

UNOFFICIAL COPY

00414187

0828/0067 20 001 Page 1 of 13  
2000-06-07 12:08:02  
Cook County Recorder 47.00

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN

TO: CTIC

# 7784557 (ZC)

Scott H. Kenig

Katz Randall Weinberg & Richmond

333 West Wacker Drive

Suite 1800

Chicago, Illinois 60606

(312) 807-3800

JVH



00414187

**AGREEMENT AND FIRST MODIFICATION OF CONSTRUCTION  
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FINANCING STATEMENT AND RELATED LOAN DOCUMENTS**

13  
1 Sub

This Agreement and First Modification of Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement and Related Loan Documents (the "Agreement") is made this 26th day of May, 2000 by and among **GRAND PREMIER TRUST AND INVESTMENT, INC., N.A.**, ("Grand Premier") as Trustee under Trust No. 7003921 dated April 21, 1999; **MELROSE LAKE, L.L.C.**, an Illinois limited liability company ("Beneficiary"); (Grand Premier and Beneficiary are hereinafter collectively referred to as "Borrower"); **MARTIN G. TUOHY** ("Tuohy"); **LYLE PETERSEN** ("Petersen") and **OLD KENT BANK**, a national banking association as successor to **GRAND NATIONAL BANK** ("Lender").

**RECITALS:**

A. On April 30, 1999, the Borrowers executed that certain Construction Mortgage Note in the original principal amount of Five Million Three Hundred Sixty Thousand and No/100 Dollars (\$5,360,000.00) (the "Note") which is payable to the order of and delivered to the Lender pursuant to the terms and conditions of that certain Construction Loan Agreement (the "Construction Loan Agreement") of even date with the Note.

B. The Note is secured by, among other things, that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement (the "Cook County Mortgage") and Assignment of Leases and Rents ("Assignment of Leases and Rents") each of even date with the Note executed by Grand Premier and Beneficiary. The Cook County Mortgage and Assignment of Leases and Rents were each recorded on June 10, 1999 in the Cook County Recorder's office as Document Nos. 99450967 and 99450968, respectively and encumber the real property described in Exhibit A attached hereto and incorporated herein (the "Cook County Property").

C. The Note was also secured by, among other things, that certain Junior Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement (the "Lake County Mortgage") of even date with the Note executed by Grand National Bank as Trustee under Trust Agreement dated June 7, 1996 and known as Trust No. 795-3618 and Beneficiary. The Lake County Mortgage was recorded on May 6, 1999 in the

BOX 333-CTI

Lake County Recorder's office as Document No. 4350017 and encumbered the real property commonly known as 18600 West Grand Avenue, Gurnee, Illinois (the "Lake County Property").

D. The Note is further secured by a collateral assignment of the beneficial interest in Trust No. 7003921 pursuant to that certain Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust of even date with the Note.

E. The Note is also guaranteed by Petersen and Tuohy pursuant to that certain Guaranty of even date with the Note.

F. The Note is also secured by the Beneficiaries' pledge of a security interest in all of its business assets to Lender as evidenced by those certain UCC-1 Financing Statements filed with the Secretary of State of Illinois on April 3, 2000 as Document Nos. 4183683 and 4183684 (the "Financing Statements").

G. In February, 2000, Grand Premier sold the Lake County Property and the Lender released the Lake County Mortgage.

H. On April 30, 2000, the Note matured and the Borrower requested that the Lender refinance the Note, advance additional proceeds in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) and adjust the interest rate all in accordance with the terms and conditions contained in that certain loan commitment between Beneficiary and Lender dated April 8, 2000 (the "Loan Commitment") and the Lender has agreed to do so subject to the terms and conditions contained herein.

I. On May 26, 2000, the Borrowers executed that certain Mortgage Note in the original principal amount of Five Million Eight Hundred Sixty Thousand and No/100 Dollars (\$5,860,000.00) (the "Mortgage Note") which is payable to the order of and delivered to the Lender pursuant to the terms and conditions of that certain Letter Loan Agreement (the "Loan Agreement") of even date with the Note. The proceeds of the Mortgage Note are being used to pay off the outstanding balance under the Note and outstanding balances due and owing to subcontractors who provided services and materials in connection with the rehabilitation of the Cook County Property.

J. The Mortgage Note remains secured by the Cook County Mortgage and Assignment of Leases and Rents as modified herein and is further secured by a collateral assignment of the beneficial interest in Trust No. 7003921 pursuant to that certain Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust of even date with the Mortgage Note (the "Collateral ABI").

K. The Mortgage Note is also guaranteed by Petersen and Tuohy pursuant to that certain Guaranty of even date with the Mortgage Note.

# UNOFFICIAL COPY

00414187

L. The Mortgage Note, Loan Agreement, Cook County Mortgage, Assignment of Leases and Rents, Collateral ABI, Guaranty, Loan Commitment, Financing Statements and any other document executed in connection with the Loan Agreement, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto, are sometimes hereinafter collectively referred to as the "Loan Documents."

**NOW THEREFORE**, in consideration of the premises, terms, conditions and promises contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation**. The recitals to this Agreement are fully incorporated herein by this reference and shall have the same force and effect as though restated herein.

2. **Modification of the Cook County Mortgage**. The Cook County Mortgage is hereby modified as follows:

(a) All references to "Grand National Bank" as the Lender in the Cook County Mortgage are hereby deleted and replaced with "Old Kent Bank as successor to Grand National Bank."

(b) All references to "Richard N. Scalzo" for purposes of notice to the Lender in the Cook County Mortgage are hereby deleted and replaced with "Randolph Webster."

(c) The first "WHEREAS" contained in the RECITALS is deleted in its entirety and replaced with the following:

**WHEREAS**, pursuant to that certain Loan Agreement dated May 26, 2000 between Borrower, among others, and Lender (the "**Loan Agreement**"), Borrower has executed and delivered to Lender that certain Mortgage Note dated May 26, 2000 wherein Borrower promises to pay to the order of Lender the principal amount of Five Million Eight Hundred Sixty Thousand and No/100 Dollars (\$5,860,000.00) in repayment of the Loan (as defined in the Loan Agreement) from Lender in like amount, together with interest thereon at the rate and as otherwise set forth in the Note, which Note is due and payable on or before June 1, 2005; and

(d) In all other respects the Cook County Mortgage shall remain in full force and effect as amended.

3. **Modification of the Assignment of Leases and Rents**. The Assignment of Leases and Rents is hereby modified as follows:

# UNOFFICIAL COPY

00414187

(a) All references to "Grand National Bank" as the Lender in the Assignment of Leases and Rents are hereby deleted and replaced with "Old Kent Bank as successor to Grand National Bank."

(b) The first "WHEREAS" contained in the WITNESSETH is deleted in its entirety and replaced with the following:

WHEREAS, the Trust, among others, has executed and delivered to the Lender a Mortgage Note dated May 26, 2000, in the principal amount of FIVE MILLION EIGHT HUNDRED SIXTY THOUSAND AND NO/100 (\$5,860,000.00) DOLLARS (hereinafter called the "Note"); and

(c) Paragraph 9 of the Assignment of Leases and Rents concerning notices to the Lender is amended by deleting the reference to "Richard N. Scalzo" and replacing with "Randolph Webster."

(d) In all other respects the Assignment of Leases and Rents shall remain in full force and effect as amended.

4. **General Representations and Warranties.** Borrower, Tuohy and Petersen hereby represent and warrant that: (i) the Loan Documents are fully enforceable in accordance with their terms; (ii) the Loan Documents constitute legal, valid and binding obligations of the Borrower, Tuohy and Petersen, as the case may be, and (iii) the liens and security interests granted under the Loan Documents are duly perfected in accordance with applicable law.

5. **Reaffirmation and Ratification of Guaranty.** Tuohy and Petersen (collectively, the "Guarantors") hereby consent to this Agreement and to the execution and delivery by Borrower to Lender of this Agreement. Guarantors hereby ratify and confirm their respective liabilities and obligations under the Guaranty, Loan Agreement, Mortgage Note, Cook County Mortgage, Assignment of Leases and Rents and any other loan documents, all as amended by this Agreement. Guarantors further acknowledge that they have no defenses, claims or set-offs to the enforcement by Lender of the liabilities and obligations of Guarantors under the Guaranty and Loan Agreement.

6. **Reaffirmation and Ratification by Borrower.** Borrower hereby ratifies, confirms and adopts its liabilities and obligations under the Loan Agreement, Mortgage Note, Cook County Mortgage, Assignment of Leases and Rents and any other loan documents, all as amended by this Agreement, and the liens and security interests created thereby and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower under the Loan Agreement, Mortgage Note, Cook County Mortgage, Assignment of Leases and Rents and any other loan documents all as amended by this Agreement.

7. **Fees.** Borrower and Guarantors agree to pay or reimburse Lender for all costs and expenses of seeking advice in regard to negotiating, documenting, enforcing or preserving Lender's rights under the Mortgage Note, this Agreement or any document or instrument executed in connection herewith or therewith (including, without limitation, attorneys' fees). All of such costs and expenses shall be included in the Mortgage Note as additional principal due and owing Lender and shall be secured by the Loan Documents and Guaranty until paid.

8. **Further Assurances.** Borrower and Guarantors will, on request of Lender, from time to time, execute and deliver such documents as may be necessary to perfect and maintain perfected as a valid first lien on the Cook County Property, the lien granted to Lender pursuant to the Cook County Mortgage and to fully consummate the transactions and to effect the purposes contemplated by this Agreement.

9. **Time is of the Essence.** Time is of the essence of the essence of the payment of all amounts due pursuant to the terms of this Agreement and performance and observation by Borrower and Guarantors of each covenant, agreement, provision and term of this Agreement.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11. **Construction.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that the Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrower, Guarantors and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Agreement.

12. **Gender.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine, and neuter genders, and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

13. **Entire Agreement.** Borrower, Guarantors and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement and the documents executed in connection herewith, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrower, Guarantors and Lender.

14. **Successors and Assigns.** Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Borrower, Guarantors and Lender and their respective successors, assigns, grantees, heirs, executors, personal representatives, and administrators.

15. **Ratification.** The Borrower and Guarantors represent to Lender that there is no other ownership interest, lien, or other interest now outstanding against the Cook County Property and that the lien of the Lender has been, is, and remains as the only lien on the Cook County Property.

16. **Consent to Forbearance.** The Borrower and Guarantors acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with the same, that the terms and provisions contained herein are clearly understood and have been fully and unconditionally consented to by them, and that the Borrower and Guarantors have had full benefit and advice of counsel of their or its own selection, or the opportunity to obtain the benefit and advice of counsel of their or its own selection, in regard to understanding the terms, meaning, and effect of this Agreement, and that the Borrower and Guarantors have full power and authority to enter into this Agreement and this Agreement has been entered into by the Borrower and Guarantors freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, the Borrower and Guarantors are relying on no other representations, either written or oral, express or implied, made to the Borrower and Guarantors by any other party hereto, and that the consideration received by the Borrower and Guarantor hereunder has been actual and adequate.

17. **Release.** As additional consideration for Lender's agreement to refinance the Note, advance additional proceeds and adjust the interest rate, the Borrower and Guarantors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever which the Borrower and Guarantors may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Loan Documents, this Agreement, and any document related thereto, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date of this Agreement.

18. **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

19. **Definition of Terms.** All capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents.

20. **Notices.** Any notice that Lender or the Borrower and Guarantors may desire or be required to give to the other shall be in writing and shall be mailed to the intended recipient thereof at its address set forth in the Loan Agreement and shall be deemed to have been delivered

two (2) business days after mailing by United States registered or certified mail, return receipt requested.

21. **Enforceability.** If any provision of this Agreement is held invalid or unenforceable as to any party, the remainder of this Agreement shall not be affected thereby, the provisions of this Agreement being severable in any such instance. This Agreement shall be deemed to specifically amend the Cook County Mortgage and Assignment of Leases and Rents as aforesaid and made a part thereof. If there are any discrepancies between the Cook County Mortgage and Assignment of Leases and Rents in their original form and the terms of this Agreement, the terms of this Agreement shall control.

22. **No Impairment.** Nothing contained herein shall be deemed to or shall in any manner prejudice or impair, or act as a release or relinquishment of, any lien, security interest or assignment granted to and/or held by the Lender in connection with the Loan Documents. Except as otherwise expressly provided herein, the execution hereof by the Lender does not, and shall not be deemed to, constitute a waiver, limitation or modification of any of the Lender's rights or remedies under the Loan Documents, or applicable law, all of which the Lender hereby expressly reserves, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Documents.

25. **Trustee's Exculpation.** This Agreement is executed by Grand Premier Trust and Investment, Inc., N.A., not personally but as Trustee under the aforesaid Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Bank personally to pay the Mortgage Note or any interest that may accrue thereon or any other indebtedness accruing hereunder, or to perform any other covenant contained herein, whether express or implied. Lender and every person now or hereafter claiming any right or security hereunder shall look solely to the rights and property conveyed herein for the payment of said indebtedness by the enforcement of the lien hereby created and in the manner provided herein and in the Mortgage Note described herein, or by action against any other security given to secure the payment of said Mortgage Note or by action to enforce the personal liability of the Guarantors of said Mortgage Note, if any.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

# UNOFFICIAL COPY

00414187

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

## LENDER:

Old Kent Bank, a national banking association as successor to Grand National Bank

By: 

Randolph Webster

Its: Vice President

## BORROWERS:

Grand Premier Trust and Investment, Inc., N.A. as Trustee under Trust Agreement dated April 21, 1999 and Known as Trust No. 7003921

By: 

Its: Trust Officer

Matrose Lake, L.L.C., an Illinois limited liability company

By: 

Martin G. Tuohy

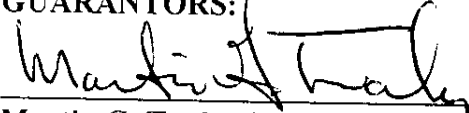
Its: Member

By: 

Lyle Petersen

Its: Member

## GUARANTORS:

  
Martin G. Tuohy, individually

  
Lyle Petersen, individually



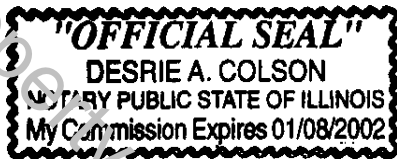
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

00414187

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Randolph Webster, vice president of Grand National Bank, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity as senior vice president of Grand National Bank, as his free and voluntary act, and as the free and voluntary act of Grand National Bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.



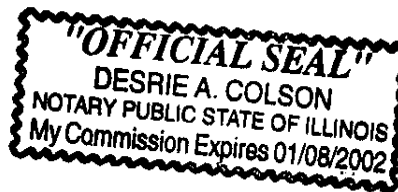
Desrie A. Colson  
Notary Public  
Commission expires 1-8-02

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin Grimes, as Trust Officer of Grand Premier Trust and Investment, Inc., N.A., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument in her capacity as Trust Officer of Grand Premier Trust and Investment, Inc., N.A., as her free and voluntary act, and as the free and voluntary act of Grand Premier Trust and Investment, Inc., N.A., for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

Desrie A. Colson  
Notary Public  
Commission expires 1-8-02

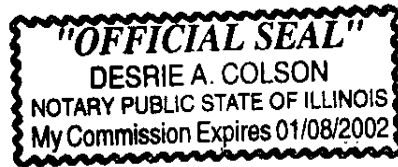


COUNTY OF LAKE )  
) SS  
)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Martin G. Tuohy, as a member of Melrose Lake, L.L.C. personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity as a member of Melrose Lake, L.L.C., as his free and voluntary act, and as the free and voluntary act of Melrose Lake, L.L.C. for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

*Desrie A. Colson*  
\_\_\_\_\_  
Notary Public  
Commission expires 1.8.02

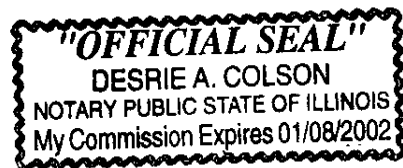


STATE OF ILLINOIS )  
) SS  
COUNTY OF LAKE )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lyle Petersen, as a member of Melrose Lake, L.L.C. personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity as a member of Melrose Lake, L.L.C., as his free and voluntary act, and as the free and voluntary act of Melrose Lake, L.L.C. for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

*Desrie A. Colson*  
\_\_\_\_\_  
Notary Public  
Commission expires 1.8.02



STATE OF ILLINOIS

UNOFFICIAL COPY

00414187

COUNTY OF LAKE

) SS

)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Martin G. Tuohy, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

*Desrie A. Colson*

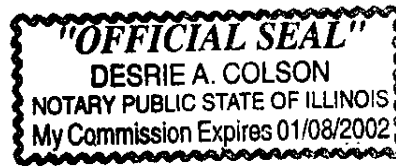
Notary Public

Commission expires 1-8-02

STATE OF ILLINOIS

COUNTY OF LAKE

)  
) SS  
)



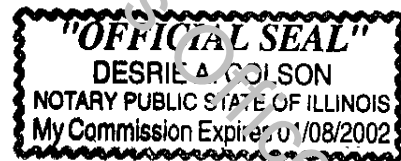
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lyle Petersen, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of May, 2000.

*Desrie A. Colson*

Notary Public

Commission expires 1-8-02



# UNOFFICIAL COPY

EXHIBIT A

00414187

## LEGAL DESCRIPTION

PARCEL 1:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID WEST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF) THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 402.96 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 259.0 FEET THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 268.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.92 FEET TO THE NORTH LINE OF LAKE STREET AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LAKE STREET AFORESAID 279.88 FEET TO THE PLACE OF BEGINNING:

ALSO,

PARCEL 2A:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE BEING A SUBDIVISION OF THAT PART OF THE EAST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LOTS 192 TO 201 BOTH INCLUSIVE AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT, THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID LOT 201, AND SAID LINE EXTENDED NORTH FOR A DISTANCE OF 200 FEET TO A POINT AND THENCE NORTHWESTERLY ON A LINE WHICH IS PARALLEL WITH SAID SOUTHERLY LINE OF LOTS 192 TO 201, AND SAID LINE EXTENDED AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE, THENCE SOUTH ON THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING:

ALSO,

PARCEL 2B:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 4,

TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET AND DESCRIBED AS FOLLOWS:

**UNOFFICIAL COPY**

**00414187**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 201 EXTENDED NORTHWESTERLY A DISTANCE OF 33.93 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF SAID EAST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 4, THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 201 AND SAID LINE EXTENDED FOR A DISTANCE OF 33.93 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE WHICH IS 200 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 201, THENCE SOUTH ALONG THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. NOS.: 15-04-404-015-0000  
15-04-409-032-0000

COMMON ADDRESS: 2701 West Lake Street, Melrose Park, Illinois 60161