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Cook County Recorder 73.00

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PREPARED BY AND  
PLEASE RETURN TO:  
Robert J. Krull  
100 W. Monroe St., #1500  
Chicago, Illinois 60603



0020484855

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ADDRESS: 165 West Lake Street, Northlake, Illinois and  
11130 King Street, Franklin Park, Illinois

P.I.N.: 15-06-216-019; and 12-20-300-025 and 12-20-300-030, respectively

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**JUNIOR REAL ESTATE MORTGAGE -  
JUNIOR ASSIGNMENT OF RENTS AND LEASES -  
SECURITY AGREEMENT - UCC-2 FINANCING STATEMENT**

This instrument (hereinafter the "Mortgage") dated April 17, 2002, is a (i) Junior Real Estate Mortgage, (ii) Junior Assignment of Rents and Leases ("Assignment"), (iii) Security Agreement ("Security Agreement") under the Uniform Commercial Code of Illinois ("Code"), and (iv) UCC-2 Financing Statement.

**PARTIES**

A. The name and address of Mortgagor, who is the Mortgagor of the Mortgage, Assignor under the Assignment, Debtor under the Security Agreement and the Code and Grantor under the Security Agreement, is: LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor merger to The First National Bank of Highland Park), as Trustee under (i) Trust Agreement dated October 3, 1985 and known as Trust No. 3949, and (ii) Trust Agreement dated December 6, 1984 and known as Trust No. 3814, Attn: Land Trust Department, Rm. 2500, 135 S. LaSalle Street, Chicago, Illinois 60603; and Weimarc, L.L.C., an Illinois limited liability company, 770 N. Halsted Street, Suite 205, Chicago, Illinois 60622, as their interests may appear jointly and severally.

B. The Lender, who is the Mortgagee of the Mortgage, the Assignee under the Assignment and the Secured Party under the Security Agreement and the Code, is: The PrivateBank and Trust Company, 10 N. Dearborn Street, Suite 900, Chicago, Illinois 60602, Attn: Loan Operations.

**BOX 333-CT1**

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## GRANT - UNDERTAKINGS

A. Mortgagor, to secure the payment of (i) a Promissory Note in the amount of \$5,870,000 dated of even date herewith made by Javo-Mex I, L.L.C. ("Javo-Mex") bearing interest at a variable rate and maturing on May 1, 2003 ("Note") and any extensions and modifications thereto, (ii) the obligations pursuant to a Guaranty of even date, and (iii) to secure the undertakings and performance set forth in any and all other documents or instruments regulating, evidencing, securing or guarantying the undertakings of Javo-Mex (collectively "Loan Documents"), all of which undertakings and promises are hereafter collectively referred to as the "Indebtedness"), hereby (i) grants, warrants and mortgages to Lender the real estate ("Real Estate") described on Exhibit A hereto, (ii) assigns to Lender all of the rents, income and leases from and on the Real Estate, and (iii) grants Lender a security interest under the provisions of the Code in and to all tangible and intangible personal property ("Personal Property"), wherever located, used in connection with the operation of the Real Estate and owned by Mortgagor. The Real Estate and Personal Property are sometimes hereafter collectively called the "Property."

B. Included with the Real Estate are all improvements presently existing and hereafter constructed on the Real Estate, all fixtures and Personal Property of every nature now or hereafter owned by Mortgagor and used or intended to be used in connection with the Real Estate and the improvements on the Real Estate, all betterments, renewals, substitutions, replacements, easements, rights of way, streets, alleys, rights, titles, interests, tenements, appurtenances, reversions, remainders, rents, issues, profits and income whatever in any way belonging, relating or pertaining to the Real Estate.

C. The Personal Property includes, with no limitation, air conditioners, antennae, kitchen appliances, awnings, plumbing fixtures, cabinets, carpets, coolers, blinds, drapes, disposers, elevators, motors, engines, equipment, escalators, fans, floor coverings, heaters, humidifiers, lighting equipment, machinery, recreational facilities and equipment, security systems and equipment, shades, sprinklers, washers, dryers, renewals and replacements thereof and substitution therefor or in addition thereto; funds and collateral deposited with Lender pursuant hereto, judgments, awards of damages and settlements from condemnation proceeds or the taking of any part of the Property, proceeds of policies of insurance maintained with respect to the Property, proceeds of any option or contract to sell any part of the Property; security deposits, accounts receivable including current and delinquent rents, and all other income from the Property. Mortgagor hereby appoints Lender, at its option, and assigns to Lender the right to adjust, compromise, collect and receive any and all of the foregoing and to apply monies so received in the manner permitted under the provisions of the Note and this instrument.

D. Mortgagor hereby waives any and all rights under and by virtue of the homestead exemption laws of the State of Illinois, and to the fullest extent permitted by law, waives any and all rights to redeem from foreclosure and/or judgment sales.

## FURTHER AGREEMENTS:

1. *Payment and Performance.* Mortgagor agrees to pay and perform the Indebtedness when due.

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2. *Maintenance, Repair, Compliance with Law, Use, etc.* Mortgagor shall promptly repair replace or restore any portion of the Property which may become damaged unless the applicable insurance proceeds (if any) are not made available to Mortgagor; keep the Property in good condition and free from waste; pay all operating costs, including, without limitation, general real estate taxes, special assessments, insurance premiums and any other costs the non-payment of which may result in a lien against the Property; complete with all due diligence any improvements at any time in the process of erection upon the Property; comply with all requirements of law relating to, and cause the Property to be managed in a competent and professional manner. Mortgagor shall not, without prior written consent of Lender, cause or permit any material alterations to or change any intended use or occupancy of the Property, consent to any zoning reclassification, permit a nuisance to exist on the Property; or grant any easements, license, covenants, conditions or declarations restricting the use of the Property.

3. *Lien.*

3.1. *Prohibition.* Mortgagor shall not, except as permitted by Lender, create or permit any encumbrance to attach to or be filed against the Property, excepting only the lien of real estate taxes and assessments not due and encumbrances of Lender.

3.2. *Contest of Mechanic's Liens Claims.* Mortgagor may in good faith and with diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge during the pendency of such contest, provided:

3.2.1. Such contest shall prevent the sale or forfeiture of the Property or any part thereof, or any interest therein;

3.2.2. Within 5 days after being notified of the assertion of such lien, Mortgagor shall notify Lender in writing and shall advise Lender if Mortgagor intends to so contest; and

3.2.3. Mortgagor shall obtain a title insurance endorsement insuring Lender against loss, or Mortgagor shall deposit with Lender a sum of money which shall be sufficient in the judgment of Lender to pay in full such lien and interest which might become due thereon. Mortgagor shall increase the deposits whenever, in the judgment of Lender, increase is advisable. The deposits are to be held without any allowance of interest.

Lender may pay such deposits to the Mechanic's Lien claimant if Mortgagor (i) fails to maintain sufficient deposits; or (ii) fails to act in good faith; or (iii) if a lien contest is resolved in favor of the claimant. Lender shall return unexpended deposits to Mortgagor upon receipt of evidence satisfactory to Lender of release of such liens.

4. *Taxes.*

4.1. *Payment.* Mortgagor shall pay and discharge when due, all taxes, assessments and charges ("Taxes") levied or assessed against the Property, and shall furnish receipts therefor on or before the due date.

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4.2 *Contest.* Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Taxes, provided that:

4.2.1. Such contest shall prevent the collection and the sale or forfeiture of the Property;

4.2.2. Mortgagor shall have notified Lender of Mortgagor's intention to so contest before such Taxes are increased by interest, penalty or cost; and

4.2.3. Mortgagor shall have deposited with Lender money or security acceptable to Lender that together with the monies or other security deposited pursuant to Paragraph 8 hereof, is sufficient, in Lender's judgment, to pay in full such Taxes, including interest, penalties and costs, and shall increase such deposit whenever Lender deems such an increase advisable.

4.2.4. If Mortgagor fails to prosecute such contest with diligence or to so maintain sufficient funds on deposit, Lender may, at its option, liquidate any securities deposited with Lender, and apply the deposits in payment of or on account of Taxes. If the amount of the deposits is insufficient for the payment in full, Mortgagor shall, upon demand, deposit with Lender a sum that will restore such deposit to an amount satisfactory to Lender. Provided that Mortgagor is not then in default hereunder, Lender shall, after final disposition of such contest and upon Mortgagor's written request and delivery to Lender of an official bill for Taxes, apply the money so deposited in payment of Taxes.

5. *Change in Tax Laws.* If any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this instrument, Mortgagor agrees to pay such tax. If any law, statute, rule, regulation, order or court decree, now or hereafter, has the effect of imposing upon Lender the payment of any taxes required to be paid by Mortgagor, or changing the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Lender in the Property, or the manner of collection of taxes, so as to affect this instrument, the Indebtedness of Lender, Mortgagor shall pay such taxes or reimburse Lender therefor. However, if in Lender's judgment such payment or reimbursement by Mortgagor is unlawful, the Indebtedness shall be due within thirty days after written demand by Lender to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Lender, excepting only such which may be levied against the income of Lender as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

6. *Insurance Coverage.* Mortgagor will insure the Property against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

6.1. While construction work is in place or in progress on the Real Estate, Builder's Risk Insurance on an "all risks" basis for one hundred percent (100%) of the insurable value of all construction work in place or in progress, insuring the Property, including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage, "X," "C" and "U" coverage, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement;

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6.2. Employer's Liability Insurance;

6.3. Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all of the Property and bearing a replacement cost agreed amount endorsement;

6.4. Comprehensive public liability against death, bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000);

6.5. Rental or business interruption insurance in amounts sufficient to pay, for a period of up to one year, all amounts required to be paid by Mortgagor pursuant to the Note and this instrument;

6.6. Steam boiler, machinery and pressurized vessel insurance (if applicable to the Property); and

6.7. Flood insurance, if the real estate is in, or is designated to be in, or is hereafter designated to be in a flood hazard area; and

6.8. The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

7. *Insurance Policies.* All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Lender. All Insurance Policies shall include and provide, when available, non-contributing Lender endorsements in favor of and with loss payable to Lender, include waiver of subrogation endorsements, provide that the coverage shall not be terminated or materially modified without thirty days' advance written notice to Lender and provide that no claims shall be paid thereunder without ten days' advance written notice to Lender. Mortgagor will deliver all Insurance Policies, premium prepaid, to Lender and will deliver renewal or replacement policies at least thirty days prior to the date of expiration of any policy. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this instrument and if approved by Lender, be presented to Lender in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

8. *Deposits for Taxes and Insurance Premiums.* In order to assure the payment of Taxes and insurance policy premiums ("Premiums") when due:

8.1. Mortgagor shall deposit with Lender on the first day of each month, an amount equal to one-twelfth of the Taxes and Premiums ("Deposits") as estimated by Lender, to become due between one and thirteen months after the date of such deposit; provided that in the case of the first such deposit, Mortgagor shall deposit in addition an amount which, when added to the aggregate amount of Deposits to become due within thirteen months after such first deposit, will provide a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due. Mortgagor shall promptly make additional Deposits as Lender may from time to time require due to (i) failure of Lender to require,

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or failure of Mortgagor to make Deposits in previous months, (ii) underestimation, or (iii) application of the Deposits pursuant to Paragraph 8.3 hereof. Additionally, upon the execution hereof, Mortgagor shall deposit with Lender the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. Lender shall hold all Deposits without allowance for interest thereon.

8.2. Lender will, out of the Deposits, upon the presentation to Lender by Mortgagor of the bills therefor, pay the Taxes and Premiums or reimburse Mortgagor for such payments made by Mortgagor. If the Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when due, Mortgagor shall forthwith pay the amount necessary to make up the deficiency.

8.3. Upon a Default under this Instrument Lender may, at its option, apply any Deposits to the Indebtedness, in such order and manner as Lender may elect. When the Indebtedness has been fully paid, any remaining Deposits shall be paid to Mortgagor. All Deposits are hereby pledged as additional security for the Indebtedness and shall be held by Lender irrevocably to be applied for the purposes for which made as herein provide, and shall not be subject to the direction or control of Mortgagor.

8.4. Lender shall not be liable for any failure to apply Deposits unless Mortgagor, while no Default exists hereunder, shall have (i) requested Lender in writing to make application of such Deposits to the payment of the Taxes or Premiums and (ii) presented Lender with bills for such Taxes or Premiums.

8.5. No provision of this instrument shall be construed as creating in any other party any rights in and to the Deposits or any rights to have the Deposits applied to payment of Taxes and Premiums. Lender shall have no obligation or duty to any third party to collect or apply Deposits.

9. *Proceeds of Insurance.* Mortgagor will give Lender prompt notice of any loss or damage to the Property.

9.1. In case of loss or damage covered by Insurance Policies, Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or the decree creditor) may (i) settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Lender; provided that in either case Lender is hereby authorized to collect and receipt for any insurance proceeds. Reasonable expenses incurred by Lender in the adjustment and collection of insurance proceeds shall be additional Indebtedness and shall be reimbursed to Lender upon demand or may be deducted by Lender from insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses to Lender alone, and not to Lender and Mortgagor jointly.

9.2. Subject to the rights of any senior mortgagor, Lender, in its sole discretion, may elect to apply the proceeds of Insurance Policies (i) to reduce the Indebtedness; or (ii) to reimburse Mortgagor for the cost of restoring or repairing the Property in accordance with the provisions of Paragraph 10 hereof. In the event Lender applies the proceeds of Insurance Policies to the Indebtedness

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and such proceeds do not discharge that Indebtedness in full, Lender may declare the entire Indebtedness immediately due and payable.

9.3. If the insurance proceeds are made available to Mortgagor, Mortgagor shall restore or repair the Property to be of at least equal value, and of substantially the same character, in accordance with plans, specifications and procedures approved in advance by Lender, and Mortgagor shall pay all costs of such restoring or repairing.

10. *Disbursement of Insurance Proceeds.* Insurance proceeds held by Lender for restoration or repairing of the Property shall be disbursed upon Lender being furnished with (i) evidence satisfactory to it of the cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and evidences of cost, payment and performance as Lender may require. No payment made prior to the final completion shall exceed (a) ninety percent (90%) prior to substantial completion and (b) ninety-five percent (95%) after substantial completion, of the value of the work performed from time to time, as such value shall be determined by Lender. Funds other than insurance proceeds shall be disbursed prior to disbursement of such proceeds. At all times the undisbursed balance remaining in the hands of Lender, to pay the cost of such repair or restoration, shall be sufficient in the judgment of Lender to pay the entire unpaid cost of the restoration or repair, free of all liens or claims for lien. Any surplus remaining shall be paid to Mortgagor, provided Mortgagor is not in default hereunder. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Lender.

11. *Condemnation and Eminent Domain.* Subject to the rights of any senior mortgagor, all awards ("Awards") made by any lawful authority for the taking, by condemnation or eminent domain of all or any part of the Property are hereby assigned by Mortgagor to Lender. Lender may collect the Awards from the condemnation authorities and may give appropriate acquittances therefor. Mortgagor shall immediately notify Lender of actual or threatened commencement of such proceedings affecting any part of the Property, and shall deliver to Lender copies of all papers served in connection therewith. Mortgagor shall execute and deliver to Lender, upon request, free of encumbrance, any additional assignments and instruments requested by Lender for the purpose of assigning the Awards to Lender. After deducting all of its reasonable expenses incurred in the collection and administration of the Award, including attorneys' fees, Lender shall apply the net proceeds toward repayment of such portion of the Indebtedness as it deems appropriate. If any portion of or interest in the Property is so taken and the remaining portion of the Property is not, in the judgment of Lender, a complete economic unit having equivalent value to the Property as it existed prior to the taking, then Lender may declare the entire Indebtedness immediately due. In the event of any partial taking of the Property which, in the judgment of Lender, leaves the Property as a complete economic unit having equivalent value to the Property as it existed prior to the taking, and provided Mortgagor is not in default hereunder, the Award shall be applied to reimburse Mortgagor for the cost of restoration and rebuilding the Property in accordance with plans, specifications and procedures approved by Lender, and such Award shall be disbursed in the same manner as provided above for the application of insurance proceeds. Any surplus after payment of such costs shall be applied on account of the Indebtedness. If the Award is not applied for such restoration costs, the Award shall be applied against the Indebtedness, in such order or manner as Lender shall elect.

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12. *Assignment of Rents, Leases and Profits.* To further secure the Indebtedness, Mortgagor hereby assigns to Lender all of the rents, leases and income now or hereafter due under any leases or licenses now or hereafter in effect for any part of the Property, it being the intention hereby to establish an absolute transfer and assignment of all such leases, rents and income thereunder, to Lender. Mortgagor hereby irrevocably authorizes and appoints Lender its attorney-in-fact (being a power coupled with an interest and not revokable without the written consent of Lender) with or without taking possession of or instituting foreclosure proceedings against the Property, to collect all rents and income due with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession pursuant to the provisions of Paragraph 18 hereof. Mortgagor represents that no rent has been or will be paid by any person in possession of any portion of the Property for more than one month in advance and that the payment of none of the rents or income for any portion of the Property has been or will be waived, reduced or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set-off against any person in possession of any portion of the Property. Mortgagor agrees that it will not assign any of the rents, income or profits of the Property, except with written consent of Lender. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender. Mortgagor expressly waives all liability of Lender in the exercise of the powers herein granted Lender, excluding any liability arising from Lender's gross negligence or wilful misconduct. This assignment includes all future leases upon any part of the Property. Mortgagor shall execute and deliver, at the request of Lender, all such further assurances and assignments in the Property as Lender shall from time to time reasonably require. Although the assignment contained in this paragraph is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until a Default (hereafter defined) shall exist under this instrument. Within ten days of Lender's written demand, Mortgagor will furnish Lender with executed copies of each of the leases or other documents related to income, and with estoppel letters from each tenant in a form satisfactory to Lender. If Lender requires that Mortgagor execute and record a separate collateral assignment of rents or separate assignments of any of the leases to Lender, the terms of those assignments shall control in the event of a conflict with the terms of this instrument.

13. *Observance of Lease Assignment.* Mortgagor agrees that if Mortgagor shall terminate (or do anything which would permit termination) or modify any leases in a manner that could have an adverse effect on Lender without Lender's prior written consent, the same shall constitute a Default and, at the option of Lender, the Indebtedness shall become due as in the case of other Defaults.

14. *Security Agreement.* Mortgagor and Lender agree that this instrument is a Security Agreement within the meaning of the Code of which Mortgagor is Debtor and Lender is Secured Party, as those terms are used in the Code with respect to (i) the Deposits; (ii) all sums at any time on deposit in Mortgagor's accounts for the benefit of Lender or held by the Lender for Mortgagor (whether deposited by or on behalf of the Mortgagor or anyone else); and (iii) the Personal Property elsewhere described in this instrument, which Personal Property is not deemed to be affixed to the Property so as to constitute a "fixture" (within the meaning of the Code), and all replacements of, substitutions for, additions to, and the proceeds thereof, as to all of which a security interest is hereby granted to Lender, and all of Mortgagor's right, title and interest therein are hereby assigned to Lender.



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14.1. Mortgagor warrants that Mortgagor is and will be the true and lawful owner of the Personal Property, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Lender and no other party, and liens and encumbrances, if any, expressly permitted. Mortgagor further represents and warrants that:

14.1.1. The said Personal Property is to be used by Mortgagor solely for business purposes.

14.1.2. The said Personal Property will be kept at the Real Estate, and, except as hereafter permitted, will not be removed therefrom without the consent of Lender. The Property may be affixed to the Real Estate but shall not be affixed to any other real estate.

14.1.3. Mortgagor, senior mortgagor and Lender are the only holders of any interests in the Personal Property.

14.1.4. No Financing Statement (other than Financing Statements showing Lender and senior mortgagor as the sole secured party) covering any of the Personal Property or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Personal Property as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Lender; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender to be desirable.

14.2. Upon Default hereunder, Lender shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Personal Property or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Personal Property or any part thereof may be situated and remove the same therefrom (provided that if the Personal Property is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Personal Property for sale, until disposed of, or may propose to retain the Personal Property subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Lender may render the Personal Property unusable without removal and may dispose of the Personal Property. Lender may require Mortgagor to assemble the Personal Property and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Mortgagor at least twenty days' notice of the time and place of any public sale of the Personal Property, or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty days before the time of the sale or disposition. Lender may buy at any public sale. Lender may buy at private sale if the Personal Property is of a type customarily sold in a recognized market or

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is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with or separate from any foreclosure sale of the Real Estate. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorney's fees and legal expenses incurred by Lender, shall be applied against the Indebtedness in such order or manner as Lender shall select. Lender will account to Mortgagor for any surplus realized on such disposition.

14.3. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases (including rents and accounts arising therefrom) between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

14.4. The recording of this instrument shall constitute the filing and recording of a UCC-2 Financing Statement as to all Personal Property which may be constituted fixtures under the provisions of the Code.

15. *Restrictions on Transfer.* Mortgagor shall not, without the prior written consent of Lender, effect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance, alienation or agreement to do any of the foregoing of any of the Property, excepting only sales or other dispositions of Personal Property no longer useful in connection with the operation of the Real Estate, provided that prior to the sale or disposition thereof the same has been replaced by Personal Property having equal value and utility which is subject to the lien hereof with the same priority as with respect to the Personal Property disposed of. Included in such prohibition are the following:

15.1. All or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a trustee;

15.2. Any shares of capital stock of a corporate Mortgagor, of a corporation which is a beneficiary of a trustee Mortgagor, of a corporation which is a general partner in a partnership Mortgagor, of a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or of a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System);

15.3. All or any part of the partnership or joint venture interest of a partnership Mortgagor or a partnership beneficiary of a trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Property, or part thereof, or interest therein, or any beneficiary interests, or shares of stock or partnership or joint venture interests, as the case may be,

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by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

15.4. Except as expressly contemplated hereby, until the Loan shall have been paid in full, Mortgagor shall not, without the prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Project or any part of an interest therein, or attempt to do any of the foregoing without Lender's prior written consent shall constitute a "Prohibited Transfer."

16. *Defaults.* If one or more of the following events (herein called "Defaults") shall occur:

16.1. Any failure to pay the Indebtedness or such portion of it as may be due, by acceleration or otherwise;

16.2. Any other failure to make payments of amounts owed under the Note or this instrument within 15 days after written notice from Lender;

16.3. Any Default shall be continuing under any of the Note, Mortgage or any other Loan Document beyond any applicable grace or cure period;

16.4. The occurrence of a transfer prohibited in Article 15 hereof;

16.5. If default shall occur in the punctual performance or observance of any other agreement or condition herein contained which continues after 30 days written notice from Lender;

16.6.: For the purpose of this Section 16.6, Mortgagor shall mean Mortgagor and any guarantor.

16.6.1. Mortgagor shall file a voluntary petition in bankruptcy or for relief under the Federal Bankruptcy Act or any similar state or federal law;

16.6.2. Mortgagor shall file a pleading in any proceeding admitting insolvency;

16.6.3. Within sixty days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

16.6.4. A substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty days;

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16.6.5. Mortgagor shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its personal property, or the Property;

16.6.6. Any order appointing a receiver, trustee or liquidator of Mortgagor or all or a major part of Mortgagor's personal property or the Property is not vacated within thirty days following the entry thereof;

16.6.7. Any warranty, representation, financial statement or other information made, given or furnished to Lender by or on behalf of Mortgagor or any Guarantor shall be, or shall prove to have been, false or misleading in any material respect when made, given or furnished, or shall become false or misleading in any material respect while any part of the Indebtedness remains unpaid; or

then Lender may, at its option, without further notice, and without affecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, declare, without further notice, all Indebtedness immediately due with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagor, and Lender may immediately proceed to foreclose this instrument and to exercise any right provided by this instrument, the Note or otherwise, including, without limitation, foreclosure proceedings under the Code, foreclosure proceedings under the Mortgage, collection of rents as assignee of rents without the institution of foreclosure proceedings or taking possession of the Property, nor any other manner of perfection.

17. *Lender's Costs and Expenses.* Mortgagor shall be responsible for and agrees to pay all of Lender's reasonable document preparation and related attorney's fees, appraisal fees, inspection fees, collateral evaluation fees, fees of counsel employed for advice or other representation with respect to the collateral, this instrument and the Indebtedness, all of which reasonable costs and expenses shall be part of the Indebtedness payable by Mortgagor to Lender on demand. When Indebtedness shall become due or performance shall be required hereunder, by acceleration or otherwise, Lender shall have the right to exercise any remedy of Lender provided in the Note, this instrument, or which Lender may have at law, at equity or otherwise. There shall be allowed and included as additional Indebtedness in the decree of sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring title searches and examinations, title insurance policies, amounts advanced or incurred by Lender in payment of insurance premiums, taxes, preparation of space for new tenants under the provisions of leases entered into by Lender, and any other reasonable expenses and expenditures which may be paid or incurred by or on behalf of Lender. All such reasonable expenditures and expenses of the nature mentioned in this Paragraph, and such other reasonable expenses and fees as may be incurred in the protection of the Property and rents and income therefrom and the maintenance of the lien of this instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this instrument, the Note or the Property including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness

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and shall be immediately due and payable by Mortgagor, with interest thereof at the Default Rate until paid.

18. *Right of Possession.* In the event of the institution of foreclosure proceedings, Lender shall be entitled to, and Mortgagor irrevocably agrees that Lender may be placed in possession of the Property as Mortgagee-in-Possession pursuant to court order thereupon, and may:

18.1.1. hold, operate, manage, and control the Property and conduct the business thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Lender may deem necessary to enforce the payment or security of the rents issues, deposits, profits, and avails of the Property;

18.1.2. cancel or terminate any Lease or sublease of all or any part of the Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

18.1.3. elect to disaffirm any Lease or sublease of all or any part of the Property made subsequent to this instrument without Mortgagor's prior written consent;

18.1.4. extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the term of such appointment as Mortgagee-in-Possession and beyond the maturity date of the Note and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Property are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

18.1.5. make repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Property; to insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

18.1.6. apply the net income, after allowing a reasonable fee for the collection thereof and for the management to the payment of interest and principal on the Note, Taxes, Premiums and other costs and expenses in such order and manner as Lender shall select.

19. *Receiver.* Following the filing of a complaint to foreclose this instrument, the court may appoint upon petition of Lender a receiver of the Property. Lender hereunder or any employee or agent thereof may be appointed as such receiver.

20. *Foreclosure Sale.* Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, all items which under the terms hereof constitute Indebtedness additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and Second, to

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principal and interest remaining unpaid on the Note in such order as Lender shall elect; and lastly any surplus to Mortgagor.

21. *Waiver of Right of Redemption and other Rights.* To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner take advantage of any stay, reinstatement right, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property; nor after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and homestead on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor. Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. Mortgagor acknowledges that the Property does not constitute agricultural real estate. Mortgagor hereby stipulates to the lifting of any stay order entered, automatically or otherwise, in any bankruptcy which has the effect of preventing Lender from enforcing its rights hereunder.

22. *Lender's Performance of Mortgagor's Obligations.* In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof Lender may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any manner deemed expedient to Lender. Lender may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Property and pay operating costs, including management fees, of every kind in connection therewith, so that the Property shall be useable for the intended purposes. All such reasonable monies paid and expenses incurred, including attorneys' fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the Default Rate specified in the Note. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Lender of its rights hereunder prevent any default from constituting a Default. Lender, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Property or the rental, operation or management thereof or the payment of operating costs, may do so in such amounts and to such persons as Lender may deem appropriate. Nothing contained herein shall be construed to require Lender to advance monies for any purpose.

23. *Rights Cumulative.* Each right herein conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender. Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise

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specifically required herein, Lender is not required to give notice of its exercise of any right given to it by this instrument.

24. *Successors and Assigns.* This instrument and each provision hereof shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note. Nothing herein shall be deemed to permit an assignment or other transfer by Mortgagor.

25. *Effect of Extensions and Amendments.* If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security or any guaranties thereof be released, all persons now or at any time liable therefor, or interested in the Property shall be held to assent thereto and their liability, and the lien and security interest, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Lender, notwithstanding any such extension, variation or release. Anyone taking a junior mortgage, or other lien upon the Property or any part thereof or any interest therein, shall take the said lien subject to the rights of Lender to amend, modify, increase the amount of, extend or release the Note, this instrument or any other document or instrument evidencing, securing or guarantying the Indebtedness, in each case without obtaining the consent of the holder of such junior lien and without the lien of this instrument losing its priority.

26. *Environmental Matters.* Mortgagor represents that it is currently in compliance with, and covenants and agrees that it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Property in compliance with all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances and other materials (including, without limitation, raw materials, products, supplies or wastes). Mortgagor further covenants and agrees that it shall not install or permit to be installed in the Property hazardous or toxic materials in violation of federal, state or local laws, rules, regulations or orders respecting such material. Mortgagor shall remove from the Property and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagor and any third party with respect to hazardous or toxic materials. Mortgagor, during the term of the Loan, shall send to Lender within five days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to Lender (at Mortgagor's sole cost), and hold Lender harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys' fees and costs incurred by Lender) arising out of any claimed violation by Mortgagor of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the Indebtedness, but shall not apply to any violation caused by Lender or committed after Lender takes title to or possession of the Property.

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27. *Future Advances.* At all times, regardless of whether any Loan proceeds have been disbursed, this instrument secures as part of the Indebtedness the payment of all Loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness, protection advances by Lender such as, without limitation, payment of delinquent real estate taxes, insurance premiums, repairs and maintenance, leasing commissions, management fees and any advances pursuant to any Loan Document, all in accordance with the Note and this instrument. Mortgagor acknowledges that if Lender has bound itself to make future advances, all such future advances shall be a lien from the time this instrument is recorded.

28. *Subrogation.* If any part of the Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Property or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

29. *Option to Subordinate.* At the option of Lender, this instrument shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Property upon the execution by Lender and recording thereof, of a unilateral declaration to that effect.

30. *Governing Law.* As regards real estate matters, this instrument shall be construed and enforced under the laws of the State of Illinois. As regards all other issues, this instrument shall be construed and enforced according to the laws of the State of Illinois without reference to the conflicts of law principles of that State.

31. *Business Loan.* Mortgagor represents that the proceeds of the Note will be used for business purposes only and the principal obligations secured hereby constitute a business loan or loans.

32. *Inspection of Premises and Records.* Mortgagor shall keep full and correct books and records showing in detail the income and expenses of the Premises. Lender and its agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times.

33. *Financial Statements.* Weimarc, L.L.C. will, within ninety days after the end of its fiscal year, furnish to Lender copies of its most recent tax returns and financial and operating statements of the Weimarc, L.L.C. for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all prepared on a cash basis consistently applied. A detailed statement of income and expenditures from the operation of the Property on a cash basis, consistently applied, and certified to Lender by a member of Weimarc, L.L.C. shall be furnished by Weimarc, L.L.C. for each calendar quarter within 45 days of the end of each calendar quarter.

34. *No Joint Ventures.* The relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this instrument or any other of the Loan Documents.



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35. *Time of the Essence.* Time is of the essence of the Note and this instrument, and in the performance of each and every aspect of the Indebtedness.

36. *Captions and Pronouns.* The captions and headings of the various sections of this Instrument are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

37. *Severability.* If all or any portion of any provision of this instrument or any other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

38. *Notices.* Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth above, or (iii) on the third business day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid, addressed to a party at its address set forth herein, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Lender by this instrument is not required to be given.

39. *Jury Waiver.* Borrower and Lender, for their mutual benefit, each hereby waive the right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this instrument or the Indebtedness.

40. *Remedies.* Lender may pursue any and all remedies under the Note, this Mortgage, and any or all of the Loan Documents, concurrently or successively, notwithstanding any rule requiring election of remedies, by operation of law or otherwise.

41. *Consent to Jurisdiction.* BORROWER AND LENDER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER AND LENDER HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER AND LENDER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT EACH MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER AND LENDER IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH PARTY AT ITS ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF THE OTHER PARTY. BORROWER AND LENDER AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY

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BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AND LENDER AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST THE OTHER PARTY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED.

42. *Exculpation.* This instrument is executed by LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company (successor by merger to The First National Bank of Highland Park), not individually or personally, but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustees, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustees personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustees, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

(SIGNATURE PAGE FOLLOWS)

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has caused this instrument to be duly signed, sealed and delivered the day and year first above written.

**Mortgagor:**

LaSalle Bank National Association, as  
Successor Trustee to American National Bank  
and Trust Company of Chicago (successor by  
merger to The First National Bank of  
Highland Park), as Trustee under Trust  
Agreement dated October 3, 1985 and known  
as Trust No. 3949

By: \_\_\_\_\_  
Its \_\_\_\_\_

LaSalle Bank National Association, as  
Successor Trustee to American National Bank  
and Trust Company of Chicago (successor by  
merger to The First National Bank of  
Highland Park), as Trustee under Trust  
Agreement dated December 6, 1984 and  
known as Trust No. 3814

By: \_\_\_\_\_  
Its \_\_\_\_\_

WEIMARC, L.L.C., an Illinois limited  
liability company

By:   
Its MEMBER

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower has caused this instrument to be duly signed, sealed and delivered the day and year first above written.

Mortgagor: LaSalle Bank National Association, excuipatory rider attached hereto and made a part hereof.

LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated ~~and not personally~~ October 3, 1985 and known as Trust No. 3949

By: *Primo Alexander*  
Its **TRUST OFFICER**

LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated ~~and not personally~~ December 6, 1984 and known as Trust No. 3814

By: *Primo Alexander*  
Its **TRUST OFFICER**

WBIMARC, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_  
Its \_\_\_\_\_

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LASALLE BANK NATIONAL ASSOCIATION  
LAND TRUST DEPARTMENT  
RIDER

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR  
MORTGAGE DATED 4/18/02 UNDER TRUST NUMBER 3814

This Mortgage or Trust Deed in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust Number 3814, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that ~~SPRING ALEXANDER~~, a ~~TRUST OFFICER~~ of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust No. 3949 as aforesaid, 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 S he signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on April 18, 2002.

*Denys Hernandez*  
Notary Public  
**OFFICIAL SEAL**  
DENYS HERNANDEZ  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 10/17/2004

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that ~~SPRING ALEXANDER~~, a ~~TRUST OFFICER~~ of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust No. 3814 as aforesaid, 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 S he signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on April 18, 2002.

*Denys Hernandez*  
Notary Public  
**OFFICIAL SEAL**  
DENYS HERNANDEZ  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 10/17/2004

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ of Weimarc, L.L.C., an Illinois limited liability company, 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 signed and delivered said instrument as h\_\_\_\_\_ own free and voluntary act and for the free and voluntary act of said L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

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# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust No. 3949 as aforesaid, 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 signed and delivered the said instrument as h\_\_\_ own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust No. 3814 as aforesaid, 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 signed and delivered the said instrument as h\_\_\_ own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

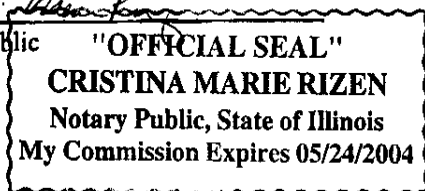
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAUL WEINER, a MEMBER of Weimarc, L.L.C., an Illinois limited liability company, 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 signed and delivered said instrument as his own free and voluntary act and for the free and voluntary act of said L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17<sup>th</sup> day of April, 2002.

Cristina Marie Rizen  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF LAKE STREET WHICH IS 7.87 FEET SOUTHEASTERLY (MEASURED ON SAID CENTER LINE) FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 9 IN H. O. STONE NORTHLAKE ADDITION. ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 10697148, (WHICH POINT OF COMMENCEMENT IS 1967.75 FEET, MORE OR LESS, MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6); THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID CENTER LINE, A DISTANCE OF 33 FEET TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET AND WHICH POINT IS ALSO IN THE NORTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY (BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 17131404); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 726.58 FEET TO A POINT X; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, 30.16 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 60 DEGREES 49 MINUTES AS MEASURED CLOCKWISE FROM SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 930.06 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1232.85 FEET, A DISTANCE OF 1356.91 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET, WHICH IS ALSO 100.00 FEET EASTERLY, AS MEASURED PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S MOST EASTERLY MAIN TRACT; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 485.63 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LAKE STREET (SAID SOUTHERLY LINE OF LAKE STREET PASSING THROUGH THE HEREINABOVE DESCRIBED POINT X AND FORMING AN ANGLE OF 171 DEGREES 34 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE), A DISTANCE OF 880.59 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY BY DEED RECORDED AS DOCUMENT 17131404; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A DISTANCE OF 793.21 FEET TO THE POINT OF INTERSECTION WITH IS THE SOUTHEASTERLY EXTENSION OF THE CURVE LINE HEREINABOVE DESCRIBED; THENCE NORTHWESTERLY ALONG SAID EXTENDED CURVED LINE, 304.593 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING. TOGETHER WITH, AS PART OF THE TRACT, THE SOUTHWESTERLY 1/2 OF LAKE STREET LYING NORTHEASTERLY OF THE ABOVE DESCRIBED PREMISES, EXCEPTING FROM ALL OF THE TRACT HEREINABOVE DESCRIBED THAT PART THEREOF LYING NORTHWESTERLY OF A STRAIGHT LINE DRAWN THROUGH POINT "X" ABOVE DESIGNATED FROM THE CENTER LINE OF LAKE STREET TO THE SOUTHWESTERLY CURVED LINE OF SAID TRACT PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF LAKE STREET; EXCEPT THE FOLLOWING:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X"; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04

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## LEGAL DESCRIPTION, Cont'd,

MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 98 DEGREES 55 MINUTES 50 SECONDS AS MEASURED CLOCK WISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, ILLINOIS.

AND

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X"; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04 MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 177 DEGREES 22 MINUTES 55 SECONDS AS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 141.86 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 92 DEGREES 37 MINUTES 05 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTER LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 240.50 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X", THENCE SOUTHWESTERLY ALONG THE WESTERLY PROPERTY LINE OF THE GRANTOR A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04 MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 98 DEGREES 55 MINUTES 50 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING.

ALL OF THE ABOVE IN COOK COUNTY, ILLINOIS.

P.I.N. PARCEL ONE: 15-06-216-019      Volume 156

Commonly known as: 165 W. Lake Street, Northlake, Illinois

(Parcel One Trust No. 3949)

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 2:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT NO. 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 23 MINUTES 10 SECONDS, MEASURED IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST QUARTER) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST QUARTER AT A POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, (SAID LINE BEING THE EASTERLY LINE OF THE NORTHERLY AND SOUTHERLY PORTION OF A STREET KNOWN AS WOLF ROAD) FOR A DISTANCE OF 50.46 FEET; TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 50 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT: THENCE NORTH-NORTHWESTERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE 370.00 FEET; THENCE EAST-NORTHEASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT 128.07 FEET; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 368.26 FEET FOR A DISTANCE OF 120.38 FEET TO ITS POINT OF INTERSECTION WITH A LINE 439.50 FEET NORTHWESTERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE WEST-SOUTHWESTERLY IN SAID LAST DESCRIBED PARALLEL LINE 446.81 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF WOLF ROAD; THENCE SOUTHERLY IN THE EASTERLY LINE OF SAID WOLF ROAD, 393.09 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE 50 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT, THENCE EASTERLY IN SAID LAST DESCRIBED PARALLEL LINE 490.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3: THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT NO. 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, MORE OR LESS NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH WEST QUARTER; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 23 MINUTES 10 SECONDS MEASURED IN THE NORTH EAST QUADRANT, WITH THE WEST LINE OF SAID SOUTH WEST QUARTER) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTH WEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH WEST 1/4 FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 50 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT: THENCE NORTHERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE 370.00 FEET, THENCE EASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT 357.0 FEET; THENCE WESTERLY IN A LINE WHICH FORMS AN ANGLE OF 9 DEGREES 27 MINUTES 44 SECONDS, MEASURED IN THE SOUTHWEST QUADRANT WITH THE LAST DESCRIBED LINE FOR A DISTANCE OF 121.66 FEET TO ITS POINT OF INTERSECTION WITH A LINE 20 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE LAST DESCRIBED PARALLEL LINE; THENCE WESTERLY IN SAID PARALLEL LINE 30.0 FEET TO ITS POINT OF INTERSECTION WITH A LINE 207.0 FEET EASTERLY OF AND PARALLEL WITH THE ABOVE DESCRIBED RIGHT ANGLE LINE; THENCE SOUTHERLY IN SAID LAST DESCRIBED PARALLEL LINE, 350.0 FEET TO ITS POINT

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LEGAL DESCRIPTION, Cont'd.

OF INTERSECTION WITH THE ABOVE DESCRIBED LINE 50 FEET NORTHERLY OF AND PARALLEL WITH THE SAID TOLL HIGHWAY TRACT; THENCE WESTERLY IN SAID PARALLEL LINE 207.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

P.I.N. Parcels Two and Three: 12-20-300-025 and 12-20-300-030

Commonly known as (Parcels Two and Three): 11130 King Street, Franklin Park, Illinois

(Parcels Two and Three - Trust No. 3814)

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