

UNOFFICIAL COPY

This document was prepared
by and after recording
should be returned to:

Alan B. Roth
Wildman, Harrold, Allen & Dixon
225 W. Wacker Drive
Suite 2600
Chicago, Illinois 60606-1229

97347084

DEPT-01 RECORDING

945.00

140001 TRAN 9152 05/16/97 12:45:00
47137 RC # -97-347084
COOK COUNTY RECORDER

SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of this 7th day of April, 1997 by and between First Midwest Bank, N.A., a national banking association organized the laws of the United States ("Lender" or "Mortgagee"), Parkway Bank and Trust Company, as Trustee under Trust Agreement dated November 1, 1986 and known as Trust Number 8031 (the "Trust", "Trustee" or "Mortgagor"), Manufactured Housing Communities Limited, Partnership 126-P, an Illinois limited partnership ("Beneficial Owner"), and Edwin Zeman ("Guarantor") (the Trustee and Beneficial Owner are sometimes collectively referred to as "Borrower").

4500

RECITALS

A. Lender has made a loan in the original principal amount of \$720,000.00 (the "Loan") to Borrower. The Loan is evidenced by a Note dated September 10, 1991 executed by Borrower in the original principal amount of \$720,000.00 (the "Existing Note") and secured by, among other things, (i) a Loan Agreement dated September 10, 1991 executed by Borrower and Lender ("Loan Agreement"), (ii) a Mortgage Agreement dated September 10, 1991 executed by Trustee in favor of Lender and recorded in the Cook County, Illinois Recorder's Office ("Recorder") on September 18, 1991 as Document No. 91485447 (as amended from time to time, the "Mortgage") encumbering the real property described on Exhibit "A" attached hereto and improvements described in the Mortgage (the "Mortgaged Property"), (iii) a Collateral Assignment of Leases and Rents dated September 10, 1991 executed by Trustee recorded with the Recorder on September 18, 1991 as Document No. 91485448 (as amended from time to time, the "Assignment of Rents"), (iv) a Guaranty dated September 10, 1991 executed by Guarantor in favor of Lender (as amended from time to time, the "Guaranty"), (v) a Security Agreement dated September 10, 1991 executed by Beneficial Owner in favor of Lender (as amended from time to time, the "Security Agreement"); (vi) an Environmental Indemnity dated September 10, 1991 executed by Beneficial Owner and Guarantor in favor of Lender ("Environmental Indemnity"); (vii) Primary Collateral Assignment under Land Trust dated September 9, 1991 executed by Beneficial Owner in favor of Lender (as amended from time to time, the "Collateral Assignment") and (viii) such other documents and instruments as were executed and will be executed from time to time in connection with the Loan. The Loan Agreement, the Existing Note, Mortgage, Assignment of Rents, Guaranty, Security Agreement, the Environmental Indemnity, the Collateral Assignment and such other documents and instruments executed from time to time in connection with the Loan and this Agreement, as amended from time to time, are collectively referred to herein as the "Loan Documents." All capitalized terms used herein shall have the respective meanings ascribed to such terms in the Loan Agreement, unless otherwise defined herein.

97347084

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

B. The terms of the Loan Documents were modified pursuant to the First Loan Modification Agreement ("First Modification") dated as of September 1, 1996 executed by Borrower, Guarantor and Lender and recorded with the Recorder on November 21, 1996 as Document No. 96887651 and rerecorded with the Recorder on January 24, 1997 as Document No. 97054616, and pursuant to such First Modification, among other things, the principal amount of the Loan was increased to \$2,000,000.00.

C. Pursuant to the First Modification, Borrower executed and delivered to Lender an Amended and Restated Promissory Note in the original principal amount of \$2,000,000.00 (the "Amended and Restated Note"). All references in the Loan Documents to the "Note" shall mean the Amended and Restated Note and the Amended and Restated Note shall be secured by and is entitled to all of the Loan Documents.

D. Borrower and Guarantor desire to modify the terms and provision of the Loan Documents to, among other things, increase the principal amount of the Loan from \$2,000,000.00 to \$3,500,000.00 as set forth in this Agreement, which increased principal amount shall be disbursed in accordance with the provisions hereof.

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

AGREEMENT

1. The foregoing recitals are hereby incorporated by reference herein.
2. The principal amount of the Loan shall be increased by the aggregate principal amount of \$1,500,000.00 (the "Additional Amount") from the amended principal amount of \$2,000,000.00 (such sum being the previously stated principal sum of the Loan as increased by the First Modification) to a total of \$3,500,000.00. All references in the Loan Documents to the amount "\$2,000,000.00" (in words and/or figures, as appropriate), shall be amended to refer to the amount "\$3,500,000.00" (in words and/or figures, as appropriate) and all references to the "Loan" contained in any of the Loan Documents shall refer to the "Loan" as increased pursuant to this Agreement.
3. The principal amount of the Amended and Restated Note shall be increased by the amount of \$1,500,000.00 from the original principal amount of \$2,000,000.00 (such sum being the original stated principal sum of the Amended and Restated Note). All references in the Loan Documents to the Amended and Restated Note having a principal amount of \$2,000,000.00 (in words and/or figures, as appropriate), shall be amended to refer to the principal amount "\$3,500,000.00" (in words and/or figures, as appropriate).
4. The Additional Amount, shall be disbursed by Lender for the purposes and subject to the terms and conditions set forth in Paragraph 6 below.
5. The existing balance of the Loan as of the date hereof is \$1,896,750.00. Borrower represents, warrants, covenants and agrees that it has no existing claims, defenses, personal or otherwise, rights of setoff or deduction, or any other matter which would affect the validity and enforceability of the Amended and Restated Note, or any of the other Loan Documents and waives any existing defaults or failures by Lender in the performance of its obligations under the Loan Documents. The Loan Maturity Date is January 1, 1999.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6. a. The obligation of Lender to fund additional sums under the Loan is subject to the following conditions precedent:

i. Borrower shall have delivered to Lender:

A. evidence that Borrower has good and marketable title to the Mortgaged Property in fee simple and full possession thereof, free and clear of all liens and encumbrances except the Permitted Encumbrances;

B. this Agreement in form and substance suitable for recording;

C. a date down endorsement to the Title Company Policy containing such coverages and endorsements as Lender may require;

D. the loan commitment fee; and

E. such other documents as Lender shall reasonably require.

ii. Borrower shall have paid any and all reasonable attorneys' fees (not to exceed \$500.00), costs and expenses incidental to the negotiation and documentation of this Agreement.

b. The parties agree that the definition section of the Loan Agreement shall be amended as follows:

Note: The secured revolving Amended and Restated Promissory Note of Borrower dated September 1, 1995 as amended by the Second Loan Modification Agreement in the principal amount of up to Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) payable to the order of Lender.

c. Section 6.1 of the Loan Agreement is amended to read as follows:

"6.1 The Note shall bear interest at a rate per annum (computed on the basis of actual days elapsed on a three hundred sixty (360) day year equal to one percent (1%) plus the Reference Rate. Interest shall be due and payable monthly in arrears on the first day of each calendar month during the term of the Loan. Until the Loan Maturity Date, whether by demand, acceleration or otherwise, Borrower may borrow, repay and reborrow in any increment up to the aggregate of amount of \$3,500,000.00."

7. The first Whereas clause of the Mortgage is amended to read as follows:

"WHEREAS, Mortgagor is justly indebted to Mortgagee in an aggregate principal sum of up to Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), as evidenced by an Amended and Restated Promissory Note ("Note") dated September 1,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1996 as amended by a Second Loan Modification Agreement dated as of April 7, 1997 herewith executed by Mortgagor and future advances pursuant to this Mortgage Agreement, if necessary, of an additional sum of up to One Million and No/100 Dollars (\$1,000,000.00) for a total sum of up to Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00). The Note is made payable to the order of and delivered to Mortgagee, and is payable together with interest thereon, from the date thereof, at the rates, in installments and in accordance with all other terms set forth therein and in a certain Loan Agreement dated September 10, 1991 by and between, among others, Mortgagor and Mortgagee (the "Loan Agreement") as amended by that First Loan Modification Agreement dated September 10, 1996, as further amended by that Second Loan Modification Agreement dated as of April 7, 1997 by and between, among others, Mortgagor and Mortgagee. All terms and conditions of the Loan Agreement are hereby incorporated herein by this reference. All references in this Mortgage to the Loan Agreement shall mean the Loan Agreement as amended by the First Loan Modification Agreement and the Second Loan Modification Agreement.

8. The seventh and eighth lines of Section 15 of the Mortgage are amended to read as follows:

"... advances, at any one time outstanding exceed a sum equal to Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) and provided, that if Mortgagee shall make further advances as aforesaid"

9. Section 39 of the Mortgage is amended to read as follows:

"39. Revolving Loan. This Mortgage is given to secure a revolving credit loan pursuant to and in accordance with the Note and the Loan Agreement and shall secure not only presently existing indebtedness under the Note and the Loan Agreement but also future advances, whether such advances are obligations to be made at the option of Mortgagee or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereunder and under the Note, including future advances, from the time of its recording in the Recorder's Office of the county in which the Premises are located. The total amount of indebtedness may increase or decrease from time to time, but the total unpaid balance of the indebtedness secured hereunder (including disbursements which Mortgagee may make under this Mortgage, the Note, the Loan Agreement or any other document with respect thereto) at any one time outstanding shall not exceed a sum equal to Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00). This Mortgage shall be valid and have priority to the extent of the indebtedness over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law."

10. The following definitions set forth in Section 1 of the Collateral Assignment of Rents are amended to read as follows:

"Loan Agreement: That certain Loan Agreement of even date herewith by and between the Assignor and the Assignee as amended by that certain First Loan Modification dated September 1, 1996 and that Second Loan Modification Agreement dated as of April 7, 1997, by and between, among others, Assignor and Assignee, pursuant to which the Assignee has agreed, subject to the terms and conditions thereof, *inter alia*, to make a

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

loan to the Assignor in the principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) and future advances, if necessary, of an additional sum of up to One Million and No/100 Dollars (\$1,000,000.00) for a total sum of up to Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) and the Assignor has agreed, *inter alia*, to execute and deliver this agreement as partial security for such loan.

Note: That certain secured Amended and Restated Promissory Note of the Assignor, as amended by the Second Loan Modification Agreement in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) payable to the order of the Assignee and of even date herewith."

11. The Third Whereas clause of the Security Agreement is amended to read as follows:

"WHEREAS, in connection with the operation of the Property, Secured Party is making a secured loan to the Debtor in the principal sum of up to Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) evidenced by an Amended and Restated Promissory Note ("Note") dated September 1, 1996, as amended by a Second Loan Modification Agreement dated as of April 7, 1997, executed by the Debtor and future advances pursuant to this Security Agreement and the other Loan Documents as hereinafter defined, of an additional sum of up to One Million Dollars (\$1,000,000.00) for a total sum of up to Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) and secured by a Loan Agreement dated September 10, 1996, a Mortgage ("Mortgage"), Collateral Assignment of Lease and Rents, Primary Collateral Assignment under Land Trust, this Security Agreement, a First Loan Modification Agreement, a Second Loan Modification Agreement and other loan documents. The Note and the documents securing the same are hereinafter sometimes collectively referred to as "Loan Documents."

12. Recital A of the Environmental Indemnity is amended to read as follows:

"Lender has agreed to make a secured revolving credit loan to Parkway Bank and Trust Company as Trustee under Trust Agreement dated November 1, 1986 and known as Trust No. 8031 ("Trust") and Manufactured Housing Communities Limited Partnership 126-P, an Illinois limited partnership ("Beneficial Owner") (the Beneficial Owner and Trust are sometimes referred to as the "Borrower") in the principal amount of \$3,500,000.00 evidenced by an Amended and Restated Promissory Note dated September 1, 1996 (the "Note") pursuant to the Loan Agreement dated September 10, 1991 between Borrower and Lender as amended by that First Loan Modification Agreement dated as of September 1, 1996 as further amended by that Second Loan Modification Agreement dated as of April 7, 1997. The Note will be secured by, among other security, that certain Mortgage Agreement ("Mortgage") and a Collateral Assignment of Leases and Rents executed by the Trust, as Mortgagor, for the benefit of Lender, as Mortgagee, which Mortgage will encumber certain real property legally described on Exhibit "A" (the "Property") and the improvements located thereon ("Improvements")."

13. In connection with the foregoing, the Guarantor hereby confirms and agrees that:

a. The Guaranty Agreement executed by Guarantor in connection with the Loan is and shall remain in full force and effect with respect to the Loan as increased hereby;

b. Guarantor agrees to and consents to the Borrower's execution of this Agreement and agrees to the increase in the principal balance of the Loan to \$3,500,000.00;

97374004

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

c. The modification of the Loan Documents as provided for herein shall not affect, impair or discharge the obligation of the Guarantor under the terms of the Guaranty Agreement;

d. Guarantor hereby restates and affirms his representations and warranties contained in the Guaranty as fully and with the same effect as if set forth herein and made as of the date hereof; and

e. Guarantor hereby represents and warrants that no Event of Default has occurred under the Loan Documents, including the Guaranty, and Guarantor hereby reaffirms the Guaranty and all of his obligations under the Guaranty.

14. Borrower represents and warrants that no Default Condition exists and that no Event of Default has occurred under the Loan Agreement and the Loan Documents, as hereby amended, and Borrower hereby restates and affirms its respective representations and warranties contained in the Loan Document as fully and with the same effect as if set forth herein and made as of the date hereof, and agrees that the Loan Agreement and the Loan Documents, as amended, secure Borrower's obligations under the Loan.

15. Time is of the essence of this Agreement and every part hereof. All times herein specified are in each case firm and shall not be extended without the prior written approval of Lender.

16. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower, and their respective heirs, legal representatives, successors and assigns subject to all limitations currently set forth in the Loan Documents. This Agreement is not intended to benefit any party other than the Borrower, the Lender, and the successors and assigns of the Lender and is specifically not intended to be for the benefit of any party other than those which are a party to this Agreement.

17. This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.


18. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made or to be performed in that State.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

BORROWER:

**MANUFACTURED HOUSING COMMUNITIES
LIMITED PARTNERSHIP 126-P,
an Illinois limited partnership**

By:
Its:



General Partner

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARKWAY BANK AND TRUST COMPANY,
as Trustee as aforesaid

Attest:

By: *John Kuchinski*
Its: ASSOCIATE TRUST OFFICER

By: *James P. Pappas*
Its: Vice President Trust Officer

GUARANTOR:

[Signature]
EDWIN ZEMAN

LENDER:

FIRST MIDWEST BANK, N.A.

By: *Lawrence W. McAllister*
Its: Vice President

[Faint, mostly illegible text, likely a portion of a trust agreement or legal notice.]

THE SIGNATURE OF PARKWAY BANK & TRUST COMPANY IS VALID ONLY UPON INFORMATION FURNISHED BY THE UNDERWRITER OR GENERALLY ACCEPTED TRUST. THE SIGNATURE OF PARKWAY BANK & TRUST COMPANY DOES NOT CONSTITUTE OR STATEMENTS HEREIN CONTAINED.

97347081

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Ill)
COUNTY OF Madison)

I, Conrad M. Baiger, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Edwin M. Zeman the General Partner of MANUFACTURED HOUSING COMMUNITIES LIMITED PARTNERSHIP 126-P, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of MANUFACTURED HOUSING COMMUNITIES LIMITED PARTNERSHIP 126-P, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of April, 1997.



Conrad M. Baiger
Notary Public

Property of Cook County Clerk's Office

97347081

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

STATE OF Ill)
COUNTY OF Cook)

I, ^{THE} LOAN SIGNER, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that EDWARD P. SZYMANSKI of PARKWAY BANK AND TRUST COMPANY and JOANN KEBLINSKI of PARKWAY BANK AND TRUST COMPANY, as Trustee, who are personally known to be to be the same persons whose names are subscribed to the foregoing instrument as such ^{TRUSTEE} TRUSTEE and ^{TRUST OFFICER} TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of PARKWAY BANK AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth; and the said ^{TRUST OFFICER} TRUST OFFICER then and there acknowledged that (he) (she), as custodian of the corporate seal of PARKWAY BANK AND TRUST COMPANY, as Trustee, did affix the corporate seal of PARKWAY BANK AND TRUST COMPANY to said instrument as (his) (her) free and voluntary act and as the free and voluntary act of PARKWAY BANK AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of April, 1997.

Luba Kohn
Notary Public



Cook County Clerk's Office

9738511

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Ill)
COUNTY OF DeKalb)

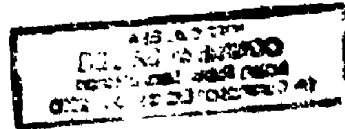
I, Connie M. Saiger a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Edwin M Zeman, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (she) signed and delivered the said instrument as (his) (her) own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of April, 1997.



Connie M. Saiger
Notary Public

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook)

I, Joseph M. Valente, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Joseph M. Valente of **FIRST MIDWEST BANK, N.A.**, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (he) (she) signed and delivered the said instrument as (his) (her) own free and voluntary act and as the free and voluntary act said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of July, 1997.



Joseph M. Valente
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT A

UNOFFICIAL COPY

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING EAST OF THE CENTER LINE OF THE EXISTING PAVEMENT OF THE GLENWOOD-DYER ROAD OF SECTION 20 (EXCEPTING FROM SAID PREMISES THE SOUTH 682.12 FEET, AS MEASURED ON THE EAST LINE THEREOF AND EXCEPTING THE NORTH 111.95 FEET THEREOF) IN TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 1/2 (EXCEPT THE NORTH 111.95 FEET THEREOF) OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 "A":

THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE NORTH 318 FEET OF THE WEST 270 FEET OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART FALLING IN THE FOLLOWING TRACT: THAT PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20 AFORESAID 81.60 FEET NORTH 00 DEGREES 22 FEET 48 INCHES WEST OF THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 89 DEGREES 42 FEET 53 INCHES EAST 103.47 FEET; THENCE SOUTH 84 DEGREES 38 FEET 55 INCHES EAST 87.26 FEET; THENCE NORTH 89 DEGREES 22 FEET 39 INCHES EAST 87.40 FEET; THENCE NORTH 00 DEGREES 30 FEET 10 INCHES WEST 392.84 FEET; THENCE NORTH 30 DEGREES 26 FEET 18 INCHES WEST 64.67 FEET; THENCE SOUTH 60 DEGREES 03 FEET 08 INCHES WEST 133.37 FEET TO AN ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 210.0 FEET; THENCE WESTERLY ALONG SAID ARC FOR A DISTANCE OF 63.69 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 85 DEGREES 13 FEET 11 INCHES WEST); THENCE SOUTH 89 DEGREES 37 FEET 13 INCHES WEST 49.04 FEET TO THE WEST LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20 AFORESAID 327.45 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 22 FEET 48 INCHES EAST ALONG SAID WEST LINE 327.45 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4 "B":

ALL THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT OF WAY, (EXCEPT THAT PART FALLING IN THE FOLLOWING TRACT: THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST FRACTIONAL

97347004

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1/4 OF SECTION 20, AFORESAID 81.60 FEET NORTH 00 DEGREES 22 FEET 48 INCHES WEST OF THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT OF WAY: THENCE NORTH 89 DEGREES 42 FEET 53 INCHES EAST 103.47 FEET; THENCE SOUTH 54 DEGREES 38 FEET 55 INCHES EAST 87.26 FEET; THENCE NORTH 89 DEGREES 22 FEET 38 INCHES EAST 87.40 FEET THENCE NORTH 00 DEGREES 31 FEET 10 INCHES WEST 392.84 FEET; THENCE NORTH 30 DEGREES 26 FEET 18 INCHES WEST 64.67 FEET; THENCE SOUTH 60 DEGREES 03 FEET 09 INCHES WEST 133.37 FEET TO AN ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 210.0 FEET; THENCE WESTERLY ALONG SAID ARC FOR A DISTANCE OF 69.69 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 85 DEGREES 13 FEET 11 INCHES WEST) THENCE SOUTH 89 DEGREES 37 FEET 13 INCHES WEST 49.04 FEET TO THE WEST LINE OF SOUTHEAST FRACTIONAL 1/4 OF SECTION 20 AFORESAID 327.45 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 22 FEET 48 INCHES EAST ALONG SAID WEST LINE 327.45 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

P.I.N. 33-20-103-022 & 33-20-103-008 (affects Parcel 1)
33-20-200-010 (affects Parcel 2 and 3)
33-20-400-001 (affects Parcel 4A)
33-29-200-001 (affects Parcel 4B)

Cook County Clerk's Office

97347084

UNOFFICIAL COPY

Property of Cook County Clerk's Office