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DEEDS RECORDING 167.00
1700-12 IRAN 2457 02/16/95 12:23:00
1995 : K.P. # 95-102424
COOK COUNTY RECORDER

TENTH MODIFICATION AGREEMENT

THIS TENTH MODIFICATION AGREEMENT dated as of February 1, 1995, 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 partnership (the "Beneficiary"), FCLS PULASKI PARTNERSHIP, an Illinois partnership, and DAVIDOLA VENTURE, an Illinois partnership (collectively, the "Partners"), ROBERT L. STOVALL, NORMAN G. STAVA, STEPHEN L. SCHLADER, MICHAEL M. MULLEN and DAVID R. KAHNWEILER (collectively, the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank heretofore entered into the following documents:

- (i) Commitment Letter dated May 1, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;
- (ii) 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;

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

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Address of Premises:

2553 North Edgington Avenue
Franklin Park, Illinois

BOX 333-CTI

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(iii) 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;

(iv) Assignment of Rents and Leases dated as of May 1, 1989, 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;

(v) Security Agreement dated as of May 1, 1989, from the Beneficiary to the Bank;

(vi) Security Agreement (Motorola Contract) dated as of May 1, 1989, from the Beneficiary to the Bank;

(vii) Irrevocable Right to Approve dated as of May 1, 1989, from the Beneficiary to the Bank;

(viii) Guaranty of Payment and Performance dated as of May 1, 1989, from the Beneficiary, the Partners and the Individual Guarantors to the Bank;

(ix) Security Agreement (Assignment of Partnership Interest) executed on September 30, 1993 (the "Security Agreement"), by and among FCLS Pulaski Partnership, an Illinois partnership, Robert L. Stovall, Norman O. Stava, Stephen L. Schlader, Michael M. Mullen and the Bank;

(x) Secured Note dated December 1, 1994 (the "Additional Note"), from Robert L. Stovall, the Mortgagor and the Beneficiary to the Bank in the principal amount of \$683,532; and

(xi) Collateral Assignment of Beneficial Interest dated as of December 1, 1994 (the "Collateral ABI"), from Robert L. Stovall to the Bank; and

WHEREAS, the documents referred to in (i) through (ix) above are sometimes referred to herein collectively as the "Documents," and the Additional Note and the Collateral ABI are sometimes referred to herein collectively as the "Additional Documents;" and

WHEREAS, the Amended Note was created pursuant to the Third Modification (as defined below), the Security Agreement was executed pursuant to the Seventh Modification (as defined below), and all of the Documents except the Security Agreement were previously modified and amended by the Modification Agreement dated as of May 8, 1989 (the "First Modification"), by and among

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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, the 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, the 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, the Fourth Modification Agreement dated as of October 1, 1991 (the "Fourth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 13, 1991, as Document No. 91597306, the 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, the Sixth Loan Modification and Extension Agreement executed on March 30, 1993 (the "Sixth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 30, 1993, as Document No. 93786150, the Seventh Loan Modification and Extension Agreement executed on September 30, 1993 (the "Seventh Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 30, 1993, as Document No. 93786151, the Eighth Modification Agreement dated as of June 15, 1994 (the "Eighth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 16, 1994, as Document No. 94811052, and the Ninth Modification Agreement dated as of December 1, 1994 (the "Ninth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 11, 1994, 1994, as Document No. 09055485 (the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification, the Sixth Modification, the Seventh Modification, the Eighth Modification and the Ninth Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, a portion of the real estate originally encumbered by the Documents has been released by the Bank pursuant to the 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, as Document No. 92315521; and

WHEREAS, the Documents, as created and/or modified and amended by the Previous Modifications and the Partial Release, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises"); and

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WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously created and/or modified and amended by the Previous Modifications and the Partial Release, and to the Additional Documents, all as more fully provided for herein;

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

Section 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 Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications and the Partial Release, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Dates. (a) The maturity date of the loan evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby extended from January 31, 1995, to July 31, 1995, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "January 31, 1995" is hereby changed to "July 31, 1995" each time such date appears in the Documents, as modified and amended by the Previous Modifications and the Partial Release.

(b) The maturity date of the loan evidenced and secured by the Additional Documents (the "Additional Loan") is hereby extended from January 31, 1995, to July 31, 1995, and all of the Additional Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "January 31, 1995" is hereby changed to "July 31, 1995" each time such date appears in the Additional Documents and each time it appears in the Documents in reference to the maturity date of the Additional Loan.

Section 3. Reduction in Prime-Based Rate and LIBOR-Based Rate. (a) The Prime-Based Rate (as defined in the Amended Note) is hereby reduced from one percent (1%) per annum in addition to the Bank's Prime Rate (as defined in the Amended Note) to one-half percent (1/2%) per annum in addition to such Prime Rate, effective as of February 9, 1995, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "1%" is hereby changed to "1/2%" each time it appears in the Documents,

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and the words "one percent" are hereby changed to "one-half of one percent" each time they appear in the Documents, in each case effective as of February 9, 1995.

(b) The LIBOR-Based Rate (as defined in the Amended Note) is hereby reduced from three percent (3%) per annum in addition to the Adjusted LIBOR Rate (as defined in the Amended Note) to two and three-quarters percent (2-3/4%) per annum in addition to such Adjusted LIBOR Rate, effective as of February 9, 1995, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "3%" is hereby changed to "2-3/4%" each time it appears in the Documents, and the words "three percent" are hereby changed to "two and one-half percent" each time they appear in the Documents, in each case effective as of February 9, 1995.

Section 4. New Availability on Loan. The stated amount of the Loan is \$7,000,000, which is the principal amount of the Amended Note. By reason of previous payments on the principal of the Loan, the outstanding principal balance of the Loan as of the date of the execution and delivery of this Agreement is \$6,051,665. The Bank has agreed to make the sum of \$814,803 available for disbursement on the Loan from and after the date of the execution and delivery of this Agreement (the "New Availability"), and after the disbursement of such amount, the principal amount outstanding on the Loan will be \$6,866,468. In order to reflect the New Availability, the amount of the Loan is hereby reduced from \$7,000,000 to \$6,866,468, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$7,000,000" is hereby changed to "\$6,866,468" each time it appears in the Documents, and the words "Seven Million" are hereby changed to "Six Million Eight Hundred Sixty-Six Four Hundred Sixty-Eight" each time they appear in the Documents.

Section 5. Disbursements of New Availability. (a) The proceeds of the New Availability are to be used to pay or reimburse a portion of the costs of demolition and construction work related to the reconfiguration and renovation of the north portion of the industrial facility located on the Premises (the "Project"), in connection with two leases of a total of 102,400

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square feet in the Premises (the "CTI/ADS Leases"), in accordance with the following budget (the "Budget"):

Budget

EMO Associates, Inc.	\$1,617,883
Franklin Park Plumbing	7,655
CSM Mechanical	72,771
High Tech Sharp Electric	69,300
Bendetto (Architectural)	35,000
Carlson Environmental	12,250
Park's Extension Fee	37,750
Leasing Commissions	44,051
Legal Fees & Expenses - Borrower	20,000
Legal Fees & Expenses - Bank	15,000
Closing, Title and Miscellaneous	21,000
Real Estate Taxes	<u>188,000</u>

TOTAL COSTS OF THE PROJECT: \$2,140,660

Less Costs of the Project
Paid and to be Paid from
Sources other than the Loan:

Additional Loan	\$683,532	
Beneficiary's Equity	75,000	
Beneficiary's Cash Flow after Interest Expense	(7,325)	
CenterPoint Properties Corporation Earnest Money	<u>500,000</u>	<u>1,325,857</u>

AMOUNT OF NEW
AVAILABILITY \$ 814,803

(b) Notwithstanding any other provision of this Agreement or any of the Documents, the Bank shall not be obligated to disburse proceeds of the New Availability until such time as the Mortgagor and the Beneficiary shall have provided to the Bank evidence satisfactory to the Bank that the Mortgagor and the Beneficiary have paid at least \$1,315,249 of the costs described above (the "Costs of the Project"). None of such \$1,315,249 paid by the Mortgagor and the Beneficiary shall be eligible for reimbursement from proceeds of the New Availability and the Mortgagor and the Beneficiary shall not request any disbursement of proceeds of the New Availability to reimburse any of such amount.

(c) Subject to the provisions of this Section 5, the Bank will make disbursements of the New Availability to pay or reimburse the Costs of the Project in accordance with the Budget from time to time upon the written request of the Mortgagor and

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the Beneficiary, provided that:

(i) As of the date of any such request and as of the date of any such disbursement, there shall not have occurred and be continuing any event of default under this Agreement or any of the Documents or any event or condition which with the passage of time or the giving of notice, or both, would constitute such an event of default;

(ii) The Bank shall have received a written request for disbursement in form and substance satisfactory to the Bank at least 10 days prior to the requested disbursement date, together with such sworn statements, affidavits, certificates, waivers of lien, construction contracts, subcontracts, invoices, receipts, architects' and engineers' reports evidencing satisfactory completion of the work for which payment is requested, or other documentation as the Bank may request;

(iii) The Mortgagor and the Beneficiary shall, at the time of such disbursement, deliver to the Bank an endorsement to the Bank's title insurance policy to cover the date and amount of such disbursement, with affirmative coverage over mechanic's liens, and subject to no new exceptions; and

(iv) In the case of each disbursement after the first disbursement, any condition precedent to a previous disbursement which was waived by the Bank at the time of such previous disbursement shall have been satisfied.

(d) Disbursement of the New Availability will also be subject to the following additional conditions:

(i) The Bank shall have no obligation to make disbursements of the New Availability for costs or purposes described in any line item in the Budget in excess of the amount specified in such line item, and the Mortgagor and the Beneficiary shall not make any changes to or reallocations among the various line items in the Budget.

(ii) Each request for disbursement shall constitute a certification, representation and warranty by the Mortgagor and the Beneficiary that all of the certifications, representations and warranties of the Mortgagor and the Beneficiary contained in the Documents and in all certificates delivered to the Bank in connection with the Loan are true and correct as of the date of such request, and all such certifications, representations and warranties shall be deemed to be remade and made to speak as of the date of such request.

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(iii) At the election of the Bank, disbursements may be made through an escrow with a title insurance company.

(e) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 5.

Section 6. Representations and Warranties Concerning Project. The Mortgagor and the Beneficiary represent and warrant to the Bank as follows:

(a) All permits, consents, approvals and authorizations by, or registrations, declarations, withholdings of objection or filings (collectively, "Approvals") with any governmental body or any instrumentality thereof which exercises jurisdiction over the Premises, construction and/or demolition thereon, the use of improvements thereto or the availability of ingress or egress thereto or of gas, water, electricity, sewerage or other utility facilities therefor, which Approvals are necessary in connection with the valid execution, delivery and performance by the Mortgagor and the Beneficiary of this Agreement and the Documents, or necessary for the execution of the Project, have been obtained and are valid, adequate and in full force and effect.

(b) The execution of the Project and the Project itself will not violate any presently existing governmental regulation with respect thereto, and the Project as well as the anticipated use of the Premises after the completion of the Project complies with all presently existing applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and the Project and all requirements of such use which can be satisfied prior to completion of the Project have been satisfied.

All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 6.

Section 7. Covenants Concerning Project and New Availability. The Mortgagor and the Beneficiary covenant and agree with the Bank as follows:

(a) The Mortgagor and the Beneficiary shall use the proceeds of each disbursement of the New Availability for the purposes specified in the written disbursement request pertaining to such disbursement, and for no other purpose.

(b) The Mortgagor and the Beneficiary shall cause the execution of the Project and each portion thereof to be prosecuted with diligence and continuity and shall complete the same in a fit and workmanlike manner in accordance with

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the plans and specifications therefor on or before the dates required by the CTI/ADS Leases, free and clear of all liens or claims for liens for material supplied or labor or services furnished in connection with the Project other than as permitted under Section 2.13 of the Mortgage.

(c) The Mortgagor and the Beneficiary shall complete the Project in accordance with (i) the Documents, (ii) all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises or any part thereof or requiring any alterations or improvements, and (iii) plans and specifications for the Project on file with and approved by the Bank.

(d) It is a condition of the New Availability that the New Availability shall at all times be "in balance" as provided in this paragraph. If in the judgment of the Bank (which judgment shall be conclusive unless manifestly unreasonable) the unpaid Costs of the Project shall at any time exceed the balance of the undisbursed proceeds of the New Availability available to pay Costs of the Project in accordance with the Budget, then the New Availability shall be deemed to be "out of balance" and the Mortgagor and the Beneficiary shall immediately deposit with the Bank the amount of such deficiency so as to cause the New Availability to again be "in balance." Any amounts so deposited with the Bank shall be held by the Bank without any obligation to pay interest thereon, and such amounts shall be disbursed by the Bank in the same manner as proceeds of the New Availability for the purpose of paying Costs of the Project, and shall be so disbursed prior to the disbursement of any additional proceeds of the New Availability to pay Costs of the Project.

All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 7.

Section 8. Events of Default Related to Project:

Remedies. (a) In addition to the events of default specified in the Documents and the Additional Documents, each of the following shall constitute an event of default under the Documents and the Additional Documents:

(i) If the Project shall not, or in the judgment of the Bank (which judgment shall be controlling unless manifestly unreasonable) cannot, be completed by the dates required by the New Leases; or

(ii) If the New Availability shall at any time not be "in balance" as required by the terms of this Agreement and the Mortgagor and the Beneficiary shall fail to deposit additional moneys with the Bank as provided herein so as to

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cause the New Availability to be "in balance."

(b) When any event of default under the Documents or the Additional Documents has occurred and is continuing, in addition to the remedies enumerated thereunder, at the Bank's option, the Bank's commitment to make any additional advances hereunder shall terminate.

(c) All of the Documents and the Additional Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 8.

Section 9. Purchase Contract. (a) The Mortgagor and the Beneficiary are parties to the Agreement of Purchase and Sale dated November 30, 1994 (the "Purchase Contract"), with CenterPoint Properties Corporation, a Maryland corporation ("CNT"), which provides for the sale of the Premises by the Mortgagor and the Beneficiary to CNT. As a condition to the extension of the maturity date of the Loan and the Additional Documents and the other agreements of the Bank provided for herein, the Mortgagor and the Beneficiary have agreed to grant to the Bank a security interest in the Purchase Contract. For such purpose, the Mortgage is hereby modified and amended as follows:

(i) The following clause (j) shall be inserted into page 3 of the Mortgage, immediately following clause (i) --

(j) All right, title and interest of the Mortgagor and the Beneficiary (but not their obligations) under the Purchase Contract (as defined in Article I hereof).

And also on page 3 of the Mortgage, the reference to clause "(i)" in the text which immediately follows clause (j) shall be replaced with a reference to clause "(j)".

(ii) The following definition shall be inserted into Section 1.1 of the Mortgage, immediately following the definition of "Premises" --

"Purchase Contract" means the Agreement of Purchase and Sale dated November 30, 1994, by and among the Mortgagor, the Beneficiary and CenterPoint Properties Corporation, a Maryland corporation.

(iii) The following clause (ix) shall be inserted into paragraph (e) of Section 2.9, immediately following clause (viii) thereof --

, and (ix) that there does not then exist any event of default under the Purchase Contract

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and the Purchase Contract shall remain in full force and effect without any reduction of the purchase price payable thereunder below an amount necessary to pay all of the principal of and accrued and unpaid interest on the Note.

(iv) The following Section 2.17 shall be inserted into the Mortgage, immediately following Section 2.16 thereof --

Section 2.17. Concerning the Purchase Contract. The Mortgagor and the Beneficiary shall at all times duly perform and observe all of the terms, provisions, conditions and agreements on their part to be performed and observed under the Purchase Contract, and shall not suffer or permit any default or event of default on the part of the Mortgagor or the Beneficiary to exist thereunder, and shall not agree or consent to, or suffer or permit, any termination, modification or amendment thereof. As additional security for the payment and performance of all of the obligations of the Mortgagor and the Beneficiary hereunder and under the other Loan Documents, the Mortgagor and the Beneficiary hereby assign to the Mortgagee, and grant a security interest to the Mortgagee in, the Purchase Contract. For such purposes, this Mortgage is intended to be a security agreement under the Illinois Uniform Commercial Code.

The Table of Contents contained in the Mortgage shall be revised to reflect the insertion of Section 2.17 as provided above.

(v) The following paragraph shall be inserted into page 29 of the Mortgage, immediately following the signature of the Mortgagor --

JOINDER

THE EDGE VENTURE, an Illinois partnership, hereby joins in this Mortgage for the purpose of subjecting its interest in the Purchase Contract to the lien of this Mortgage and the security interest created by granting clause (j) on page 3 hereof and by Section 2.17 hereof, and for the purpose of joining in the covenants contained in Section 2.17 hereof.

The Beneficiary's execution of this Agreement shall constitute its execution of the above Joinder.

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(b) The Mortgagor hereby certifies and represents, and the Beneficiary, the Partners and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Purchase Agreement are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 10. Partnership Distributions; Loans From Third Parties Payments. (a) During any period while any portion of the Loan or the Additional Loan is outstanding, the Mortgagor shall not (i) make any distributions to any of its partners, or (ii) except as provided in subparagraph (b) below, make any payments on loans from third parties other than the Bank. In addition, during any period while any portion of the Loan or the Additional Loan is outstanding, all loans to the Mortgagor from its partners shall be subordinated to the Loan and the Additional Loan pursuant to subordination agreements in form and substance satisfactory to the Bank.

(b) Notwithstanding the restriction contained in clause (ii) of subparagraph (a) above, in any calendar month, the Mortgagor shall have the right to make interest payments on the \$500,000 in earnest money delivered by CNT to the Mortgagor and being utilized by the Mortgagor pursuant to the provisions of Section 2 of the Purchase Contract, but only to the extent that the "Debt Service Coverage Ratio" (as defined below) for the immediately preceding calendar month is greater than 1.25.

(c) For purposes of this Agreement, the term "Debt Service Coverage Ratio" shall mean, for any calendar month, the quotient obtained by dividing the Net Operating Income (as defined below) for such calendar month by the total amount of principal and interest on the Loan which became due and payable during such calendar month, and the term "Net Operating Income" shall mean, for any calendar month, all rental income from the Premises for such calendar month (including payments by tenants as payment or reimbursement of operating expenses), minus the operating expenses of the Premises for such calendar month (including but not limited to real estate taxes, common area maintenance, utilities, insurance and management fees, but not including depreciation, amortization or interest on the Loan and the Additional Loan); all as determined in accordance with generally accepted accounting principles consistently applied.

Section 11. Extension Fee. As a condition to the extension of the maturity dates of the Loan and the Additional Loan provided for herein, on the date of the execution and delivery of this Agreement, the Mortgagor and the Beneficiary shall pay to the Bank a nonrefundable extension fee in the amount of \$37,750.

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Section 12. Individual Guarantor Financial Statements.

The Individual Guarantors certify, represent and warrant to the Bank that (i) the financial statements of each of the Individual Guarantors delivered to the Bank dated April 30, 1994 (or in the case of David R. Kahnweiler, dated February 28, 1994), are true and correct in all material respects and truly and accurately reflect the financial condition of the parties to which they relate as of the dates thereof, and (ii) since the dates of such financial statements, there has been no material adverse change in the financial condition or in the assets or liabilities of any of the Individual Guarantors. The Individual Guarantors hereby acknowledge that the Bank has relied upon the financial statements described above in extending the maturity dates of the Loan and the Additional Loan as provided in this Agreement. The Individual Guarantors shall immediately notify the Bank in the event of any material adverse change in the financial condition or the assets or liabilities of any of the Individual Guarantors.

Section 13. Attachment to Amended Note and Additional Note.

The Bank may, and prior to any transfer by it of the Amended Note or the Additional Note shall, attach a copy of this Agreement to the original Amended Note or the original Additional Note, as applicable, and place an endorsement on the Amended Note or the Additional Note, as applicable, making reference to the fact that such attachment has been made.

Section 14. Documents and Additional Documents to

Remain in Effect; Confirmation of Obligations; References. The Documents and the Additional Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and the Partial Release and as expressly modified and amended herein. The Mortgagor, the Beneficiary, the Partners and the Individual Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents and the Additional Documents, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents or the Additional Documents, or any rights or remedies under any of the Documents or the Additional Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents or the Additional Documents, or any rights or remedies under any of the Documents or the Additional Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents or the Additional Documents, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended herein. All references in the Documents and the Additional Documents to any

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one or more of the Documents or the Additional Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents, Additional Document, Additional Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and the Partial Release and as modified and amended by this Agreement.

Section 15. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, the Partners and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the 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 and made to speak as of the date of this Agreement.

Section 16. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 17. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 18. Severability. In the event 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 hereof.

Section 19. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 20. Construction.

(a) 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.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

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

By _____
Title: _____

(SEAL)

Attest:

Nancy K. Stace
Title: _____

THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois partnership, Partner

Robert L. Stovall
Robert L. Stovall, Duly Authorized Partner

By Davidola Venture, an Illinois partnership, Partner

David R. Kahnweiler
David R. Kahnweiler, Duly Authorized Partner

FCLS PULASKI PARTNERSHIP, an Illinois partnership

By Robert L. Stovall
Robert L. Stovall, Duly Authorized Partner

DAVIDOLA VENTURE, an Illinois partnership

By David R. Kahnweiler
David R. Kahnweiler, Duly Authorized Partner

Robert L. Stovall
Robert L. Stovall

Norman O. Stava
Norman O. Stava

95100424

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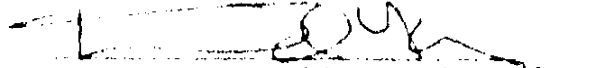
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Stephen L. Schlader



Michael M. Mullen



David R. Kahnweiler

THE NORTHERN TRUST COMPANY

By Steven P. Williams
Title: VICE PRESIDENT

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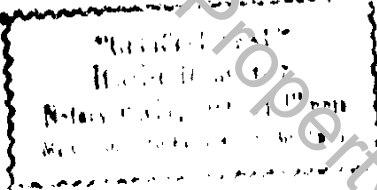
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9 day of February, 1995, by Carlisle Bok and [REDACTED] and [REDACTED] and [REDACTED] 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, 1989, and known as Trust No. 114283, on behalf of said Trustee.



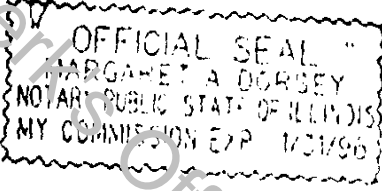
Margaret A. Dorsey
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

8th The foregoing instrument was acknowledged before me this day of February, 1995, by Robert L. Stovall, duly authorized partner of FCLS Pulaski Partnership, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.

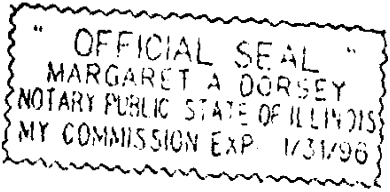
Margaret A. Dorsey
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



8th The foregoing instrument was acknowledged before me this day of February, 1995, by David R. Kahnweiler, duly authorized partner of Davidola Venture, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.

Margaret A. Dorsey
Notary Public



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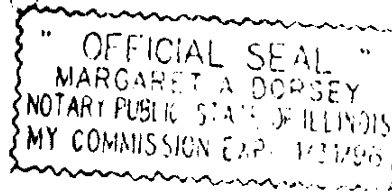
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 8th day of February, 1995, by Robert L. Stovall, Norman O. Stava, Stephen L. Schlader, Michael M. Mullen, and David R. Kahnweiler.

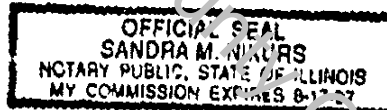
Margaret A. Dorsey
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 9th day of February, 1995, by STEVEN D. WASIDUSKI, VICE PRESIDENT of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

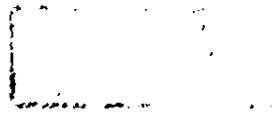
Sandra M. Nixurs
Notary Public



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EXHIBIT A
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 54 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 1175.03 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 69.25 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 55.05 FEET; THENCE SOUTH 00 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 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 101.32 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 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, 10 MINUTES, 30 SECONDS A DISTANCE OF 8.82 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 273.69 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 64.08 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 126.16 FEET BEARING NORTH 78 DEGREES, 27 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 89 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 513.81 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 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF A 12 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 22.37 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 18 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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