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EIGHTH AMENDMENT TO NOTE, MORTGAGE,
ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

This Eighth Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated this 31st day of January, 1995, is made by LASALLE NATIONAL TRUST, N.A., as successor to LASALLE NATIONAL BANK, as Trustee ("Borrower") under a Trust Agreement dated October 3, 1988 and known as Trust No. 113818 (the "Trust"), and PARK RIDGE OFFICE CAMPUS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") in favor of LASALLE NATIONAL BANK, a national banking association, successor by merger to EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender");

. DEPT-01 RECORDING \$57.00
. T#0012 TRAN 3145 03/21/95 09:50:00
. #9390 + JM *-95-188490
WITNESSETH: . COOK COUNTY RECORDER

Whereas, Lender made a loan (the "Loan") to Borrower in the amount of One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00) which was evidenced by a note made by Borrower in favor of Lender, dated December 8, 1988 (the "Note"); and

Whereas, the Note was secured by a Mortgage (the "Mortgage") made by Borrower in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0371, and which created a first lien on the property legally described on Exhibit A attached hereto and made a part hereof (the "Original Subject Property"); and

Whereas, the Note was further secured by a Collateral Assignment of Rents and Leases (the "Assignment of Leases"), made

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by Borrower and Beneficiary in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0372, and which encumbers the Original Subject Property; and

Whereas, the Note was further secured by a Security Agreement (the "Security Agreement"), and UCC-1 and UCC-2 financing statements made by Beneficiary and Borrower in favor of Lender, dated December 8, 1988, with regard to certain personal property and other interests described therein; and

Whereas, the Note was further secured by a Collateral Assignment of Beneficial Interest in Land Trust (the "Collateral ABI"), made by Beneficiary in favor of Lender, dated December 8, 1988, which collaterally assigned the beneficial interest in the Trust to Lender; and

Whereas, the Note was further secured by the Guaranty of Payment ("Guaranty"), of Philip I. Mappa and Colin A. Regan, dated December 8, 1988, in favor of Lender; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively amended by a First Amendment to Note, Mortgage, Assignment of Leases and Security Agreement (the "First Amendment"), dated January 1, 1990, which was recorded with the Cook County Recorder of Deeds on March 30, 1990, as document no. 9014-2390; and

Whereas, the First Amendment inter alia extended the maturity date of the Note from January 1, 1990 to April 1, 1990; and

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Whereas, the Guaranty was amended by a First Amendment to Guaranty, dated January 1, 1990; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively further amended by a Second Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated March 30, 1990 (the "Second Amendment"), which was recorded with the Cook County Recorder of Deeds as document No. 90298609; and

Whereas, the Second Amendment inter alia extended the maturity date of the Note from April 1, 1990 to June 30, 1990; and

Whereas, the Guaranty was amended by a Second Amendment to Guaranty, dated March 30, 1990; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively further amended by a Third Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated June 30, 1990 (the "Third Amendment"), which was recorded with the Cook County Recorder of Deeds as document No. 90424091; and

Whereas, the Third Amendment inter alia extended the maturity date of the Note from June 30, 1990, to June 30, 1991, and provided for the reduction of the outstanding principal balance of the Loan from \$1,210,000.00 to \$910,000.00; and

Whereas, the Guaranty was amended by a Third Amendment to Guaranty, dated June 30, 1990; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Assignment were collectively further amended by a Fourth Amendment to Note, Mortgage, Assignment of Leases and Security Agreement,

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dated June 17, 1991 (the "Fourth Amendment"), which was recorded with the Cook County Recorder of Deeds as document No. 9131-7710 on June 28, 1991; and

Whereas, the Fourth Amendment inter alia extended the maturity date of the Note from June 30, 1991 to July 31, 1991; and

Whereas, the Guaranty was amended by a Fourth Amendment to Guaranty, dated June 17, 1991; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively further amended by a Fifth Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated July 31, 1991 (the "Fifth Amendment"), which was recorded with the Cook County Recorder of Deeds on October 29, 1991, as document no. 91565423; and

Whereas, the Fifth Amendment inter alia extended the maturity date of the Note from July 31, 1991 to February 28, 1992, and provided for the reduction of the outstanding principal balance of the Loan from \$910,000.00 to \$600,000.00; and

Whereas, the Guaranty was amended by a Fifth Amendment to Guaranty, dated July 31, 1991 (the "Fifth Amendment to Guaranty"); and

Whereas, the Fifth Amendment and Fifth Amendment to Guaranty were modified by a letter agreement between Borrower and Lender, dated April 23, 1992, which, inter alia extended the maturity date of the Note to February 28, 1993; and

Whereas, Borrower disclosed to Lender that the deed conveying the Original Subject Property to Borrower from its predecessor in

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title contained an incorrect legal description of the Original Subject Property; and

Whereas, Borrower's predecessor in title delivered to Borrower a deed to correct the legal description of the Original Subject Property, which was recorded with the Cook County Recorder of Deeds on January 27, 1993 as document no. 93070778. The correct legal description is set forth on Exhibit B attached hereto and made a part hereof and the property so described is referred to herein as the "Subject Property"; and

Whereas, Borrower recorded a plat of subdivision for the Subject Property and other property (the "Plat"), with the Cook County Recorder of Deeds on January 27, 1993, as document no. 93070778, in which the corrected metes and bounds legal description for the Subject Property (as set forth in Exhibit B hereto) was redefined as set forth on Exhibit C attached hereto and made a part hereof; and

Whereas, the legal descriptions contained in Exhibits B and C both define the Subject Property; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively further amended by a Sixth Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated February 28, 1993 (the "Sixth Amendment"), which was recorded on May 18, 1993 with the Cook County Recorder of Deeds as Document Number 93374904; and

Whereas, the Sixth Amendment inter alia extended the maturity date of the Note from February 28, 1993 to January 31, 1994,

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provided that the legal description of the Subject Property in the legal description set forth on Exhibit C hereto, and provided for the reduction of the outstanding principal balance of the Loan from \$600,000.00 to \$550,000.00; and

Whereas, the Guaranty was amended by a Sixth Amendment to Guaranty, dated February 28, 1993; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively further amended by a Seventh Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated January 31, 1994 (the "Seventh Amendment"), which was recorded on March 31, 1994 with the Cook County Recorder of Deeds as document no. 9429-1318; and

Whereas, the Seventh Amendment inter alia extended the maturity date of the Note from January 31, 1994 to February 1, 1995, and provided for the reduction of the outstanding principal balance of the Loan from \$550,000.00 to \$525,000.00, and from \$525,000.00 to \$500,000.00; and

Whereas, the Guaranty was amended by a Seventh Amendment to Guaranty, dated January 31, 1994; and

Whereas, Borrower did not make the second principal reduction which was required by the Seventh Amendment, and the unpaid principal balance of the Loan is \$525,000.00; and

Whereas, Borrower has requested an extension of the maturity date of the Note to February 1, 1996; and

Whereas, Lender has agreed to extend the maturity date to February 1, 1996, provided Borrower complies with the terms hereof;

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Now Therefore, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

AMENDMENT OF NOTE

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety. All references in this Article I to the Note shall be deemed to be references to the Note, as amended from time to time.

2. Paragraph 2.1 of the Note shall be amended to provide that the maturity date of the Note shall be extended to February 1, 1996.

3. Paragraph 2.2(b) of the Note shall continue to provide that the Loan Rate shall equal the interest rate published by Lender as its "Reference Rate," plus one and one-fourth percent (1-1/4%), per annum. Borrower shall continue to pay interest to Lender monthly in arrears, at the Loan Rate.

4. In partial consideration of Lender's agreement to extend the maturity date of the Loan to February 1, 1996, Borrower has agreed and shall pay to Lender, a Loan renewal fee in the amount of Two Thousand Six Hundred Twenty Five Dollars (\$2,625.00) immediately upon execution of this Eighth Amendment.

5. (A) Immediately upon execution hereof, Borrower shall deposit with Lender the sum ("Interest Reserve") of Twenty Five Thousand Dollars (\$25,000.00), which shall be held by Lender as an interest reserve to be used until depleted to pay monthly interest

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hereunder. Borrower shall continue to be responsible for making timely monthly interest payments directly to Lender after the Interest Reserve is depleted. The Interest Reserve shall be invested by Lender in a money market account, and interest accruing thereon shall be used to pay interest on the Loan. Borrower hereby pledges and assigns the Interest Reserve, and interest earned thereon, if any, to Lender as additional security for the Loan.

(B) In lieu of having interest deducted from the Interest Reserve for any month, Borrower may elect to pay monthly interest by check directly to Lender. In such event, Borrower shall so notify Lender in writing at least three (3) days prior to the applicable due date, and pay the interest due directly to Lender on or before the due date.

6. All references in the Note to the Loan Documents (as defined in the Note), shall be deemed to be references to the Loan Documents, as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement contained in the Note, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, and as previously modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, the Note shall remain unmodified and in full force and effect.

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ARTICLE II

AMENDMENT OF MORTGAGE

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety. All references in this Article II to the Mortgage shall be deemed to be references to the Mortgage, as amended from time to time.

2. Paragraph 1.1(0) of the Mortgage shall be amended to provide that the maturity date of the Note shall be extended to February 1, 1996.

3. All references in the Mortgage to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement contained in the Mortgage, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, and as previously modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, the Mortgage shall remain unmodified and in full force and effect.

ARTICLE III

AMENDMENT OF ASSIGNMENT OF LEASES

1. The recitals set forth above shall be incorporated herein as if fully set forth in their entirety.

2. All references in the Assignment of Leases to the Loan Documents shall be deemed to be references to the Loan Documents,

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as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Assignment of Leases, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, and as previously modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, the Assignment of Leases shall remain unmodified and in full force and effect.

ARTICLE IV

AMENDMENT OF SECURITY AGREEMENT

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. All references in the Security Agreement to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Security Agreement, as amended hereby, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, and as previously amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, the Security Agreement shall remain unmodified and in full force and effect.

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ARTICLE V

EXECUTION BY TRUSTEE

This document is executed by LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and as far as LaSalle National Trust, N.A., as Trustee, is concerned, is payable only out of the property specifically described herein, by the enforcement of provisions contained in the Loan Documents. No personal liability shall be asserted or be enforceable against LaSalle National Trust, N.A., as Trustee, because or in respect of this document or the making, issue or transfer hereof, all such liability with respect to LaSalle National Trust, N.A., as Trustee, being expressly waived by Lender and each successor thereof, and each original and successor holder of the Note and other Loan Documents accepts the same upon the express condition that no duty shall rest upon LaSalle National Trust, N.A., as Trustee, to sequester the rents, issues and profits arising from the Subject Property, or the proceeds arising from the sale or other disposition thereof. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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IN WITNESS WHEREOF, Borrower and Beneficiary have caused this Eighth Amendment to Note, Mortgage, Assignment of Leases and Security Agreement to be executed and attested by its duly authorized representatives.

MORTGAGOR:

LASALLE NATIONAL TRUST, N.A.,
as successor to LASALLE
NATIONAL BANK, as Trustee Under
Trust Agreement Dated October
3, 1988, known as Trust No.
113818 and not personally

By: [Signature]
Its VICE PRESIDENT

By: NANCY A. HOCK
Its SECRETARY

BENEFICIARY:

PARK RIDGE OFFICE CAMPUS
LIMITED PARTNERSHIP

By: [Signature]
Philip T. Mappa

By: [Signature]
Colin A. Regan

THIS DOCUMENT PREPARED BY,
AND AFTER RECORDING
SHOULD BE RETURNED TO:
STEVEN STENDER
MUCH SHELIST FREED DENENBERG
& AMENT, P.C.
200 NORTH LASALLE STREET
SUITE 2100
CHICAGO, ILLINOIS 60601

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that _____

_____ personally known to me to be the Senior Vice President of LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated October 3, 1988, and known as Trust No. 113818

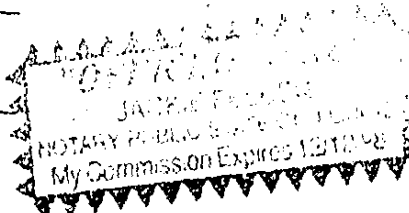
and NANCY A. STACK personally known to me to be the Assistant Secretary of said Association and personally known to me

to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ~~Senior~~ Vice President and Assistant Secretary they signed and delivered the said instrument as Senior Vice President and Assistant Secretary of said Association, and caused the corporate seal of said Association to be affixed thereto, pursuant to authority given by the Board of Directors of said Association as their free and voluntary act, and as the free and voluntary act and deed of said Association for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of March 1995.

Jackie L. Allen
Notary Public

My Commission expires: 12/21/98



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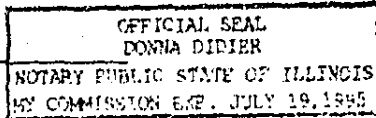
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Philip I. Mappa and Colin A. Regan, personally known to me to be the General Partners of the Park Ridge Office Campus Limited Partnership, an Illinois Limited Partnership, the Beneficiary of LaSalle National Bank Trust No. 113818, which was created pursuant to a Trust Agreement dated October 3, 1989, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Partnership for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of MARCH 1995.

Donna Didier
Notary Public

My Commission expires: _____



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1 (TAKE-OUT PARCEL NORTH)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTION 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 414.47 FEET; THENCE NORTH $43^{\circ}23'30''$ WEST, 163.52 FEET; THENCE NORTH $46^{\circ}36'30''$ EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 205.77 FEET; THENCE NORTH $77^{\circ}19'50''$ EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 386.27 FEET TO THE POINT OF BEGINNING, CONTAINING 3.11 ACRES, MORE OR LESS.

PARCEL 2 (GARAGE PARCEL)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 68.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}58'20''$ WEST 125.00 FEET; THENCE SOUTH $0^{\circ}01'40''$ EAST, 265.00 FEET; THENCE NORTH $89^{\circ}58'20''$ EAST, 125.00 FEET; THENCE NORTH $0^{\circ}01'40''$ WEST, 265.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.76 ACRES, MORE OR LESS.

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THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTION 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION, 343.61 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 438.09 FEET; THENCE NORTH $43^{\circ}23'30''$ WEST, 129.14 FEET; THENCE NORTH $46^{\circ}36'20''$ EAST, 205.77 FEET; THENCE NORTH $77^{\circ}29'50''$ EAST, 386.27 FEET TO THE POINT OF BEGINNING, CONTAINING 2.87 ACRES, MORE OR LESS.

PARCEL 2

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION 318.61 FEET; THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 68.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $0^{\circ}01'40''$ EAST, 420.00 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 125.00 FEET; THENCE NORTH $0^{\circ}01'40''$ WEST, 420.00 FEET; THENCE NORTH $89^{\circ}58'20''$ EAST, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21 ACRES, MORE OR LESS.

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EXHIBIT C

PARCEL 1

LOT 1, PARK RIDGE OFFICE CAMPUS, BEING A SUBDIVISION OF PART OF THE NORTHEAST ONE-QUARTER OF SECTION 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 27, 1993, AS DOCUMENT NO. 93070777, IN RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 2, PARK RIDGE OFFICE CAMPUS, BEING A SUBDIVISION OF PART OF THE NORTHEAST ONE-QUARTER OF SECTION 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 27, 1993, AS DOCUMENT NO. 93070777, IN RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS.

PIN: 09-21-202-014

PROPERTY LOCATION: SOUTHEAST CORNER OF DEMPSTER STREET AND LUNDERGAN AVENUE, PARK RIDGE, ILLINOIS

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