

94364509
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5047
COOK COUNTY, ILLINOIS
FILED FOR RECORD

Cross Reference: Second Mortgage
recorded as Instrument Number 93820419 in
Cook County, Illinois

APR 15 1994 PM 1:43

94364509

CHICAGO TITLE AND TRUST COMPANY, as trustee
under a Trust Agreement dated June 15, 1985,
and known as Trust No. 1085900

and

ILLINOIS PARTNERS LIMITED PARTNERSHIP
(formerly Six Anchors Limited Partnership), a Maryland limited partnership,
having its principal place of business and principal office c/o The Prime Group, Inc.,
77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601

TO

THE DIAL CORP
a Delaware corporation, having its principal place of business and chief executive office at
1850 North Central Avenue, Phoenix, Arizona 85077

FIRST AMENDMENT TO SECOND MORTGAGE
(North Riverside Mall)

Dated as of April 15, 1994

Location: Cermak Road/26th Street, North Riverside, Illinois

Permanent Tax No. 15-25-200-004

PREPARED BY AND RECORD AND RETURN TO:

GIBSON, DUNN & CRUTCHER
2029 Century Park East, Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esq.

BALT04A:TLT:10348:1:04/07/94
21077-5

BOX 333-CTI

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11/10/2010 10:00:00 AM

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FIRST AMENDMENT TO SECOND MORTGAGE (NORTH RIVERSIDE MALL)

THIS FIRST AMENDMENT TO SECOND MORTGAGE (this "Amendment") is made as of April 15, 1994 by and among CHICAGO TITLE AND TRUST COMPANY, as trustee under a Trust Agreement dated June 15, 1985 and known as Trust No. 1085900 (the "Land Trustee"), ILLINOIS PARTNERS LIMITED PARTNERSHIP (formerly Six Anchors Limited Partnership), a Maryland limited partnership, having its principal office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 (the "Beneficiary," collectively with the Land Trustee, the "Mortgagor") and The Dial Corp, a Delaware corporation, having an office at 1850 North Central Avenue, Phoenix, Arizona 85077 ("Mortgagee").

RECITALS

A. Mortgagor executed that certain Second Mortgage made as of January 1, 1993, but dated as of September 28, 1993, in favor of Mortgagee which was recorded as Instrument No. 93820419 in Cook County, Illinois (the "Original Second Mortgage").

B. The First Mortgage is being amended and assigned concurrently with the execution of this Amendment.

C. The Parties desire to amend the Original Second Mortgage, in accordance with the terms hereof.

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

1. The second paragraph of the Original Second Mortgage shall be revised to delete clauses (i) and (ii) and replace same with the following:

- (i) the performance by Beneficiary of its obligations under that certain Lease/Sale Agency Agreement effective as of January 1, 1993 but dated as of September 28, 1993, among Beneficiary, Mortgagee and The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10, a Massachusetts business trust ("MPMT"), as amended by that certain First Amendment to Lease/Sale Agency Agreement dated as of April 15, 1994 among Beneficiary, Mortgagee and Aurora SPC, Inc., a Maryland corporation ("Aurora") as assignee of MPMT, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Lease/Sale Agency Agreement").
- (ii) the payment of that certain fee ("Guaranty Fee") if any, that may become due from Beneficiary to Mortgagee described in that certain Three Party Creditor Agreement among Beneficiary, MPMT and Mortgagee effective as of

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January 1, 1993, but dated as of September 28, 1993, as amended by that certain First Amendment to Three Party Creditor Agreement dated as of April 2, 1994 among Beneficiary, Mortgagee and Aurora, as assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof ("Creditor Agreement").

2. In Subsection 11(m), the term "Mortgagor" shall be deleted and replaced with "Mortgagee" and the term "Agent" shall be deleted and replaced with "the holder of the First Mortgage".

3. Section 29 shall be amended to delete "IPLP" and replace same with "Beneficiary" and to insert after "Incorporated" the following: "(GDI)", as amended by that certain First Amendment to Master Agreement dated as of April 2, 1994 among Beneficiary, Mortgagee, GDI and Aurora, assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof".

4. Section 39 shall be amended to (A) delete ("Agent") and replace same with ("MPMT"), as amended by that certain First Amendment to Amended and Restated Mortgage dated as of April 2, 1994 between Mortgagor and Aurora, assignee of MPMT," and (B) delete clause (ii) and replace same with "that certain Subordination, Assignment and Intercreditor Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and between MPMT and Mortgagee as amended by that certain First Amendment to Subordination, Assignment and Intercreditor Agreement dated as of April 2, 1994 between Mortgagee and Aurora, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Intercreditor Agreement")".

5. Exhibit B of the Original Second Mortgage shall be deleted and replaced with Exhibit B attached hereto.

6. Exculpation of Land Trustee. Notwithstanding anything to the contrary contained in this Amendment, this Amendment has been executed by Land Trustee, not personally, but in its capacity as trustee under the Land Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Land Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that the owner or owners of any Obligations accruing hereunder shall look solely to the Mortgaged Property for the payment thereof, by the enforcement of Mortgagee's rights and remedies herein contained, in the manner herein provided, by enforcement of equitable remedies available to Mortgagee, and by action against any other security given to secure payment of the Obligations.

7. Continuing Effect. Except as modified by this Amendment, all of the terms, covenants and conditions of the Original Second Mortgage shall continue to remain unchanged and in full force and effect.

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8. Binding Effect. The terms, covenants and conditions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

9. Illinois Law. This Amendment shall be governed and controlled by the laws of the State of Illinois.

10. Headings. The section headings are for convenience only and do not affect in any way the meaning of this Amendment.

11. Meaning of Terms. Unless otherwise indicated herein, words defined in the Original Second Mortgage shall have the same meaning for purposes of this Amendment.

12. Counterpart Signatures. This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

13. Subordination. Mortgagee hereby confirms that the Original Second Mortgage as amended by this Amendment continues to be subject and subordinate in all respects to the First Mortgage, as amended.

14. Exculpation of Beneficiary:

(a) Notwithstanding anything to the contrary contained in this Amendment other than Section 14(b), any judgment in any action brought to enforce the liability and obligation of Beneficiary to perform and observe and make good the obligations contained in this Amendment shall be enforceable against Beneficiary only to the extent of Beneficiary's interest in the assets of the trust established by the Land Trust Agreement and in the Mortgaged Property (and any property received in exchange therefor) and in the income therefrom and proceeds thereof, and against any partner of Beneficiary only to the extent of its partnership interest in Beneficiary, and Mortgagee irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against any partner of Beneficiary in any such action, under or by reason of or under or in connection with this Amendment.

(b) Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary and its general partners shall be and remain liable for any loss or damage suffered or incurred by Mortgagee as a result of the following events or occurrences (but only to the extent of the loss or damage so suffered or incurred as a result of such events or occurrences): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds; (ii) Beneficiary's willful damage or destruction to the Mortgaged Property; (iii) fraudulent conduct on the part of Beneficiary or any general partner of Beneficiary; (iv) any security deposits advanced or prepaid rent applied by Mortgagee in violation of applicable law or the provisions of the Lease/Sale Agency Agreement of the Original Second Mortgage, as amended by this Amendment; or (v) modification of the Lease (as defined in the Lease/Sale Agency Agreement) in violation of the Lease/Sale Agency Agreement or this Amendment.

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IN WITNESS WHEREOF, each party has executed this Amendment as of the day first above written.

LAND TRUSTEE

CHICAGO TITLE AND TRUST COMPANY,
as trustee under a Trust Agreement dated June 15,
1985 and known as Trust No. 1085900

By: *Kearnie M. Hinds*
Name: KEARNIE M. HINDS
Title: ASST. VICE PRESIDENT

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BENEFICIARY

ILLINOIS PARTNERS LIMITED
PARTNERSHIP, a Maryland corporation

By: DWT Venture, Incorporated,
a Maryland corporation,
a General Partner

By: *Dennis Townsend*
Name: *Dennis Townsend*
Title: *President*

[Corporate seal]

By: *Dennis Townsend*
Dennis W. Townsend,
a General Partner

By: Retail Partners, Inc.,
an Illinois corporation,
a General Partner

By: *Stephen Atkinson*
Name: *Stephen Atkinson*
Title: *VP President*

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MORTGAGEE

THE DIAL CORP,
a Delaware corporation

By: _____



Name: R. G. Nelson

Title: Vice President-Treasurer

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.

AURORA SPC, INC.,
a Maryland corporation

By: _____

Name: _____

Title: _____

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MORTGAGEE

THE DIAL CORP,
a Delaware corporation

By: _____
Name:
Title:

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.

AURORA SPC, INC.,
a Maryland corporation

By: David Townsend
Name: David Townsend
Title: Vice President

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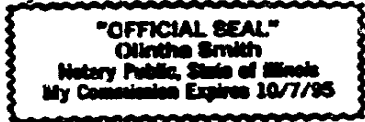
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STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that MELANIE M. HUDS ASST. VICE PRESIDENT personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of April A.D. 1994.



Olintha Smith
Notary Public

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19____.

Notary Public

94364509

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
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COOK COUNTY CLERK'S OFFICE

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STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as PRESIDENT - ONT VENTURE INCORPORATED free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6TH day of APRIL A.D. 1994


Notary Public

TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as GENERAL PARTNER ILLINDIS PARTNERS LIMITED PARTNERSHIP free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6TH day of APRIL A.D. 1994


Notary Public

TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

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STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID B. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as VICE PRESIDENT free and voluntary act, for the uses and purposes therein set forth. AVEORA SPA

GIVEN under my hand and notarial seal, this 6TH day of APRIL A.D. 1994


Notary Public

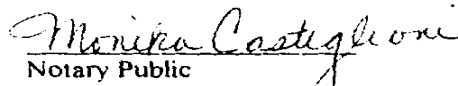
TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

STATE OF ILLINOIS

COUNTY OF COOK

I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JEFFREY A. PATTERSON personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as VICE PRESIDENT free and voluntary act, for the uses and purposes therein set forth. RETAIL PARTNERS, INC

GIVEN under my hand and notarial seal, this 7th day of APRIL A.D. 1994


Notary Public



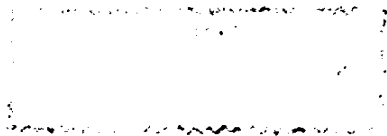
This document was prepared by:

Gibson, Dunn & Crutcher
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esquire

- 8 -

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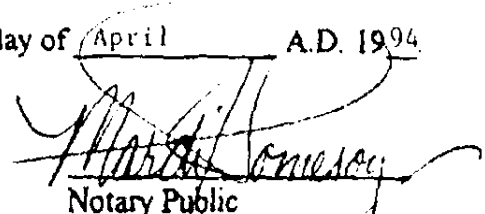
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STATE OF Arizona

COUNTY OF Maricopa

I, Mardi J. Pomeroy, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that R. G. Nelson personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of April A.D. 1994


Notary Public
My Commission Expires Aug. 31, 1995

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19__

Notary Public

This document was prepared by:

Gibson, Dunn & Crutcher
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esquire

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11/11/2024

Cermack Road/26th Street
North Riverside, Illinois
Cook County
PIN 15-25-200-004

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50 FEET SOUTH AND 33 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 1,589.31 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 33.0 FEET TO A POINT IN THE WEST LINE OF THE SAID NORTHEAST 1/4; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 149.15 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 438.79 FEET; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 450.53 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 55.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 120.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 136.38 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 88.5 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 358.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 648.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 115.00 FEET TO A POINT; THENCE NORTH 44 DEGREES 54 MINUTES 34 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 218.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 152.15 FEET TO A POINT; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 50.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR RETENTION BASIN AND FOR INGRESS AND EGRESS, PARKING, UTILITIES, AND CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF FOUNDATION, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS OR PROJECTIONS, AWNING, ALARM BELLS, SIGNS, LIGHTS, AND LIGHTING DEVICES, UTILITY VAULTS, STAIRCASES AND OTHER SIMILAR APPURTENANCES TO PARCEL 1 ABOVE, CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL OPERATION AND

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EXHIBIT A North Riverside 2/5
(Description of Premises)

Cermack Road/26th Street
North Riverside, Illinois
Cook County
PIN 15-25-200-004

EASEMENT AGREEMENT DATED DECEMBER 6, 1973, AND RECORDED ON JANUARY 2, 1974, AS DOCUMENT NUMBER 22584954 AS AMENDED BY DOCUMENT RECORDED JANUARY 7, 1976 AS DOCUMENT 23346268, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, BY AND AMONG RIVERSIDE MALL ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, AND MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, IN, OVER, UPON, AND UNDER AS SHOWN ON THE PLOT PLAN ATTACHED TO SAID AGREEMENT, IN COOK COUNTY, ILLINOIS

SUB-PARCEL 'D':

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 FEET WEST OF THE WEST LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY AND 50 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE DUE WEST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 419.70 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 210.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 50.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 468.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 427.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 136.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 120.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 238.5 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 484.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 943.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 198.01 FEET TO A POINT; THENCE NORTH 0 DEGREES 06 MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 715 FEET TO THE POINT OF BEGINNING;

/CONTAINING 856,769.35 SQ FEET OR 19.6687 ACRES/ SUB-PARCEL R: (RETENTION BASIN):

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WHICH IS 2020.46 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 449.89 FEET TO A POINT IN THE NORTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY; THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 450.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 06 MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING;

/CONTAINING 72,540.73 SQ FEET OR 1.6653/ SUB-PARCEL ' E':

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Cermack Road/26th Street
North Riverside, Illinois
Cook County
PIN 15-25-200-004

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WITH THE NORTHERLY LINE OF 26TH STREET, THENCE NORTH 87 DEGREES 48 MINUTES 59 SECONDS WEST ALONG SAID NORTHERLY LINE OF 26TH STREET A DISTANCE OF 656.63 FEET TO A POINT OF BEGINNING; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE WESTERLY WITH A CENTRAL ANGLE OF 26 DEGREES AND A RADIUS OF 149 FEET, A DISTANCE OF 67.61 FEET; WITH A CHORD DISTANCE OF 67.06 FEET, AND A CHORD BEARING OF NORTH 10 DEGREES 48 MINUTES 53 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 48 MINUTES 53 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 118.05 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE EASTERLY WITH A RADIUS OF 249 FEET, AND A CENTRAL ANGLE OF 26 DEGREES 13 MINUTES 15 SECONDS, A DISTANCE OF 113.95 FEET WITH A CHORD DISTANCE OF 112.96 FEET, AND A CHORD BEARING OF NORTH 10 DEGREES 42 MINUTES 15 SECONDS WEST TO A POINT ON THE SOUTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD; THENCE NORTH 87 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 81.89 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE EASTERLY WITH A RADIUS OF 327 FEET AND A CENTRAL ANGLE OF 31 DEGREES 13 MINUTES 37 SECONDS A DISTANCE OF 178.22 FEET, WITH A CHORD DISTANCE OF 176.02 FEET, AND A CHORD BEARING OF SOUTH 8 DEGREES 12 MINUTES 04 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES 48 MINUTES 53 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 118.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, CONCAVE WESTERLY, WITH A RADIUS OF 71 FEET; AND A CENTRAL ANGLE OF 16 DEGREES 09 MINUTES 39 SECONDS, A DISTANCE OF 27.33 FEET TO A POINT ON SAID NORTHERLY LINE OF 26TH STREET, THENCE EASTERLY ALONG SAID NORTHERLY LINE OF 26TH STREET A DISTANCE OF 79.97 FEET TO THE POINT OF BEGINNING.

/CONTAINING 23,991.73 SQ FEET OR 0.5508 ACRES/ SUB-PARCEL 'P';

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 75.00 FEET SOUTH OF THE NORTH LINE AND 148.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 155.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 115.00 FEET TO A POINT; THENCE NORTH 44 DEGREES 54 MINUTES 34 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

/CONTAINING 11,599.97 SQ FEET OR 0.2663 ACRES/ SUB-PARCEL 'P';

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

04364509

EXHIBIT A
(Description of Premises)
Cernack Road/26th Street
North Riverside, Illinois
Cook County
PIN 15-25-200-004

BEGINNING AT A POINT IN THE WEST LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY 50 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 06 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 1970.46 FEET TO A POINT; THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 449.89 FEET TO A POINT ON THE NORTHERLY LINE OF THE EASTERLY-WESTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 613.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 450.53 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 539.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 923.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 198.01 FEET TO A POINT; THENCE NORTH 0 DEGREES 06 MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 715.00 FEET TO A POINT 50 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

/CONTAINING 736,033.31 SQ FEET OR 16.8970 ACRES/ SUB-PARCEL 'A':

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 50 FEET SOUTH OF AND 476 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 450.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 210.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 50.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 463.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 427.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 150 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 358.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 648.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 155.00 FEET TO A POINT; THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 178.00 FEET TO A POINT; THENCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 152.15 FEET TO A POINT; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 CREATED, DEFINED AND LIMITED IN THAT CERTAIN RECIPROCAL OPERATION AND EASEMENT AGREEMENT, DATED DECEMBER 6, 1973, AND RECORDED JANUARY 2, 1974, AS DOCUMENT NUMBER 22584954 AMENDED BY DOCUMENT RECORDED JANUARY 7, 1974 AS 23346268 AND FURTHER AMENDED BY DOCUMENT RECORDED NOVEMBER 23, 1976 AS DOCUMENT 23721362 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, OVER AND ACROSS

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY ILLINOIS CENTRAL

94364509

UNOFFICIAL COPY

North Riverside 5/5

(Description of Premises)

Cermack Road/26th Street
North Riverside, Illinois
Cook County
PIN 15-25-200-004

GULF RAILROAD COMPANY TO RIVERSIDE MALL ASSOCIATES, A LIMITED PARTNERSHIP OF ILLINOIS DATED FEBRUARY 9, 1973 AND RECORDED JANUARY 2, 1974 AS SCHEDULE B OF DOCUMENT 22584954 DEMISING AND LEASING FOR A TERM OF 53 YEARS BEGINNING JULY 1, 1972 AND ENDING JUNE 30, 2025, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

SUB-PARCEL 'F':

THAT PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WITH THE NORTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 426.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 100 FEET TO A POINT; THENCE SOUTHWESTERLY, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY; THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHEASTERLY, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING

/CONTAINING 10,000 SQUARE FEET OF 0.2295 ACRES

UNOFFICIAL COPY

EXHIBIT "B"

[LIST OF MORTGAGES]

1. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in North Riverside, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.
2. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Orland Park, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.
3. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Lake County Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Merrillville, Indiana more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.
4. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Bloomingdale, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.
5. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Lombard, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.
6. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Matteson, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 12, 1994.

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