

UNOFFICIAL COPY

96695135

. DEPT-01 RECORDING \$37.00
. T#0012 TRAM 1979 09/11/96 11:38:00
. #8333 # CG *-96-695135
. COOK COUNTY RECORDER

Drawn by, recorded at the request of
~~and after recording, return to:~~
Shapiro, Shapses, Block & Stachenfeld LLP
156 West 56th Street
New York, New York 10019
Att'n: Paul M. Shapses, Esq.

D1 75 86202

J.P.

37⁰⁰
m

MASTER MODIFICATION OF: EURODOLLAR NOTE; LOAN AGREEMENT; MORTGAGE, DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT; AND OTHER LOAN DOCUMENTS

This AGREEMENT dated as of August 22, 1996, by and among EQUISTAR
SCHAUMBURG COMPANY, LLC, a Delaware limited liability company having its principal
place of business c/o 1010 Wisconsin Avenue, N.W., Suite 650, Washington, DC 20007 (the
"Borrower"), and LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, having
an address at 3 World Financial Center, New York, New York 10285 (the "Lender").

Unless the context otherwise requires, all capitalized terms not defined herein
shall have the respective meanings set forth in the Master Agreement (hereinafter defined).

PRELIMINARY STATEMENT

Lender and EquiStar Hotel Investors, L.P. ("Equistar") entered into a certain
Master Mortgage Loan Facility Agreement dated as of December 21, 1995 (the "Prior Master
Agreement"), pursuant to which Lender agreed to make loans to certain affiliated companies of
Equistar (including Borrower):

Pursuant to the Prior Master Agreement and that certain Loan Agreement
between Borrower and Lender (the "Loan Agreement"), Lender made a Eurodollar Loan and a
Fixed Rate Loan, both secured by a certain Mortgage, Deed of Trust, Assignment of Leases and
Rents, Security Agreement and Fixture Financing Statement, dated as of December 21, 1995, and
recorded on December 26, 1995 in the Office of the Cook County Recorder, Cook County, Illinois
as Document No. 95895329 (the "Mortgage") encumbering that certain real property and

96695135

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

improvements located thereon more particularly described on the attached Exhibit A (the "Property");

The Prior Master Agreement has, as of the date hereof, been amended and restated in its entirety (as amended and restated, the "*Master Agreement*") to among other things: (a) reduce the term of the loan, (b) decrease the rate of interest charged on all Eurodollar Loans, (c) reduce the maximum facility amount from \$202,500,000.00 to \$85,000,000.00, (d) delete the non-recourse provisions contained in the Eurodollar Notes and any other Loan Documents, and (e) reflect that all Fixed Rate Loans have been satisfied, and that no further Fixed Rate Loans may be made under the Master Agreement.

The parties hereto enter into this Agreement to provide notice of the amendment and restatement of the Prior Master Agreement and to modify the Loan Documents in a manner consistent with the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein, the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Amendment to the Eurodollar Note. Borrower and Lender hereby amend the Eurodollar Note on the date hereof in the following respects:

(a) Paragraph 2 is amended so that the Maturity Date shall be as defined in the Master Agreement;

(b) Paragraphs 4 and 5 (Utilization Fee and Exit Fee) no longer apply under the Master Agreement and shall be deemed "Intentionally Omitted"; and

(c) Paragraph 11 is deleted in its entirety, as the Loan is now fully recourse to Borrower (Maker);

2. Amendment to the Loan Agreement. The Borrower and Lender hereby amend the Loan Agreement as of the date hereof in the following respects:

(a) Sections 2(a) and 2(b) shall be given no further force and effect and shall be deemed "intentionally deleted"; and

(b) Section 6 (Tax and Insurance Fund), and Section 7 (Replacement Reserve; Repair Escrow) shall be given no further force and effect, shall be deemed "intentionally deleted" and are released to Borrower as of the date hereof; and

3. Amendment to the Mortgage. The Borrower and Lender hereby amend the Mortgage as of the date hereof in the following respects:

(a) The maximum amount of indebtedness shall not exceed \$85,000,000 in the aggregate;

(b) The Maturity Date shall be as defined in the Master Agreement.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4. Amendment to all Loan Documents. Borrower and Lender hereby amend all the Loan Documents as of the date hereof in the following respects:

(a) Each reference in any Loan Document (whether now existing or hereafter entered into) to any other Loan Document (whether now existing or hereafter entered into) shall be a reference to such other Loan Document as amended hereby and as such other Loan Document may have been or may hereafter be further amended or restated, replaced, supplemented or otherwise modified from time to time; and

(b) Each reference in any Loan Document to (i) a Fixed Rate Loan or Fixed Rate Note shall be deemed deleted, as all Fixed Rate Loans have, as of the date hereof, been satisfied, and (ii) Utilization Fees and Exit Fees shall be deleted and Borrower shall have no liability with respect thereto.

5. Enforceable Obligations. Borrower hereby ratifies, affirms, reaffirms, confirms, acknowledges and agrees that the Note, the Mortgage and other Loan Documents, as amended hereby, represent the valid, enforceable and collectible obligations of Borrower and confirms that the liens, security interests, assignments and other rights evidenced by the Note, the Mortgage and other Loan Documents continue uninterrupted from the closing date of the Loan. Borrower agrees that this Agreement does not constitute a novation of the Loan in any manner whatsoever

6. Waiver of Claim. Borrower hereby waives, discharges and releases forever any and all existing claims and defenses, personal or otherwise, and rights of set-off that it may have against Lender or which might affect the enforceability of Lender's rights and remedies under this Agreement, the Note, the Mortgage and other Loan Documents.

7. Limitation of Amendments. This Agreement is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Note, the Mortgage or other Loan Documents. As amended hereby, the Note, the Mortgage and other Loan Documents are ratified, affirmed, reaffirmed and confirmed in all respects.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

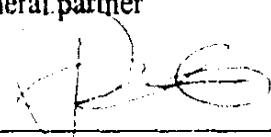
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal as of the day and year first above written.

BORROWER:
EQUISTAR SCHAUMBURG COMPANY, L.L.C.

By: CapStar Management Company L.P.,
managing member

By: CapStar Hotel Company
its general partner

By: 

Paul Whetsell
President

LENDER:
LEHMAN BROTHERS HOLDINGS INC.

By: 

Joseph J. Flannery
Authorized Signatory

Property of Cook County Clerk's Office

96695135

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF NEW YORK)
 : ss:
COUNTY OF NEW YORK)

On this the 23rd day of August, 1996, before me personally appeared Paul Whetsell, to me known, who, being by me duly sworn, did depose and say that he is the President of CapStar Hotel Company., the corporation described in and which executed the foregoing instrument; which corporation is a general partner of CapStar Management Company, L.P., the partnership described in and which executed the foregoing instrument; which partnership is the managing member of EQUISTAR SCHAUMBURG COMPANY, L.L.C., the limited liability company which executed the foregoing instrument; that the execution of the instrument by CapStar Management Company, L.P. was duly authorized according to EQUISTAR SCHAUMBURG COMPANY, L.L.C.'s Operating Agreement; that CapStar Management Company, L.P., the managing member, executed the instrument on behalf of the company pursuant to such authorization; that the execution of the instrument by CapStar Hotel Company was duly authorized; that CapStar Hotel Company., the general partner, executed the instrument on behalf of the partnership pursuant to such authorization.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

[Notarial Seal]

My Commission Expires: 1998

SHUFY H. PONGNON
Notary Public, State of New York
No. 01PO6065181
Qualified in Kings County 1998
Commission Expires Feb. 5, 1998

PROPERTY OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF NEW YORK)
 : ss:
COUNTY OF NEW YORK)

On this the 23rd day of August, 1996, before me personally appeared Joseph J. Flannery, to me known, who, being by me duly sworn, did depose and say that he is an Authorized Signatory of LEHMAN BROTHERS HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of the company.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

[Notarial Seal]

My Commission Expires: _____

BRUCE M. TENENBAUM
Notary Public, State of New York
No. 02TE5045127
Qualified in New York County
Commission Expires June 12, 1997

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.29 FEET, TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 703.99 FEET FOR ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.26 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE SOUTH FROM SAID POINT, A DISTANCE OF 626.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT, A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 484.58 FEET TO A POINT; THENCE FROM SAID POINT NORTH 89 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 397.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, WHICH IS 477.870 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET, A DISTANCE OF 678.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE OF 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST, THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET, BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST, THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.903 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR A DISTANCE OF 149.118 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1721.978 FEET FOR AN ARC DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS WEST; THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1054.00 FEET FOR AN ARC DISTANCE OF 239.971 FEET TO A POINT; SAID CURVE HAVING A

96605135

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description (continued)

(page 2 of 3)

CHORD LENGTH OF 238.460 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 679.816 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 364.938 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 70.0 FEET TO A POINT, THENCE DUE EAST, A DISTANCE OF 31 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 100.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 343.449 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT RECORDED JULY 7, 1971 AS DOCUMENT 21536943 AS SHOWN ON EXHIBIT 'F' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150 AMENDING DECLARATION OF EASEMENT RECORDED AS DOCUMENT 21448813 AND GRANTED FOR THE BENEFIT OF PARCEL 1 BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR INGRESS, EGRESS, PUBLIC UTILITY, AND DRAINAGE PURPOSES, OVER THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 734.46 FEET FOR AN ARC DISTANCE OF 274.15 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 272.56 FEET BEARING SOUTH 69 DEGREES 37 MINUTES 04 SECONDS EAST; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 323.07 FEET, FOR A POINT OF BEGINNING, OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, A DISTANCE OF 77.18 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5,779.65 FEET, A DISTANCE OF 678.600 FEET, SAID CURVE HAVING A CHORD LENGTH OF 678.230 FEET BEARING SOUTH 62 DEGREES 06 MINUTES 40 SECONDS EAST; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST, ON A RADIAL LINE, 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 DEGREES AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM

96695135

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description (continued)
(page 3 of 3)

SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 181.479 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR AN ARC DISTANCE OF 149.118 FEET, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,721.978 FEET FOR A DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS WEST, THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,054.0 FEET FOR A DISTANCE OF 238.971 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 238.46 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR ROADWAY PURPOSES IN CONFIRMATION CASE NO. 90L51443 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT 21218271, AS SHOWN ON EXHIBIT 'A' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT SAID EASEMENT IS ALSO GRANTED IN THE DECLARATION OF EASEMENTS RECORDED JULY 23, 1970 AS DOCUMENT 21218272 AND SHOWN ON EXHIBIT I ATTACHED THERETO, AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENTS 21314070 AND 21324390 AND CREATED BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR SANITARY SEWER, SAID EASEMENT BEING 10 FEET IN WIDTH, WHICH EASEMENT IS DEPICTED ON THE SURVEY MADE BY ROBERT E. BIEDERMANN OF GREMLEY & BIEDERMANN DATED DECEMBER 6, 1993, LAST REVISED APRIL 28, 1995, ORDER NUMBER 933214.

07 01 200 061
07 12 200 011
07 12 200 012
07 12 201 013

1725 E. Algonquin, Schaumburg

96695135

UNOFFICIAL COPY

Property of Cook County Clerk's Office

mail to Sarah Vaquer
Chicago Title
1129 5th St. NW
Suite 300
Washington
20036