

# UNOFFICIAL COPY

95908015

Recording Requested By:

When Recorded Mail to:

Wells Fargo Realty Advisors  
Funding, Incorporated  
Three First National Plaza  
Suite 460  
Chicago, Illinois 60602  
Attention: Senior Loan Officer

DEPT-01 RECORDING \$65.00  
T#0012 TRAN 8456 12/29/95 15:01:00  
48945 DT \*-95-908015  
COOK COUNTY RECORDER

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED PROMISSORY NOTE SECURED BY MORTGAGE, FIRST AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, FIRST AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS, FIRST AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST, AND COLLATERAL ASSIGNMENT OF NOMINEE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED PROMISSORY NOTE SECURED BY MORTGAGE, FIRST AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, FIRST AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS, FIRST AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST, AND COLLATERAL ASSIGNMENT OF NOMINEE AGREEMENT (the "Amendment"), dated as of October 31, 1995 is between FORD CITY ASSOCIATES, an Illinois limited partnership ("Ford City"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee"), not personally, but as trustee under that certain Trust Agreement dated March 1, 1987, and known as Trust No. 101496-07 BEARLAND VISTAS, INC., an Illinois corporation ("Bearland") (Ford City, Trustee and Bearland together, "Borrower"), and WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation ("Lender").

### Recitals

A. Lender has advanced to Borrower certain funds (the "Loan") evidenced by that certain First Amended and Restated Promissory Note Secured by Mortgage dated December 31, 1993 executed by Borrower and payable to the order of Lender (as amended by this Amendment and any other amendments, extensions, modifications, renewals or replacements, the "Note").

B. The Loan is secured by a First Amended and Restated Mortgage, Security Agreement and Assignment of Rents executed by Borrower and Mortgagor in favor of Mortgagee dated December 31, 1993, recorded on January 3, 1994 as Document 34003706 in the Recorder's Office of Cook County ("Recorder's Office") (as amended, the "Mortgage") with respect to certain real property ("Premises") as described on Exhibit "A" hereto and by this reference incorporated herein.

This instrument prepared by:  
David D. Gregg  
Latham & Watkins  
Sears Tower - Suite 5800  
Chicago, IL 60606  
(312) 876-7700

6# 70-46-005 DN  
LIDEN/ML  
MLC/ND

BOX 333-CTI

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113-611 X08

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C. The Loan also is secured by a First Amended and Restated Assignment of Lessor's Interest in Leases and Rents executed by Assignor (as defined therein) in favor of Assignee (as defined therein) dated December 31, 1993, recorded on January 31, 1994 as Document No. 94003707 in the Recorder's Office (as amended, the "Assignment").

D. Bearland has executed and delivered to Lender that certain First Amended and Restated Collateral Assignment of Beneficial Interest dated as of December 31, 1993 ("CABI").

E. Ford City has executed and delivered to Lender that certain Collateral Assignment of Nominee Agreement dated as of December 31, 1993 ("CANA").

F. Lender and Borrower have agreed to modify the interest rate and make other modifications to the Note, Mortgage, and Assignment.

## Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Note. The Note is hereby amended as follows:

a. The first sentence of the first paragraph on page one of the Note is deleted and the following is substituted therefor:

"FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee"), not personally, but as trustee under that certain Trust Agreement dated March 1, 1987, and known as Trust No. 101496-07, BEARLAND VISTA'S, INC., an Illinois corporation ("Beneficiary") and FORD CITY ASSOCIATES, an Illinois limited partnership ("Borrower") (Trustee, Beneficiary and Borrower are hereinafter sometimes called "Maker"), promises to pay to the order of WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation (hereinafter, together with all subsequent holders of this Note, called "Payee"), on or before December 31, 2000 (the "Maturity Date"), the principal sum of TWENTY-SIX MILLION FIVE HUNDRED THOUSAND and no/100 DOLLARS (\$26,500,000.00), or so much thereof as may actually be advanced from time to time, together with interest on the unpaid principal balance from time to time outstanding at the rate per annum equal to one-half per cent (1/2%) plus (b) the 'Base Rate' (as defined below) of interest as it fluctuates (hereinafter called the "Applicable Rate"); provided, however, subject to the limitations stated herein the Maker may elect in accordance with the procedures set forth below to have interest accrue and be paid on all or a portion of the outstanding principal balance hereof at a rate per annum equal to the 'Fixed Increment Rate' (as defined below).

b. The following definitions are hereby inserted on pages 2-3 of the Note in the appropriate alphabetical order (deleting any comparable definitions which appear therein):

'Business Day': (a) with respect to any election by Maker of a Fixed Increment Rate, any day on which Payee and Wells Fargo Bank, N.A. are open for business in Chicago and San Francisco and on which dealings in U.S. dollar deposits are carried on in the London Interbank Market, and (b) for all other purposes, any day, excluding Saturday, Sunday and any day which is a legal holiday under the laws of the States of California and Illinois, or is a day on which banking institutions located in California and Illinois are required or authorized by law or other governmental action to close.

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'Fixed Increment': The portion of the outstanding principal balance hereof specified by Maker to Payee effective as of the applicable Fixed Period Commencement Date (as defined below); provided, however, that in no event shall any such Fixed Increment be less than Five Hundred Thousand Dollars (\$500,000) but shall be available in excess thereof in One Hundred Thousand Dollar (\$100,000) increments.

'Fixed Increment Rate': At Maker's option, the 'Fixed LIBOR Rate' (as defined below) plus two and one-half percent (2.5%).

'Fixed LIBOR Rate': The rate per annum which is equal to the quotient, expressed as a percentage, of (a) the rate determined by Payee (whose determination shall be conclusive) to be the rate per annum, as of 11:00 A.M. (London Time) two (2) 'Business Days' (as defined above) prior to the 'Fixed Period Commencement Date' (as defined below) to which such rate is to apply, offered by Wells Fargo Bank, N.A. to leading banks in the London Interbank Market for U.S. dollar deposits for periods approximately corresponding to the 'Fixed Period' (as defined below) elected by Maker in an amount equal to the 'Fixed Increment' (as defined above) elected by Maker divided by (b) one minus the 'Reserve Requirement' (as defined below) expressed as a decimal. The Fixed LIBOR Rate shall be rounded, if necessary, to the next highest one/sixteenth of one percent (.0625%).

'Fixed Period': A period as designated by Maker which is 30, 60 or 90 days from the Fixed Period Commencement Date. Notwithstanding the foregoing, in no event shall any Fixed Period extend beyond the Maturity Date.

'Fixed Period Commencement Date': The proposed commencement of the applicable Fixed Period.

'Regulation D': Regulation D of the Board of Governors of the Federal Reserve System from time to time in effect and shall include any successor or other regulation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

'Reserve Requirement': The daily average during the Fixed Period of the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) and taking into account any transitional adjustments or other schedule changes in reserve requirements during the Fixed Period) which is imposed under 'Regulation D' (as defined above) against Eurocurrency liabilities.

c. The following is inserted after "General Provisions" on page 3 of the Note:

"If the Maker elects to have the Fixed Increment Rate apply, it shall advise the Payee in writing or by telephone (in which event written confirmation must be received by Payee within five (5) Business Days of such telephonic notice) of its election and the Fixed Period and Fixed Increment for which the Maker desires said rate to apply not later than 12:00 noon, Eastern Standard Time or Eastern Daylight Time (as applicable), two (2) Business Days prior to the Fixed Period Commencement Date. Any such election may be made only (i) once during any thirty (30) day period or more often at Payee's sole discretion and (ii) while no Event of Default is in existence; provided, however, that if an event has occurred which with notice and/or lapse of time would constitute an Event of Default and if Maker elects the Fixed Increment Rate, then Maker must elect a Fixed Period of 30 days.

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After Maker has designated a Fixed Increment to which the Fixed Increment Rate shall apply, such rate shall apply to the Fixed Increment for the duration of the Fixed Period. At any one time during the term hereof, no more than five (5) Fixed Increments may be outstanding under this Note. If the Maker elects the Fixed Increment Rate, but the applicable Fixed Period will commence on a date which is not a Business Day, such Fixed Period shall be deemed to commence on the next Business Day after it would otherwise commence (unless such next Business Day is the first Business Day of a month, in which case such fixed Period shall commence on the next preceding Business Day), and any interest which accrues hereunder in the interim shall accrue at the Applicable Rate.

In the absence of an effective election by Maker of a Fixed Increment Rate in accordance with the above procedures prior to the expiration of the then current Fixed Period with respect to any Fixed Increment, interest on such Fixed Increment shall accrue at the Applicable Rate, effective immediately upon the expiration of such Fixed Period, without prejudice, however, to the right of Maker subsequently to elect a Fixed Increment Rate in accordance with the terms and provisions of this Note."

d. The third and fourth paragraphs on page 4 of the Note are deleted and the following is substituted therefor:

"If Maker shall fail to make any payment required hereunder on or before fifteen (15) days following the date on which it becomes due on demand, Maker shall pay on demand, at Payee's option, a late or collection charge equal to four percent (4%) of the amount of such unpaid payment; provided, prior to imposing any such charge, Payee shall, unless it has previously delivered two (2) or more notices of payment default to Maker during the term of this Loan (in which event the following notice shall not be required), give Maker written notice that Payee has not received such payment on or before the date such payment was required to be made and Maker shall have five (5) days from receipt of such notice in order to make such payment. Notwithstanding the foregoing, Maker shall not be required to pay a late or collection charge on any portion of the outstanding principal balance which is accelerated under the terms of this Note or which first becomes due on the Maturity Date. This paragraph shall not be deemed to be a waiver of Payee's right to accelerate payment of this Note under the terms hereof.

Maker shall have the right prior to the Maturity Date, upon ten (10) days prior written notice, to prepay all or any portion of the principal balance owing hereunder from time to time; provided, however, that (a) if such prepayment is only a partial payment of the then outstanding principal balance hereof, such prepayment shall be accompanied by the payment of all accrued but unpaid interest on the portion of the outstanding principal balance of the Note being so paid through the date the prepayment is made, (b) if such prepayment is a full payment of the then outstanding principal balance hereof, such prepayment shall be accompanied by the payment of all accrued but unpaid interest owing thereon, (c) if such prepayment results in the payment of all or a portion of a Fixed Increment prior to the last day of its applicable Fixed Period, Maker shall pay the amounts described in subparagraph (c) of the second following paragraph, and (d) all monies shall be received at or before 10:00 a.m., Pacific Standard Time or Pacific Daylight Time (as applicable). All monies received after this time shall be deemed received on the following Business Day and shall continue to accrue interest at the Applicable Rate to the date funds are deemed received.

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Upon the occurrence of a Event of Default, at the option of the Payee, all amounts payable hereunder or under the Loan Documents shall bear interest for the period beginning with the date of occurrence of such Event of Default at a rate of interest per annum (the "Default Rate"), payable on the first day of each and every month, equal to five percent (5%) above the Applicable Rate, as it fluctuates.

Notwithstanding any other provisions hereof:

(a) Maker acknowledges and agrees that Payee may incur costs, expenses and losses, including, without limitation, costs, expenses and losses resulting from the occurrence of any of the events referred to in subsections (b) and (c) below which increase the cost to Payee of maintaining the Loan on a LIBOR basis. Accordingly, Maker shall pay to Payee on demand, in addition to all other amounts due under this Note and under the Loan Documents, all amounts reasonably determined by Payee required to compensate Payee for all such costs, expenses and losses if any, to the extent that such costs, expenses and losses increase the cost to Payee of maintaining the Loan on a LIBOR basis and to the extent Payee imposes such costs, expenses, and losses on other borrowers of Payee in similar circumstances, provided that Payee agrees, as soon as reasonably possible, to give Maker notice of any such increased costs, expenses, or losses and will furnish Maker with an explanatory certificate in reasonable detail as to increased cost as a result of any such event mentioned in this subsection. Maker shall immediately pay such additional amounts to Payee. All such determinations by Payee that are certified to Maker shall be presumed to be correct, absent manifest computational errors, provided they are made in good faith; provided, however, that if Payee shall fail to notify Maker of the occurrence of any such event within ninety (90) days following the end of the month during which a cost covered by this paragraph is incurred, then Maker's liability for any cost incurred by Payee as a result of the occurrence of such event shall be limited to increased costs attributable to the period occurring subsequent to the ninetieth (90th) day prior to the date upon which the Payee actually notifies Maker of the occurrence of such increased cost.

(b) If any change in applicable law or regulations or any interpretation thereof by any government, central bank, or agency or instrumentality of either ("Governmental Authority") charged with the administration thereof shall:

1. impose, modify, or deem applicable any reserve, special deposit or special requirements against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds for advances by Payee; or

2. impose on Payee any other conditions regarding this Note; or

3. subject Payee (or make it apparent that Payee is subject) to any tax (including, without limitation, any international interest equalization tax), levy, impost, duty, charge, fee, deduction or withholding on or from payment due from Maker, other than income and franchise taxes of the United States and its political subdivisions; or

4. change the basis of taxation of payments due from Maker to Payee hereunder (otherwise than by a change in the statutory rate of taxation of the overall income of Payee);

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and any of the foregoing results in an increased cost to Payee of maintaining the Loan on a LIBOR basis, then Maker shall pay to Payee, from time to time, such amounts that shall compensate Payee for such increased cost as provided in paragraph (a) above.

(c) Maker shall pay Payee on demand any cost incurred or loss suffered by Payee (including any loss from liquidation or reemployment of funds acquired to make or maintain funds for Fixed Increments hereunder) as a result of the termination of any Fixed Increment following the occurrence of an Event of Default or any payment or prepayment of the Loan, whether voluntary or involuntary.

If Payee shall determine in good faith that the introduction of any change in or in the interpretation of any law makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for national banks to make or maintain loans based upon the Fixed Increment Rate, (i) the obligation of Payee to make or maintain Fixed Increments at the Fixed Increment Rate shall, upon such determination, forthwith be suspended until Payee shall notify Maker that the circumstances causing such suspension no longer exist, and (ii) if required by such law or assertion, interest on all Fixed Increments shall accrue at the applicable Rate.

If Payee shall determine in good faith that adequate means do not exist for ascertaining the Fixed Increment Rate, then, upon notice from Payee to Maker, the obligation of Payee to make or maintain Fixed Increments at the Fixed Increment Rate shall, upon such determination, forthwith be suspended until Payee shall notify Maker that the circumstances causing such suspension no longer exist."

2. Mortgage. The parties hereto confirm that the Note (as defined above) shall constitute the Amended Note under, and is secured by, the Mortgage. The parties agree that the lien of the Mortgage is continued and no novation has occurred.

3. Assignment. The parties hereby confirm that the Note (as defined above) shall constitute the Amended Note under, and is secured by, the Assignment. The parties agree that the lien of the Assignment is continued and no novation has occurred.

4. CABI. The parties hereby confirm that the Note (as defined above) shall constitute the Amended Note under, and is secured by, the CABI. The parties agree that the lien of the CABI is continued and no novation has occurred.

5. CANA. The parties hereby confirm that the Note (as defined above) shall constitute the Amended Note under, and is secured by, the CANA. The parties agree that the lien of the CANA is continued and no novation has occurred.

6. References. The definitions of the terms "Note", "Mortgage", "Assignment", and "Loan Documents" in the Mortgage, Note, Assignment, and Loan Documents are amended to refer to the Note, Mortgage, Assignment, and Loan Documents as amended by this Amendment and any Loan Documents now or hereafter executed by Borrower or any other person or party in connection with or to evidence or secure payment of the Indebtedness.

7. Liens. Borrower and Lender hereby agree that this Amendment modifies the Note, Mortgage, the Assignment and the Loan Documents and in no way acts as a release or relinquishment of liens, security interests and rights (collectively called the "Liens") securing payment of the Note, including without limitation, the Liens created by the Mortgage and the

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Assignment. The Liens are hereby renewed, extended, ratified and confirmed by Borrower in all respects.

8. Continuation. This Amendment is made upon all of the terms, covenants, and agreements of the Note, Mortgage, Assignment, and Loan Documents which are incorporated herein by reference, and the provisions contained herein shall have the same effect as if such provisions were originally included therein. Except as supplemented and amended hereby, all of the terms, covenants, and agreements in the Note, Mortgage, Assignment, and Loan Documents remain unchanged, and as supplemented and amended, they continue in full force and effect.

9. Reaffirmation. Borrower reaffirms to Lender each of the representations, warranties, covenants and agreements of Mortgagor set forth in the Note, Mortgage, Assignment and the Loan Documents with the same force and effect as if each were separately stated herein and made as of the date hereof.

10. Defenses. Borrower hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents (as amended by this Amendment) represent the valid, enforceable, and collectible obligations of Borrower, and Borrower further acknowledges that there are no existing claims, defenses, personal or otherwise or rights of setoff whatsoever with respect to any of the aforementioned instruments or documents, and Borrower further acknowledges and represents that no event has occurred and no condition exists which would constitute a default under the Note, Loan Documents or this Amendment, either with or without notice or lapse of time, or both. Borrower confirms the waiver of any rights of redemption and reinstatement, to the full extent provided by law.

11. Other. Lender and Borrower hereby agree that except as specifically modified herein, all the terms and provisions of the Note and the other Loan Documents are hereby ratified and reaffirmed by Borrower and Borrower specifically acknowledges the validity and enforceability thereof.

12. Trustee. This Amendment is executed by American National Bank and Trust Company, as Trustee under the aforesaid Trust Agreement in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in the Mortgage or Note shall be construed as creating any liability on American National Bank and Trust Company, in its individual capacity, to pay the Note or any interest that may accrue therein or any indebtedness accruing under the Mortgage or the Note, or to perform any covenant, representation, agreement or condition, either express or implied, contained in the Mortgage or the Note, or with regard to any warranty contained in the Mortgage except the warranty made in Paragraph C.8 of the Mortgage, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided, however, that nothing herein contained shall be construed in any way so as to affect or impair the lien of the Mortgage or Mortgagee's rights thereunder, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee or any exercise of such rights or other enforcement of the payment of the indebtedness thereby in the manner provided therein, or construed in any way so as to limit or restrict any of the right and remedies of Mortgagee under any other Loan Document or to limit, modify or reduce the obligations of Trustee under the Loan Documents in any capacity other than as Trustee.

Promptly following the execution and delivery of this Amendment

13. Conditions. This Amendment shall become effective as of October 1, 1995 upon fulfillment of the following conditions:

a. Receipt By Lender of a copy of this Amendment executed by the parties hereto.



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b. Receipt by Lender of a copy of the Consent and Confirmation of Guarantor, Anixter Pledgor, and GAMI Pledgor of even date herewith executed by the parties thereto.

c. Payment by Borrower of all costs and expenses incurred by Lender in connection with this Amendment.

d. An endorsement to Title Policy number 1401 007096605D2, as amended, issued by Chicago Title Insurance Company in form and substance acceptable to Lender.

e. Receipt by Lender of the consent and acknowledgement of Teachers Insurance and Annuity Association.

f. An opinion of counsel to Borrower, Guarantor, Anixter Pledgor, and GAMI Pledgor in form and substance acceptable to Lender.

14. Loan Amount. Borrower and Lender confirm that the principal amount of the Loan on September 30, 1995 is \$21,264,332.19.

15. Release. Promptly following the execution and delivery of this Amendment by all parties hereto and the fulfillment of all conditions to effectiveness hereof, Lender shall deliver to Borrower that certain Contingent Interest Note Secured by Mortgage dated December 31, 1993 and a release of that certain Contingent Interest Mortgage, Security Agreement and Assignment of Lease and Rents dated December 31, 1993.

16. Counterparts. This Amendment may be executed in one or more counterparts, each of which is an original and all of which constitute one agreement.

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IN WITNESS WHEREOF, Lender and Borrower have duly executed and delivered this Amendment as of the day and year first above written.

FORD CITY ASSOCIATES, an Illinois limited partnership

By: SAMUEL ZELL ROBERT LURIE  
GENERAL PARTNERS, an Illinois general partnership

By: ZELL GENERAL PARTNERSHIP, INC., an Illinois corporation

By: [Signature]  
Its: Vice President

BEARLAND VISTAS, INC., an Illinois corporation

By: [Signature]  
Its: Vice President

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as trustee aforesaid

ATTEST:

By: [Signature]  
Its: [Signature]  
SECRETARY

By: [Signature]  
Its: [Signature]  
Second Vice President

WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation

By: WELLS FARGO REAL ESTATE GROUP, INC. a California corporation, as Agent

By: [Signature]  
Its: Vice President  
By: [Signature]  
Its: Asst. Secretary

Property of COOK COUNTY Office

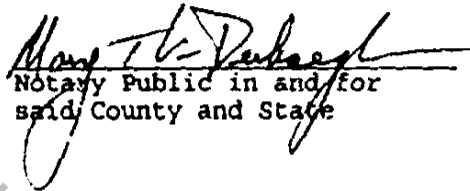
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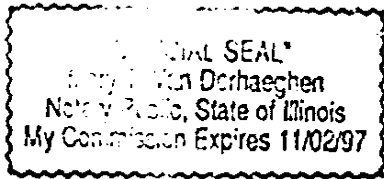
STATE OF ILLINOIS            )  
                                          )    SS.  
COUNTY OF COOK            )

On ~~December~~ <sup>NOVEMBER</sup> 6, 1995, before me, the undersigned, a Notary Public in and for said State personally appeared JAMES M. PIPPS known to me to be the Vice President of BEARLAND VISTAS, INC., an Illinois corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.

  
Notary Public in and for  
said County and State

(SEAL)



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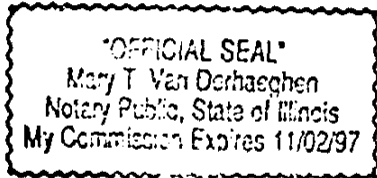
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On ~~December~~ <sup>NOVEMBER</sup> 6, 1995, before me, the undersigned, a Notary Public in and for said State personally appeared SHELL Z RESNAY known to me to be the Vice President of ZELL GENERAL PARTNERSHIP, INC., an Illinois corporation, as the general partner of SAMUEL ZELL ROBERT LURIE GENERAL PARTNERS, an Illinois general partnership, as the general partner of FORD CITY ASSOCIATES, an Illinois limited partnership, and acknowledged to me that such individual executed the within instrument on behalf of said corporation as general partner of said general partnership as general partner of said limited partnership.

WITNESS my hand and official seal.

*Mary T. Van Derhaeghen*  
Notary Public in and for  
said County and State

[SEAL]



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On ~~December~~ NOV 20 1995, 1995, before me, the undersigned, a Notary Public in and for said State personally appeared Gregory S. Kasprzyk ~~Second Vice President~~ known to me to be the \_\_\_\_\_, and Anita M. Yutkus known to me to be the \_\_\_\_\_ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that such individuals executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.



Anne M. Marchert  
Notary Public in and for  
said County and State

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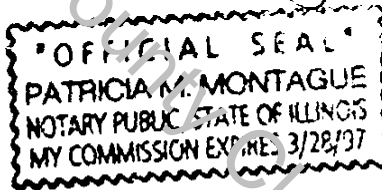
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On 11/17, 1995, before me, the undersigned, a Notary Public in and for said State personally appeared David R. Yaki and Kathleen Kanro known to me to be the ~~Assistant~~ Vice President and Assistant Secretary of WELLS FARGO REAL ESTATE GROUP, INC., a California corporation, as the agent for WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation, and acknowledged to me that such individuals executed the within instrument on behalf of WELLS FARGO REAL ESTATE GROUP, INC., as agent for WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED.

WITNESS my hand and official seal.

Patricia M. Montague  
Notary Public in and for  
said County and State

[SEAL]



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## EXHIBIT A

### Legal Description

#### FARCEL 1:

LOTS 1, 2 AND 4 IN FORD CITY SUBDIVISION OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTH WEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 86166800, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 2483.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 2483.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 295.33 FEET TO A POINT ON A LINE WHICH IS 2216.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 104.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 2379.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 2379.00 FEET, A DISTANCE OF 116.00 FEET TO A POINT ON A LINE WHICH IS 2100.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 146.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 2232.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 2232.50 FEET, A DISTANCE OF 411.33 FEET, TO A POINT ON A LINE WHICH IS 2511.33 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AND

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 250.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 90,974 SQUARE FEET (2.0885 ACRES) OF LAND MORE OR LESS.

95908015

THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1140.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2723.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 519.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND

RUNNING THENCE NORTH ALONG THE EAST LINE OF THE WEST 1140.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 81.00 FEET TO A POINT ON A LINE WHICH IS 2804.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 48.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 1188.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1188.50 FEET, A DISTANCE OF 71.50 FEET, TO A POINT ON A LINE WHICH IS 2876.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1245.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1245.50 FEET A DISTANCE OF 103.00 FEET TO A POINT ON A LINE WHICH IS 2979.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 162.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1407.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1407.50 FEET, A DISTANCE OF 345.78 FEET TO A POINT;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 217.68 FEET TO A POINT WHICH IS 1608.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 3241.95 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID LINE "A";

THENCE CONTINUING SOUTHEASTWARDLY, ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 563.33 FEET, A DISTANCE OF 662.51 FEET TO AN INTERSECTION WITH A LINE WHICH IS 2723.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AT A POINT WHICH IS 1357.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 817.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 297.328 SQUARE FEET (6.8257 ACRES) OF LAND MORE OR LESS.

Property

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AND FURTHER

LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1926 AS DOCUMENT 85166800, IN COOK COUNTY, ILLINOIS, SAID PARTS OF LOTS 1 AND 2 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.20 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

THENCE WEST ALONG A LINE 1091.20 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 374.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 194.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1287.37 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 966.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1348.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.50 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 1100.20 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 217.95 FEET;

THENCE NORTH ALONG A LINE WHICH IS 652.45 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1312.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.55 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 652.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.55 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING;

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THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 190.55 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING;

THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1169.96 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING;

THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID EAST LINE (BEING A LINE 150.36 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 420.18 FEET TO THE NORTHEAST CORNER OF LOT 4;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 (BEING A LINE 1707.45 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 190.30 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE NORTH ALONG THE WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION", BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, (SAID EAST LINE OF CICERO AVENUE BEING A LINE 50.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 400.00 FEET;

THENCE EAST ALONG A LINE 2107.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 385.50 FEET;

THENCE NORTH ALONG A LINE 445.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 574.50 FEET;

THENCE WEST ALONG A LINE 3681.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 92.11 FEET;

THENCE WESTWARDLY AND SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 267.67 FEET, A DISTANCE OF 134.32 FEET;

THENCE SOUTH 61 DEGREES 14 MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.47 FEET;

THENCE SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 12.12 FEET, A DISTANCE OF 9.01 FEET.

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THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 499.16 FEET, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 48 DEGREES 09 MINUTES 51 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.82 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION";

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CINCERO AVENUE, A DISTANCE OF 29.56 FEET TO A CORNER OF SAID LOT 1;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2633.50 NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 8.40 FEET;

THENCE EASTWARDLY AND NORTHEASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 76.875 FEET, A DISTANCE OF 46.96 FEET;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A NORTHERLY LINE OF LOT 1 WHICH IS TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 73.14 FEET;

THENCE NORTHEASTWARDLY AND EASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHERLY AND HAVING A RADIUS OF 81.75 FEET, A DISTANCE OF 51.16 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2704.50 FEET NORTH FROM AND PARALLEL WITH LINE "A" AND TANGENT TO THE LAST DESCRIBED LINE) A DISTANCE OF 22.56 FEET;

THENCE NORTH ALONG A WEST LINE OF LOT 1 (BEING A LINE 345.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 19.00 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 1723.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") AND ALONG AN EASTWARD EXTENSION OF SAID NORTH LINE, A DISTANCE OF 1537.03 FEET;

THENCE NORTH ALONG A LINE 1780.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 76.00 FEET;

THENCE WEST ALONG A LINE 2799.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 50.50 FEET;

THENCE NORTH ALONG A LINE 1730.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 354.56 FEET TO AN INTERSECTION WITH A NORTHERLY LINE OF LOT 1 IN "FORD CITY SUBDIVISION" AFORESAID.

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THENCE SOUTH 63 DEGREES 55 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 994.12 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 27;

THENCE SOUTH 73 DEGREES 56 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 374.92 FEET TO AN INTERSECTION WITH A LINE WHICH IS 3018.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27;

THENCE SOUTH ALONG SAID PARALLEL LINE (BEING AN EAST LINE OF SAID LOT 1) A DISTANCE 82.57 FEET;

THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST ALONG THE BOUNDARY OF SAID LOT 1, A DISTANCE OF 92.55 FEET;

THENCE NORTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHWESTWARDLY, AND HAVING A RADIUS OF 2337.94 FEET, A DISTANCE OF 250.90 FEET;

THENCE NORTH 68 DEGREES 56 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF LOT 1, A DISTANCE OF 186.78 FEET TO AN EAST LINE OF SAID LOT 1;

THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF (SAID EAST LINE BEING 2517.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 928.08 FEET TO AN INTERSECTION WITH A SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1955.00 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 11.00 FEET TO A CORNER OF SAID LOT 1;

THENCE SOUTH ALONG AN EAST LINE OF LOT 1 (BEING A LINE 2506.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 863.80 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHEAST CORNER BEING 2419.30 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET (MEASURED PERPENDICULARLY) NORTH FROM A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT OF THE WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

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THENCE EAST ALONG A LINE 2511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 43.70 FEET;

THENCE SOUTH ALONG A LINE 2483.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27 AFORESAID, A DISTANCE OF 412.83 FEET;

THENCE WEST ALONG A LINE 2072.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 237.00 FEET;

THENCE NORTH ALONG A LINE 2246.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 412.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE (BEING A LINE 2511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 173.30 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS

CONTAINING, AFTER SAID EXCEPTION, 3,323,880 SQUARE FEET (76.3058 ACRES) OF LAND, MORE OR LESS

THE ABOVE DESCRIBED LAND WAS RELEASED BY PARTIAL RELEASE RECORDED AUGUST 30, 1993 AS DOCUMENT NO. 93688203 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

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AND FURTHER LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1 IN "FORD CITY SUBDIVISION" OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 86166800, IN COOK COUNTY, ILLINOIS SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, AS WIDENED, BEING A LINE 60.00 FEET EAST OF PARALLEL WITH THE WEST LINE OF SAID SECTION 27) WITH A LINE WHICH IS 2107.50 FEET NORTH OF AND PARALLEL WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A" WHICH EXTENDED FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING THENCE EAST ALONG SAID LINE WHICH IS 2107.50 FEET NORTH OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 385.50 FEET; THENCE NORTH ALONG A LINE 445.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 574.00 FEET; THENCE WEST ALONG A LINE 2681.50 FEET NORTH OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 92.11 FEET; THENCE WESTWARDLY AND SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 267.67 FEET, AN ARC DISTANCE OF 134.32 FEET; THENCE SOUTH 61 DEGREES 14 MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.47 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX SOUTHERLY AND HAVING A RADIUS OF 22.12 FEET, AN ARC DISTANCE OF 9.07 FEET; THENCE SOUTHWESTERLY AND WESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, CONVEX SOUTHERLY AND HAVING A RADIUS OF 499.16 FEET, AN ARC DISTANCE OF 29.75 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.82 FEET TO A POINT ON SAID WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION" THENCE SOUTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 496.04 FEET OF THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS CONTAINING 209.034 SQUARE FEET (4.79876 ACRES) OF LAND, MORE OR LESS.

THE ABOVE DESCRIBED LAND WAS RELEASED BY PARTIAL RELEASE OF MORTGAGE RECORDED DECEMBER 30, 1994 AS DOCUMENT NO. 04086246 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

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PARCEL 2:

PURPOSELY OMITTED.

PARCEL 3:

THAT PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE, 4995.53 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, AND A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET, SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET, SOUTH FROM THE NORTH EAST CORNER OF THE SAID SOUTH 1/2; THENCE SOUTH ALONG THE SAID LINE, 4995.53 FEET EAST, 541.29 FEET TO THE NORTH LINE OF A ROAD, AS DEDICATED BY DOCUMENT NO. 13112544; THENCE SOUTHEASTERLY ALONG THE SOUTH NORTH LINE, 99.6 FEET TO ITS INTERSECTION WITH A LINE, 4896.34 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH ALONG THE SAID LINE, 4896.34 FEET EAST, 550.39 FEET TO SAID LINE 'A'; THENCE EAST ALONG SAID LINE 'A', 99.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

PURPOSELY OMITTED.

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PARCEL 5:

THAT PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 4995.53 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WITH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27, WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SOUTH 1/2; THENCE EAST ALONG SAID LINE 'A' PER DOCUMENT 19563728, SAID WEST LINE OF SOUTE PULASKI ROAD BEING 70.00 FEET WEST OF THE EAST LINE OF SAID SECTION 27; THENCE SOUTH ALONG SAID WEST LINE OF SOUTE PULASKI ROAD (SAID WEST LINE BEING 70.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27) A DISTANCE OF 236.59 FEET; THENCE SOUTHEASTERLY ALONG A LINE, A DISTANCE OF 191.05 FEET, TO A POINT, SAID POINT BEING 50.00 FEET WEST OF SAID EAST LINE OF SECTION 27; THENCE SOUTH ALONG THE WEST LINE OF SOUTE PULASKI ROAD (SAID WEST LINE BEING 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27), A DISTANCE OF 31.25 FEET TO A CORNER OF THE LAND HERETOFORE DEDICATED FOR A PUBLIC STREET BY A PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 13112544, WHICH CORNER IS 251.92 FEET, MORE OR LESS, NORTH FROM THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE SOUTHWESTWARDLY ALONG A LINE OF SAID LAND, SO DEDICATED, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 65 FEET AND CONVEX SOUTHEASTWARDLY, A DISTANCE OF 94.42 FEET TO A POINT WHICH IS 107.00 FEET (MEASURED PERPENDICULARLY) WEST FROM SAID EAST LINE OF SECTION 17 AND 187.00 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 27; THENCE WESTWARDLY ALONG A LINE OF SAID LAND SO DEDICATED TO THE EAST LINE OF THE WEST 4995.53 FEET; THENCE NORTH ALONG SAID LINES 541.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

PURPOSELY OMITTED.

PROPERTY ADDRESS: BOUNDED BY CICERO AVENUE, 11TH STREET, PULASKI ROAD AND 72ND STREET.

19-27-100-035-0000  
 14-27-100-032-0000

19-27-304-017-0000  
 19-27-304-019-0000  
 19-27-304-022-0000  
 19-27-304-023-0000  
 19-27-304-025-0000  
 19-27-304-026-0000  
 19-27-304-027-0000

19-27-304-030-0000  
 19-27-304-032-0000  
 19-27-304-033-0000  
 19-27-304-035-0000  
 19-27-401-047-0000

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