

UNOFFICIAL COPY

99831445

7/24/00 5 21 001 Page 1 of 18  
1999-08-31 12:34:47  
Cook County Recorder 55.50

161700-253  
8/9/99



SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (herein called the "Second Amendment") dated as of this 5th day of August, 1999 by and among W.R. SOUTHFIELD ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (herein called "Borrower"), GENERAL ELECTRIC CAPITAL CORPORATION (herein called "GECC"), EDWARD W. ROSS (herein called "Ross") and the Trust Created by the Jerrold Wexler Declaration of Trust dated October 15, 1990 (herein called the "Wexler Trust"; and Ross and the Wexler Trust being herein together called the "Indemnitors").

WITNESSETH: That

A. WHEREAS, to evidence and secure a loan (herein called the "Loan") in the aggregate stated amount of \$51,296,087.00, Borrower has heretofore delivered to GECC, and GECC is presently the owner and holder of, two separate notes, each dated as of December 1, 1992 and maturing by their terms December 31, 1999 (herein together called the "Notes"), as follows:

- (a) Note (herein called "Note I") in the stated principal sum of \$35,000,000.00; and
- (b) Note (herein called "Note II") in the stated principal sum of \$16,296,087.00;

the form of which Notes are attached as Exhibits B-1 and B-2, respectively, to the First Amendment (hereinafter referred to).

B. WHEREAS, the Loan has been made and disbursed pursuant to a certain Loan Agreement dated December 30, 1992, executed and delivered by and between Borrower and GECC (herein called the "Original Loan Agreement"), as amended by that certain Loan Modification Agreement dated as of October 1, 1994 executed and delivered by and among the parties hereto (herein called the "First Amendment"; and the Original Loan Agreement as amended by the First Amendment being herein called the "Present Loan Agreement"), which First Amendment has been duly filed for record and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 04084291 and in the Recorder's Office of Denver, Colorado as Reception No. 9400191903.

C. WHEREAS, to secure the Loan, Borrower has executed and delivered to GECC the following instruments:

- (a) First Mortgage dated as of December 30, 1992 (herein called the "Original Illinois Mortgage") encumbering certain improved real property located in Cook County, Illinois, more fully described in Exhibit A-1 attached hereto and made a part hereof (herein called the "Illinois Property"), which Original Illinois Mortgage was (i) duly filed for record and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 93017214, and (ii) amended by the First Amendment (the original Illinois Mortgage as so amended being herein called the "Present Illinois Mortgage").

(b) Assignment of Rents and Leases dated as of December 30, 1992 (herein called the "Original Illinois Assignment") relating to the Illinois Property, which Original Illinois Assignment was (i) duly filed for record and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 93017215, and (ii) was amended by the First Amendment (the Original Illinois as so amended being herein called the "Present Illinois Assignment").

(c) First Deed of Trust dated as of December 30, 1992 (herein called the "Original Colorado Mortgage") to the Public Trustee of the County of Denver, Colorado for the benefit of GECC, as beneficiary, encumbering certain improved real property located in Denver County, Colorado, more fully described in Exhibit A-2 attached hereto and made a part hereof (herein called the "Colorado Property"), which Original Colorado Mortgage was (i) duly filed for record and recorded in the Office of the Recorder, Denver County, Colorado as Reception No. 0002896, and (ii) amended by the First Amendment (the Original Colorado Mortgage as so amended being herein called the "Present Colorado Mortgage").

(d) First Assignment of Rents and Leases dated as of December 30, 1992 (herein called the "Original Colorado Assignment") relating to the Colorado Property, which Original Colorado Assignment (i) was duly filed for record and recorded in the Office of the Recorder, Denver County, Colorado as Reception No. 0002897, and (ii) amended by the First Amendment (the Original Colorado Assignment as so amended being herein called the "Present Colorado Assignment"); and

D. WHEREAS, the Present Loan Agreement, Present Illinois Mortgage, Present Illinois Assignment, Present Colorado Mortgage and Present Colorado Assignment and all other instruments delivered by or on behalf of Borrower as security for the Loan are herein generally called "Present Security Documents"; and

E. WHEREAS, to induce GECC to make and disburse the Loan, Indemnitors have executed and delivered to GECC the following documents:

(a) Ross has executed and delivered to GECC an instrument dated as of December 30, 1992, entitled "Ross Guaranty of Payment" wherein and whereby Ross has, subject to the conditions and limitations defined therein as "Guaranty Conditions", guaranteed the Loan, which Original Ross Guaranty was amended and modified by the First Amendment (the Original Ross Guaranty as so amended being herein called the "Present Ross Guaranty");

(b) The Wexler Trust has executed and delivered to GECC an instrument dated as of December 30, 1992, entitled "Wexler Trust Guaranty of Payment" (herein called the "Original Wexler Trust Guaranty") wherein and whereby the Wexler Trust has, subject to the conditions and limitations defined therein as "Guaranty Conditions", guaranteed the Loan which Original Wexler Trust Guaranty, was amended and modified by the First Amendment (the Original Wexler Trust Guaranty as so amended being herein called the "Present Wexler Trust Guaranty");

(c) Indemnitors have executed and delivered to GECC a certain Agreement dated December 30, 1992, entitled "Hazardous Substances Indemnity Agreement" (herein called the "Original Hazardous Substances Indemnity Agreement") wherein and whereby, among other things, the Indemnitors indemnified GECC against loss or damage incurred by GECC arising by reason of environmental matters in violation of Environmental Laws occurring in, on, at or about the Colorado

Property, all as more fully set forth in the Original Hazardous Substances Indemnity Agreement, which Original Hazardous Substances Indemnity Agreement as so amended being herein called the "Present Hazardous Substances Indemnity Agreement");

(the foregoing Present Ross Guaranty, Present Wexler Trust Guaranty and Present Hazardous Substances Indemnity Agreement being herein together generally called the "Present Indemnitors Agreements"); and

F. WHEREAS, the Notes, Present Security Documents and Present Indemnitors Agreements are herein generally called the "Present Loan Documents"); and

G. WHEREAS, GECC is the owner and holder of the Notes; and

H. WHEREAS, Borrower has requested GECC to reimburse out of amounts heretofore repaid upon the Loan the sum of \$500,000.00 (herein called the "1999 Reimbursement Amount"), and GECC is willing so to do, all at the times, for the purposes and subject to the terms, provisions and conditions hereinafter set forth

I. WHEREAS, Borrower, GECC and Indemnitors have agreed to amend, revise and restructure the Loan and the Present Loan Documents in the manner and to the extent hereinafter set forth to take effect as at the Revision Date hereinafter referred to.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and for other good and valuable considerations in hand paid by each party hereto to the other, the receipt and sufficiency of all of which is hereby acknowledged the parties hereto hereby agree as follows:

## ARTICLE I

### GENERAL PROVISIONS

1.1 Preambles. The preambles hereto are incorporated herein by reference as being the understandings and agreements of the parties as fully and with the same force and effect as if each and every term, condition and provision of such preambles was specifically recited herein at length.

1.2 Definitions. For the purposes of this Second Amendment:

- (a) Terms defined in the Preambles hereto shall have the meanings so defined;
- (b) Terms defined in the Present Loan Agreement shall have the meanings so defined, unless otherwise defined herein;
- (c) Terms defined elsewhere in this Second Amendment shall have the meanings so defined.

1.3 Construction and Interpretation. The provisions of this Agreement shall be construed and interpreted in accordance with the following provisions:

- (a) Wherever in this Loan Modification Agreement it is provided that any Person may do or perform any act or thing, the word "may" shall be deemed permissive and not mandatory, and it shall be construed that such Person may, but shall not be obligated, to do and perform any such act or thing;
- (b) The phrase "at any time" shall be construed as meaning "at any time or from time to time";
- (c) The word "including" shall be construed as meaning "including, but not limited to";
- (d) The words "will" and "shall" shall each be construed as mandatory;
- (e) The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Loan Modification Agreement as a whole but not to any paragraph, section or subsection, unless the context specifically refers thereto;
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require; and
- (g) The captions to the sections of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## ARTICLE II

### AGREEMENTS

2.1 Disbursement to Date. The parties hereby agree that in conformity with the provisions of the Present Loan Documents, GECC has heretofore disbursed on account of the principal balance of the Loan the sum of \$51,291,905.47, leaving an undisbursed balance as of the date hereof of \$4,181.53 (herein called the "1999 Undisbursed Balance").

2.2 Present Balance. The parties hereto agree that as at August 1, 1999, giving effect to repayments made and interest capitalized as provided for in the Present Loan Documents, the outstanding balance of the Loan as of August 1, 1999 is \$48,041,477.96, allocated between the Notes as follows:

Note I balance -	\$35,928,351.03
Note II balance -	12,163,126.93

and except for the 1999 Undisbursed Balance and Re-Advances to be made pursuant to the provisions of Section 2.3 hereof, GECC has no obligation to make any further disbursements or redisbursements of any amount of the Loan.

2.3 Re-Advances. Subject to compliance by Borrower with all of the terms, provisions and conditions hereof, GECC hereby agrees to Re-Advance (herein called "Re-Advance") out of the amounts heretofore repaid upon the Loan, the sum of \$500,000.00 (herein called the "Re-Advance Amount"); provided that the Re-Advance or continued Re-Advance of the Re-Advance amount shall be subject to the following

terms, provisions and conditions:

- (a) The Effective Date hereof (as defined in Section 4.3 hereof) shall have occurred.
- (b) GECC shall have no obligation to make any Re-Advance at any time when Event of Default or Incipient Default shall have occurred and be continuing;
- (c) Re-Advances shall be made solely for the purposes for which advances of the Loan are to be made pursuant to the Present Loan Agreement as hereby amended;
- (d) Re-Advances shall be made in the same manner as advances of undisbursed portions of the Loan are provided to be made pursuant to the terms of the Present Loan Agreement as hereby amended.

2.4 Agreements of Borrower and Indemnitors. In consideration of the agreement of GECC to make Re-Advances in accordance with the provisions of Section 2.3 hereof, Borrower and Indemnitors each hereby covenant and agree as follows:

- (a) Re-Advances shall be deemed part of the outstanding principal balance of the Loan and secured by the Present Security Documents as hereby amended;
- (b) Re-Advances may be allocated to and evidenced by Note II; and
- (c) The Present Indemnitors Agreement shall remain in effect with respect to the Loan as he same may be increased by Re-Advances as fully and with he same effect as if the Present Indemnitors Agreements had specifically contemplated such Re-Advances.

### ARTICLE III

#### AMENDMENT OF PRESENT LOAN DOCUMENTS

3.1 Amendment of the Notes. Each of the Notes shall be and be deemed amended on the Revision Date by adding thereto a new Section denominated Section 45 thereof to read as follows:

"45. This Note has been modified and amended by a Second Loan Modification Agreement dated as of August 5, 1999 (herein called the "Second Amendment") among Borrower, GECC, Edward W. Ross and Trust created by the Jerrold Wexler Declaration of Trust dated October 15, 1990, which Second Amendment shall be deemed a Loan Documents; and wherever herein the Loan Documents or any thereof is referred to, such reference shall be deemed a reference to such Loan Documents as modified and amended by the Second Amendment."

3.2 Amendment of Present Security Documents. Each of the Present Security Documents shall be and be deemed amended on the Revision Date in the manner and to the extent necessary to give reference to the existence of this Second Amendment and to give effect to the terms and provisions of Article II hereof; provided that in the event that there shall be any conflict with any of the provisions of the Present Security



Documents and this Second Amendment, this Second Amendment shall govern.

3.3 Amendment of Present Indemnitors Agreement. Each of the Present Indemnitors Agreements shall be and be deemed amended on the Revision Date in the manner and to the extent necessary to give reference to the existence of this Second Amendment and to give effect to the terms and provisions of Article II hereof; provided that in the event that there shall be any conflict with any of the provisions of the Present Indemnitors Agreements and this Second Amendment, this Second Amendment shall govern.

#### ARTICLE IV

#### CONDITIONS

4.1 Recordation. Forthwith upon the execution and delivery hereof, Borrower shall cause this Second Amendment to be duly recorded in the public offices in which the Present Colorado Mortgage and Present Illinois Mortgage were recorded.

4.2 Conditions Precedent. Notwithstanding anything to the contrary herein contained, the agreements of GECC hereunder and the effectiveness of the amendments to the Present Loan Documents provided for herein are subject and conditioned upon the satisfaction of the following conditions (herein called "Conditions Precedent") on or before the Effective Date hereinafter described:

(a) This Second Amendment shall have been recorded as provided for in Section 4.1 hereof;

(b) The policies of title insurance (herein called the "Existing Policies") heretofore delivered to GECC insuring the lien of the Present Colorado Mortgage and the Present Illinois Mortgage, respectively, shall be each amended by endorsement (herein called the "Required Endorsement") delivered to GECC, which Required Endorsement shall:

(i) Insure as at a date on or after the date of recordation hereof that the lien of the Present Colorado Mortgage, as hereby amended, upon the Colorado Property and the lien of the Present Illinois Mortgage, as hereby amended, upon the Illinois Property is in each case a first, prior and paramount lien upon the respective properties subject only to matters shown in such Existing policies and the lien of current real estate taxes not yet due and payable upon such properties;

(ii) Continue as at the date of issuance of the Required Endorsements, all endorsements to the Existing Policies;

(iii) Show title to the Colorado Property and the Illinois Property, respectively, as vested in the Borrower;

(c) Borrower shall have furnished to GECC a favorable opinion of counsel as to the due authorization and execution and delivery of this Second Amendment and as to the legality, validity and binding effect of this Second Amendment and as to such other matters as GECC may reasonably require; and

(d) Borrower shall have paid all costs provided for in Section 5.1 hereof.

4.3 Effective Date and Revision Date. The date (herein called the "Effective Date") not later than September 1, 1999 (or such later date as GECC in its discretion may consent to) on which all Conditions Precedent shall have been satisfied (or waived by GECC) shall be the effective date hereof; and:

(a) Unless the Effective Date shall occur on or prior to the date specified above, the Revision Date (hereinafter referred to) shall not occur and this Modification Agreement shall, at GECC's election, be null and void for any purpose provided that GECC may execute and record an instrument which states that the Effective Date has occurred (specifying the same) or has not timely occurred, which instrument shall be binding on all parties; and

(b) If the Effective Date shall occur, the provisions hereof shall for all purposes be deemed retroactive to, and shall be applicable as if the Effective Date occurred on August 5, 1999 (herein called the "Revision Date").

4.4 Continued Priority. In the event that by virtue of any of the term, provisions and conditions of this Second Amendment, any lien on the Premises or securing the Loan otherwise junior in priority to the liens granted by the Present Loan Documents shall gain superiority over the lien created by the Present Loan Documents, this Second Amendment shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if this Second Amendment had never been executed, to the end that the priority of the instruments evidencing and securing the Present Loan shall not be impaired.

## ARTICLE V

### MISCELLANEOUS

5.1 Fees. Borrower shall pay all fees and expenses in connection with the preparation and recording of this instrument, including reasonable counsel fees of both Borrower and GECC and the Indemnitors; provided that such payment shall for all purposes of the Present Loan Documents as hereby amended be deemed "Operating Costs".

5.2 Waivers and Releases. In consideration of the execution and delivery hereof by GECC, Borrower and Indemnitors, each for themselves and for their respective heirs, administrators, successors and assigns and all persons claiming by, through or under them, or any of them, hereby release, acquit and discharge GECC and its officers, directors, agents and employees, and their respective heirs, administrators, successors and assigns (all herein called the "Released Parties") of and from any and all actions, causes of action, claims and liabilities, including, but not limited to, claims and actions arising by way of breach of contract, tort, or so-called "lender liability" in any way arising out of or in connection with the Loan or with any act, omission, agreement (or purported agreement) or other negotiation or transaction occurring prior to the date of execution and delivery hereof relating to the Loan or the Illinois Property or Colorado Property or the Present Loan Documents, or any of them; provided that nothing herein contained shall affect or impair the obligations and agreements of GECC hereunder or under the Present Loan Documents as hereby amended.

5.3 Ratification. Except to the extent modified and amended hereby, the Present Loan Documents are hereby approved, ratified and confirmed and are and shall remain in full force and effect, subject always to the provisions thereof limiting liability and recourse.

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

W.R. SOUTHFIELD ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: 

Edward W. Ross, General Partner

By: Trust Created by Jerrold Wexler Declaration of  
Trust dated October 15, 1990, General Partner

By: 

\* deceased  
\* Howard R. Koven, Trustee

By: 

Philip Rootberg, Trustee (sole surviving trustee)

Being all of its general partners

  
Edward W. Ross, Individually

TRUST CREATED BY JERROLD WEXLER  
DECLARATION OF TRUST DATED OCTOBER 15,  
1990

By: 

Howard R. Koven, Trustee

By: 

Philip Rootberg, Trustee

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: 



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

BEFORE ME, a Notary Public in and for the County and State aforesaid, personally appeared HOWARD R. KOVEN and PHILIP ROOTBERG, Trustees under Trust created by JERROLD WEXLER DECLARATION OF TRUST dated October 15, 1990 (the "Trust"), General Partner of the W.R. SOUTHFIELD ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership") and as Trustees of the Trust in its own behalf and acknowledged that they executed the within and foregoing instrument on behalf of the Trust as General Partner of the Partnership and on behalf of the Trust in its own right, for the use and purposes therein set forth.

Given under my hand and notarial seal this <sup>th</sup> 10 day of August, 1999,

  
Notary Public

My Commission Expires:



STATE OF ILLINOIS           )  
  ) SS  
COUNTY OF COOK           )

BEFORE ME, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD W. ROSS, individually and as General Partner of W.R. SOUTHFIELD ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), and acknowledged that he executed the within and foregoing instrument as his own act and agreement and as the act and agreement of the Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of August, 1999,

Patrice A. Alpert  
Notary Public

My Commission Expires:

5-11-01



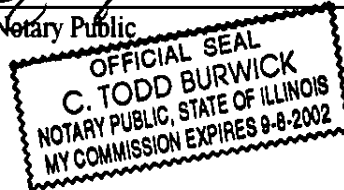
STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK        )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared this day, Julie Montz Mandanas, Authorized Signatory for GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, (the "Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory and acknowledged that he signed and delivered the within and foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Dated this 13 day of August, 1999.

My Commission Expires: \_\_\_\_\_

Notary Public



prepared by & mail TO:

Julie Montz Mandanas  
Jenner & Block  
ONE IBM PLAZA  
Chgo, IL. 60611-7602

Address: 1600 Golf Road  
Rolling Meadows, IL.

## EXHIBIT A-(ILLINOIS)

## PARCEL 1:

THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT 092384, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES, 17 MINUTES, 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES, 51 MINUTES, 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES, 15 MINUTES, 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES, 17 MINUTES, 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 03 SECONDS EAST, 137.0 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 57 SECONDS EAST, 159.65 FEET; THENCE SOUTH 50 DEGREES, 40 MINUTES, 22 SECONDS EAST, 149.69 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 57 SECONDS EAST, 19.37 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 03 SECONDS EAST, 227.47 FEET; TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES, 17 MINUTES, 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 853.38 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND CREATED BY AGREEMENT AND DECLARATION OF COVENANTS AND EASEMENT RECORDED AS DOCUMENT NUMBER 86214935 FOR INGRESS AND EGRESS, SUPPORT, UTILITY AND SERVICE EASEMENTS, PARKING AND ENCROACHMENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17.0 FEET OF SAID LOTS, AS MEASURED AT RIGHT ANGLES, AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, 271.97 FEET TO A POINT BEING 297.66 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 6 IN SAID 58-62 VENTURE SUBDIVISION; THENCE CONTINUOUSLY SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST A DISTANCE OF 20.03 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST, 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST A DISTANCE OF 297.37 FEET TO A POINT IN THE NORTHEASTERLY LINE OF LOT 4 IN SAID 58-62 VENTURE SUBDIVISION, SAID LINE BEING AN ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2814.79 FEET; THENCE NORTHWESTERLY ALONG SAID ARC FOR A DISTANCE OF 170.02 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THE NORTH 113.86 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT 4, OF THE EAST 214.73 FEET OF THE WEST 231.73 FEET, MEASURED AT

## EXHIBIT A-1 (P2)

RIGHT ANGLES. OF LOT 4 AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS. THE WEST LINE OF SAID LOT 4 IS DUE NORTH-SOUTH FOR THE FOLLOWING COURSES: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, 114 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 87 DEGREES 07 MINUTES EAST A DISTANCE OF 232.02 FEET; THENCE DUE SOUTH A DISTANCE OF 120 FEET; THENCE NORTH 87 DEGREES 07 MINUTES WEST A DISTANCE OF 232.02 FEET TO SAID WEST LINE OF LOT 4; THENCE DUE NORTH ON SAID LINE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.

(EXCEPTING THEREFROM:

THAT PART OF LOTS 2 AND 4 IN 53-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 31 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NUMBER 2109238, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET:

THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 137.0 FEET;  
THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 159.65 FEET;  
THENCE SOUTH 50 DEGREES 40 MINUTES 22 SECONDS EAST, 149.69 FEET;  
THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 19.37 FEET;  
THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 227.47 FEET; TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 853.38 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT AS CREATED IN AGREEMENT REGARDING EXTINGUISHMENT, RELEASE AND REGRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 56088 RECORDED APRIL 30, 1986 AS DOCUMENT 89170066, FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF CONSTRUCTING, OPERATING, USING, REPAIRING, REMOVING, REPLACING AND MAINTAINING A WATER LINE OR LINES AND A SANITARY SEWER AND APPURTENANCES AND FOR ACCESS THERETO FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, USING, MAINTAINING, REMOVING, REPLACING AND REPAIRING SAME, IN, UPON, ACROSS, OVER AND UNDER THAT PORTION OF PARCEL A AS DESCRIBED IN SAID EASEMENT AGREEMENT.

ALL OF THAT PORTION OF Lot 1, Block 2, SOUTHWEST COMMONS, A SUBDIVISION IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED AS SUBDIVISION NO. 2587 IN PLAT BOOK 30 AT PAGES 40 AND 41, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, 467.88 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 TO THE SOUTH RIGHT-OF-WAY LINE EXTENDED EASTERLY OF WEST CRESTLINE AVENUE AS DESCRIBED IN INSTRUMENT RECORDED APRIL 11, 1984 IN BOOK 3068 AT PAGE 652 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; THENCE SOUTH 89 DEGREES 31 MINUTES 20 SECONDS WEST, 283.11 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE EXTENDED EASTERLY AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST CRESTLINE AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 28 MINUTES 40 SECONDS EAST, 269.00 FEET;

THENCE NORTH 33 DEGREES 31 MINUTES 20 SECONDS EAST, 180.13 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 121 (S. CARR ST.);

THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 192.51 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY NO. 121;

THENCE SOUTH 89 DEGREES 31 MINUTES 20 SECONDS WEST, 178.01 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 00 DEGREES 28 MINUTES 40 SECONDS WEST;

THENCE SOUTH 00 DEGREES 28 MINUTES 40 SECONDS EAST, 206.78 FEET;

THENCE SOUTH 48 DEGREES 13 MINUTES 40 SECONDS EAST, 51.79 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, 136.99 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY NO. 121;

THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 30.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY NO. 121;



THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, 127.49 FEET  
TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 39.95 FEET ALONG THE ARC OF SAID CURVE TO  
A POINT TANGENT, SAID ARC HAVING A RADIUS OF 55.00 FEET, A  
CENTRAL ANGLE OF 41 DEGREES 37 MINUTES 02 SECONDS AND BEING  
SUBTENDED BY A CHORD THAT BEARS NORTH 69 DEGREES 02 MINUTES 11  
SECONDS WEST, 39.08 FEET;

THENCE NORTH 48 DEGREES 13 MINUTES 40 SECONDS WEST, 6.85 FEET  
TO A POINT OF CURVE TO THE LEFT;

THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF SAID CURVE TO A  
POINT TANGENT, SAID ARC HAVING A RADIUS OF 25.00 FEET, A  
CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND BEING  
SUBTENDED BY A CHORD THAT BEARS SOUTH 86 DEGREES 46 MINUTES 20  
SECONDS WEST, 39.36 FEET;

THENCE SOUTH 41 DEGREES 46 MINUTES 20 SECONDS WEST, 112.00  
FEET;

THENCE SOUTH 48 DEGREES 13 MINUTES 40 SECONDS EAST, 227.15  
FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 20 SECONDS EAST 89.00 FEET  
TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE  
HIGHWAY NO. 121;

THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 136.72 FEET  
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE  
HIGHWAY NO. 121;

THENCE SOUTH 11 DEGREES 09 MINUTES 09 SECONDS EAST, 36.73 FEET  
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE  
HIGHWAY NO. 121 TO THE NORTH LINE OF THAT TRACT OF LAND  
CONVEYED TO THE CITY AND COUNTY OF DENVER AS DESCRIBED IN DEED  
RECORDED OCTOBER 12, 1931 IN BOOK 2465 AT PAGE 609 (AT PAGE  
610) OF THE RECORDS OF THE CITY AND COUNTY OF DENVER, STATE OF  
COLORADO;

THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, 63.20 FEET  
ALONG THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID  
BOOK 2465, PAGE 609 (AT PAGE 610) TO THE NORTHWEST CORNER  
THEREOF;

THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 41.73 FEET  
ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID  
BOOK 2465, PAGE 609 (AT PAGE 610) TO THE SOUTHWEST CORNER  
THEREOF;

RECEIVED IN BAD CONDITION

THENCE SOUTH 46 DEGREES 57 MINUTES 07 SECONDS EAST, 92.82 FEET  
ALONG THE SOUTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED  
IN SAID BOOK 2465, PAGE 609 (AT PAGE 610) TO THE NORTHWEST  
CORNER OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 2465,  
PAGE 609 (AT PAGE 612);

THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 60.09 FEET  
ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID  
BOOK 2465, PAGE 609 (AT PAGE 612) TO THE NORTHERLY RIGHT-OF-WAY  
LINE OF WEST CROSS DRIVE AS SHOWN ON THE PLAT OF SAID SOUTHWEST  
COMMONS AND TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, 78.54 FEET ALONG THE NORTHERLY  
RIGHT-OF-WAY LINE OF SAID WEST CROSS DRIVE AND ALONG THE ARC OF  
SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF  
50.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00  
SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45  
DEGREES 09 MINUTES 18 SECONDS WEST, 70.71 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, 59.94 FEET  
ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST CROSS DRIVE  
TO A POINT OF CURVE TO THE LEFT;

THENCE WESTERLY, 216.04 FEET ALONG THE NORTHERLY RIGHT-OF-WAY  
LINE OF SAID WEST CROSS DRIVE AND ALONG THE ARC OF SAID CURVE  
TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 2727.02 FEET, A  
CENTRAL ANGLE OF 4 DEGREES 32 MINUTES 21 SECONDS AND BEING  
SUBTENDED BY A CHORD THAT BEARS NORTH 87 DEGREES 34 MINUTES 32  
SECONDS WEST, 215.99 FEET;

THENCE NORTH 85 DEGREES 18 MINUTES 21 SECONDS WEST, 216.34 FEET  
ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST CROSS  
DRIVE;

THENCE SOUTH 86 DEGREES 36 MINUTES 00 SECONDS WEST, 121.18 FEET  
ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST CROSS DRIVE  
TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST CROSS DRIVE AS SHOWN  
ON THE PLAT OF SOUTHWEST PLAZA REGIONAL SHOPPING CENTER FILING  
NO. 1 RECORDED IN PLAT BOOK 28 AT PAGES 56 AND 57 OF THE  
RECORDS OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO;

THENCE WESTERLY 203.40 FEET ALONG THE NORTHERLY RIGHT-OF-WAY  
LINE OF SAID WEST CROSS DRIVE AND ALONG THE ARC OF A CURVE  
CONCAVE TO THE SOUTH TO A POINT TANGENT, SAID ARC HAVING A  
RADIUS OF 3491.47 FEET, A CENTRAL ANGLE OF 3 DEGREES 20 MINUTES  
16 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88  
DEGREES 56 MINUTES 33 SECONDS WEST, 203.37 FEET;

THENCE SOUTH 89 DEGREES 03 MINUTES 14 SECONDS WEST, 548.92 FEET  
ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST CROSS DRIVE

RECEIVED IN BAD CONDITION

THENCE NORTHWESTERLY, 23.60 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ESTES STREET AND ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 08 MINUTES 06 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45 DEGREES 32 MINUTES 43 SECONDS WEST, 21.24 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 40 SECONDS WEST, 544.79 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ESTES STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, 157.08 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ESTES STREET AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST BERRY AVENUE IN SAID SOUTHWEST COMMONS AND ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44 DEGREES 31 MINUTES 20 SECONDS EAST, 141.42 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 20 SECONDS EAST, 480.58 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST BERRY AVENUE TO POINT OF CURVE TO THE LEFT;

THENCE NORTHEASTERLY, 250.93 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST BERRY AVENUE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH DOVER STREET IN SAID SOUTHWEST COMMONS AND ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES 39 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44 DEGREES 36 MINUTES 31 SECONDS EAST, 225.93 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 19 SECONDS WEST, 390.84 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH DOVER STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, 156.78 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH DOVER STREET AND ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST CRESTLINE AVENUE, SAID ARC HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES 39 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44 DEGREES 36 MINUTES 31 SECONDS EAST, 141.21 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 20 SECONDS EAST, 429.30 FEET

RECEIVED IN BAD CONDITION

ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST CRESTLINE AVENUE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE EASEMENT RIGHTS AS CONTAINED IN MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED MARCH 24, 1987 UNDER RECEPTION NO. 108252

AND TOGETHER WITH THE EASEMENT RIGHTS AS CONTAINED IN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 22, 1987 UNDER RECEPTION NO. 136135, FIRST MODIFICATION THERETO RECORDED JANUARY 22, 1990 UNDER RECEPTION NO. 06225.

AND TOGETHER WITH ALL RIGHTS AND BENEFITS WHICH ARE RESERVED AND ACCRUE TO THE BENEFIT OF THE OWNER OF THE INSURED PARCEL PURSUANT TO THOSE CERTAIN SPECIAL WARRANTY DEEDS WHICH WERE RECORDED SEPTEMBER 11, 1987 UNDER RECEPTION NO. 183216 AND AUGUST 26, 1988 AS DOCUMENT NO. R88-0303853.