAN MODIFICATION AND EXTENSION AGREEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 30th day of September, 1993, by Corinne Bek and Nancy A. Stack, Vice President and Assistant Secretary, respectively, of LaSalle National Trust, N.A., a national banking association, successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated April 4, 1987, and known as Trust No. 114283, on behalf of said Trustee.

[Signature]  
Notary Public

~~Notary Public  
"OFFICIAL SEAL"  
ELEANOR A. SCHROEDER  
Notary Public, State of Illinois  
My Commission Expires 5-8-95~~

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 21th day of September, 1993, by Robert L. Stevall, duly authorized partner of FCLS Pulaski Partnership, an Illinois general partnership, a partner of The Edge Venture, an Illinois general partnership, on behalf of said partnerships.

[Signature]  
Notary Public

~~"OFFICIAL SEAL"  
ELEANOR A. SCHROEDER  
Notary Public, State of Illinois  
My Commission Expires 5-8-95~~

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 21th day of September, 1993, by David R. Kahnweiler, duly authorized partner of Davidola Venture, an Illinois general partnership, a partner of The Edge Venture, an Illinois general partnership on behalf of said partnerships.

[Signature]  
Notary Public

~~"OFFICIAL SEAL"  
ELEANOR A. SCHROEDER  
Notary Public, State of Illinois  
My Commission Expires 5-8-95~~

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