



0021433412

Sidney G. Saltz
Barnes & Thornburg
10 South LaSalle Street
Suite 2600
Chicago, Illinois 60603

Address of Property:
910-1090 West 164th Street
LaGrange, Illinois

Permanent Identification Number
18-20-200-083 through 089

SECOND LOAN MODIFICATION AND EXTENSION AGREEMENT

This Second Loan Modification and Extension Agreement ("Second Modification") is made December 16, 2002 ("Effective Date") among Southern Farm Bureau Life Insurance Company, a Mississippi corporation ("Lender"), Founders Bank (formerly known as Worth Bank & Trust Company), an Illinois banking corporation, not personally but solely as Trustee of a certain Trust Agreement dated May 19, 1977 and known as Trust No. 2314 ("Trust"), Matt Pauga and Inga Pauga (together "Original Beneficiary") and Brittany Court Limited Partnership, an Illinois Limited Partnership ("New Beneficiary").

RECITALS

A. By Assignment of Debt Obligation and Security recorded in the Recorder of Deeds of Cook County, Illinois, as Document No. R96-856846, Lender is the legal owner and holder of Promissory Note dated August 12, 1994 ("Note"), executed and delivered by Trust and Original Beneficiary in favor of Lender in the original principal amount of \$2,100,000 ("Original Principal Amount").

B. The Note is secured by Mortgage and Security Agreement of even date with the Note, executed by Trust and Original Beneficiary, mortgaging the land and improvements legally described on Exhibit A attached hereto ("Land and Improvements"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number R94-753531 ("Mortgage") and other documents ("Other Loan Documents") executed by Trust and Original Beneficiary to evidence and secure the Original Principal Amount (Mortgage and Other Loan Documents collectively "Security Documents" and Land and Improvements and all other interests encumbered by the Security Documents are collectively referred to as the "Property").

BOX 333-CT

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C. By a First Loan Modification and Assumption Agreement, dated May 1, 1998 ("First Modification"), and recorded as Document No. 98-886549, Lender consented to the transfer of the beneficial interest in the Trust ("Beneficial Interest") from Original Beneficiary to New Beneficiary and the assumption by New Beneficiary of the obligations of Original Beneficiary pursuant to the terms and provisions of Note and Security Documents (collectively "Existing Loan Papers"). Lender consented thereto upon the terms and conditions specified in a certain letter dated December 19, 1997, issued by Lender and addressed to Original Beneficiary.

D. As of the Effective Date, the principal balance of the Original Principal Amount is the amount specified in Section 7 of this Second Modification.

E. New Beneficiary has requested that Lender increase the loan amount to \$2,220,000 and extend the term of the loan for 20 years from the disbursal of the additional loan amount pursuant to this Second Modification ("Disbursal Date").

In consideration of the mutual covenants in this Second Modification, IT IS HEREBY AGREED AS FOLLOWS:

1. The loan amount shall be increased to \$2,220,000.
2. Commencing on the Disbursal Date and continuing until maturity of the loan (whether by acceleration of the maturity date upon default or otherwise), the principal sum outstanding shall bear interest at the rate of six and one-eighth percent (6.125%) per annum.
3. Borrower shall pay two hundred thirty-nine (239) equal, consecutive payments of Sixteen Thousand Sixty-Five and 28/100 Dollars (\$16,965.28) covering principal and accrued and unpaid interest, which shall be due and payable monthly, in arrears, on or before the first day of each calendar month for the preceding calendar month or portion thereof, commencing with the first payment due February 1, 2003 and continuing thereafter until maturity under this Second Modification on January 1, 2023 ("Maturity Date").
4. The two hundred fortieth (240th) and final payment shall be in the amount equal to the entire outstanding principal balance, together with all accrued and unpaid interest and any other unpaid sums under this Second Modification or Existing Loan Papers.
5. Section 3.5 of the Note, shall be amended to read as follows: "During the first (1st) loan year after the Disbursal Date, the loan may be prepaid in full only at 103.5% of the unpaid principal balance of the Note at the time of prepayment. Thereafter, the premium is to decline ½% per annum to 101% of the unpaid principal balance of the Note at the time of prepayment. At the time of any prepayment, there shall be paid all accrued and unpaid interest and any other sums which may be due and payable pursuant to the terms of this Note. It shall be a condition of any such prepayment that Lender be given sixty (60) days prior written notice of any such prepayment. No partial prepayments shall be permitted. This provision shall, at Lender's election, be applicable whether the prepayment is the result of Borrower's default or otherwise. In the event this provision conflicts with applicable state law regarding prepayment, this provision shall be modified to comply with existing state law. Notwithstanding the foregoing, this provision shall not be applicable (a) to a prepayment resulting from Lender's retention of any insur-

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ance proceeds or condemnation awards pursuant to the terms of the Mortgage, or (b) to a prepayment made in full during the ninety (90) day period immediately preceding the Maturity Date.”

6. WARRANTIES AND REPRESENTATIONS. New Beneficiary represents and warrants as follows (collectively “Warranties and Representations”):

a. The execution and delivery of this Second Modification and other documents in connection therewith (collectively, the “Second Modification Documents”) were duly authorized;

b. The Existing Loan Papers, the Second Modification Documents, and each of the covenants, conditions and agreement contained therein, are in full force and effect, are the valid and legally binding obligations of Trust, Original Beneficiary and New Beneficiary, and are free from all legal and equitable defenses, offsets and counterclaims;

c. No part of the Property is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against the Trust or either Original Beneficiary or New Beneficiary nor is there any litigation existent which adversely and materially affects the Property;

d. There are no agreements, state of facts or circumstances presently existing and known to either Original Beneficiary or New Beneficiary which, with or without the service of Notice, passage of time, or both, would grant to Trust, Original Beneficiary or New Beneficiary the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to the Existing Loan Papers or the Second Modification Documents.

e. All statements and representations contained in all documentation provided to Lender and all other representations or statements made by or on behalf of Original Beneficiary or New Beneficiary to Lender in connection with this Second Modification are true and correct in all material respects.

f. New Beneficiary is not insolvent and will not be rendered insolvent by the execution and delivery of the Second Modification Documents.

g. To the best knowledge of Original Beneficiary and New Beneficiary, no person, firm or corporation has or claims any interest in and to the Land and Improvements which does not appear in Policy for Title Insurance, Policy Number 1410-007517566 DI dated December 16, 2002, issued by Chicago Title Insurance Company (“Title Policy”), other than the tenants of Land and Improvements (“Occupancy Tenants”) pursuant to their respective leases (“Leases”), nor is there any unrecorded deed, deed of trust, mortgage or other conveyance or encumbrance or any undelivered bill of sale, assignment, option, right of first refusal or instrument of transfer relating to or affecting the Land and Improvements.

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Any inaccuracies in the Representations and Warranties is an event of default hereunder and pursuant to the Existing Loan Paper and Second Modification Documents, and entitles Lender to exercise its right to accelerate the payment of Principal Amount and exercise any and all other rights and remedies available to Lender pursuant to the provisions hereof and Existing Loan Papers and Second Modification Documents or at law or in equity.

7. ACKNOWLEDGMENT OF PRINCIPAL AMOUNT OF LOAN AMOUNT DUE. As of the Effective Date, after application of the payment of principal and interest made for the December 2002 installment, the balance of the Original Principal Amount is \$1,813,801.35.

8. LIABILITY OF ORIGINAL BENEFICIARY. Except as provided in Section 11, Original Beneficiary shall not be released from liability pursuant to Existing Loan Papers but shall remain bound by the terms and provisions thereof in accordance with their respective terms, covenants, conditions and agreements.

9. DEFAULT. Any default under the terms of the Existing Loan Papers shall constitute a default under the Second Modification Documents.

10. RELEASE OF LENDER. As additional consideration for Lender's consent to the loan modification and extension, as herein provided, Original Beneficiary and New Beneficiary, their general partners, limited partners and managers hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms, and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Original Beneficiary and New Beneficiary or their general partners, limited partners or members may now have or claim to have against Lender as of the Effective Date and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Existing Loan Papers or the Second Modification Documents, including, but not limited to, all loss or damage of any kind sustained or which may arise as a consequence of the transactions between Original Beneficiary, New Beneficiary, general partners, limited partners or managers, and Lender to and including the Effective Date. This release and covenant by Original Beneficiary, New Beneficiary, general partners, limited partners, managers, members and Lender is contractual and not a mere recital.

11. GUARANTY. The Guaranty and Indemnity Agreement provided by Matt Pauga and Inga Pauga in the amount not to exceed \$420,000 shall be terminated within a reasonable period of time after the Disbursal Date, but not later than thirty (30) days thereafter.

12. REQUIRED NOTICES. Wherever notices are required, pursuant to the Existing Loan Papers or the Second Modification Documents, the same shall be in writing and shall be delivered either personally, or by United States certified or registered mail, postage prepaid, return receipt requested, or by commercial courier, with receipt, shall be effective upon receipt or refusal, and shall be sent to Lender, Trust, Original Beneficiary and New Beneficiary at their respective addresses set forth below or to such other addresses as shall direct in writing.

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If to Lender, 1401 Livingston Lane, P.O. Box 78, Jackson, Mississippi 39205

If to Original Beneficiary, 7330 Fairmont, Suite B, Downers Grove, Illinois 60516;

If to New Beneficiary, 7330 Fairmont, Suite B, Downers Grove, Illinois 60516;

If to Trust, 6825 W. 111th Street, Worth, Illinois 60482

13. FAILURE OR DELAY. No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in the Existing Loan Papers and the Second Modification Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Trust, Original Beneficiary or New Beneficiary, in any instance, shall, in itself, entitle Trust, Original Beneficiary or New Beneficiary to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

14. CONSTRUCTION. This Second Modification shall not be construed more strictly against Lender than against Trust, Original Beneficiary or New Beneficiary merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Trust, Original Beneficiary, New Beneficiary and Lender have contributed substantially and materially to the preparation of this Second Modification, and Trust, Original Beneficiary, New Beneficiary and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration give by the others in entering into this Second Modification. This Second Modification shall universally modify the Existing Loan Papers and shall be construed in conjunction with Existing Loan Papers. All terms used herein shall have the meanings ascribed in Existing Loan Papers unless otherwise defined herein. Except to the extent modified herein, the provision of Existing Loan Papers shall remain in full force and effect and are hereby ratified and confirmed.

15. ENTIRE AGREEMENT. Trust, Original Beneficiary, New Beneficiary and Lender each acknowledge that there are no other agreements or representations, either oral or written, expressed or implied, not embodied in the Existing Loan Papers and the Second Modification Documents, and any other documents executed in connection with the Property, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Trust, Original Beneficiary, New Beneficiary and Lender.

16. TRUST EXCULPATION. This Second Modification is executed by the Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally hereunder, to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming

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any right or security hereunder, and that so far said Trustee personally is concerned, the legal holder or holders of Note shall look solely to the Mortgaged Premises for the payment thereof, by the enforcement of the lien created by Mortgagee in the manners herein and in Note provided or by action to enforce the personal liability of any guarantor of Note.

Lender, Trust, Original Beneficiary and New Beneficiary have executed this Second Modification on the day and year first above written.

LENDER:

Southern Farm Bureau Life Insurance Company, a Mississippi corporation

By: _____

Title: _____

TRUST:

Founders Bank (formerly known as Worth Bank & Trust Company), an Illinois banking corporation, not personally but solely as Trustee of a certain Trust Agreement dated May 19, 1977 and known as Trust No. 2314

By: _____

Title: _____

ORIGINAL BENEFICIARY:

_____ Matt Pauga

_____ Inga Pauga

NEW BENEFICIARY:

Brittany Court Limited Partnership, an Illinois Limited Partnership, by Whitebirch Management Company, an Illinois Corporation, its General Partner

By: _____

Title: _____

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any right or security hereunder, and that so far said Trustee personally is concerned, the legal holder or holders of Note shall look solely to the Mortgaged Premises for the payment thereof, by the enforcement of the lien created by Mortgagee in the manners herein and in Note provided or by action to enforce the personal liability of any guarantor of Note.

Lender, Trust, Original Beneficiary and New Beneficiary have executed this Second Modification on the day and year first above written.

LENDER:

Southern Farm Bureau Life Insurance Company, a Mississippi corporation

By: _____
Title: _____

TRUST:

Founders Bank (formerly known as Worth Bank & Trust Company), an Illinois banking corporation, not personally but solely as Trustee of a certain Trust Agreement dated May 19, 1977 and known as Trust No. 2314

By: [Signature]
Title: A. V. P. & T.O.

ORIGINAL BENEFICIARY:

[Signature]
Matt Pauga

[Signature]
Inga Pauga

NEW BENEFICIARY:

Brittany Court Limited Partnership, an Illinois Limited Partnership, by Whitebirch Management Company, an Illinois Corporation, its General Partner

By: [Signature]
Title: President

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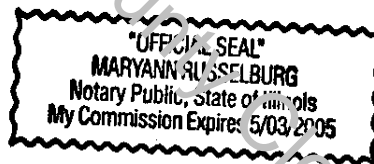
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that Bruce Grant of FOUNDERS BANK (FORMERLY KNOWN AS WORTH BANK & TRUST COMPANY), AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT SOLELY AS TRUSTEE OF CERTAIN TRUST AGREEMENT DATED MAY 19, 1997 AND KNOWN AS TRUST NO. 2314 ("TRUST"), AS AUP thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Original Trust, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 12 day of December, 2002.

Maryann Russelburg
Notary Public

My Commission Expires: 5/03/2005



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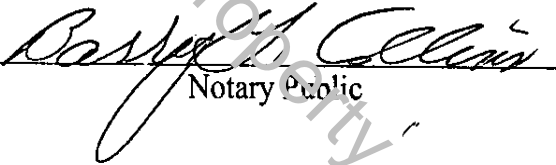


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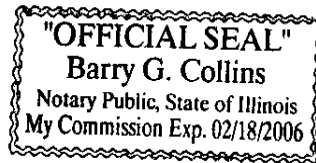
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MATT PAUGA AND INGA PAUGA ("Original Beneficiary") personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 16th day of December, 2002.


Notary Public

My Commission Expires: 2-18-2006



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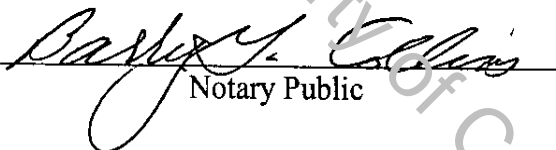
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

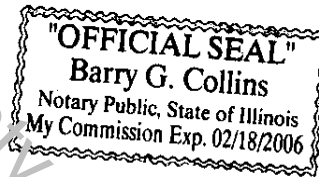
The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that MATT PAUGA, PRESIDENT OF WHITEBIRCH MANAGEMENT COMPANY, an Illinois Corporation, the General Partner of BRITTANY COURT LIMITED PARTNERSHIP, an Illinois Limited Partnership ("New Beneficiary") as President thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of New Beneficiary for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 16th day of December, 2002.



Notary Public

My Commission Expires: 2-18-2006



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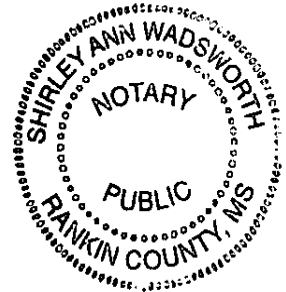
STATE OF MISSISSIPPI)
) SS
COUNTY OF HINDS)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Philip Hogue of SOUTH FARM BUREAU LIFE INSURANCE COMPANY, a Mississippi corporation ("Lender"), as Vice President thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of Lender, for uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 11th day of December,

2002
Shirley Ann Wadsworth
Notary Public

My Commission Expires: _____
Notary Public State of Mississippi At Large
My Commission Expires: August 27, 2004
Bonded by Holden, Brooks & Garland, Inc.



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EXHIBIT "A"

(LEGAL DESCRIPTION OF PARTNERSHIP PROPERTY)

PARCEL 1:

THE EAST 114.50 FEET OF LOT 12 (MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 12) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20-38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION, AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 1A:

TOGETHER WITH AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED JUNE 24, 1970 AND RECORDED SEPTEMBER 14, 1970 AS DOCUMENT 21263321 MADE BY FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 AND AS CREATED BY DEED FROM FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 TO ETEL LIGEZA DATED MARCH 10, 1971 AND RECORDED APRIL 21, 1971 AS DOCUMENT 21454879

PARCEL 2:

THE WEST 94 FEET OF THE EAST 208.50 FEET OF LOT 12 (LOCUS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 12) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 2037.87 FEET MORE OR LESS TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2A:

EASEMENT FOR THE BENEFIT OF PARCEL 2 INGRESS, EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED JUNE 24, 1970 AND RECORDED SEPTEMBER 14, 1970 AS DOCUMENT 21263321 MADE BY FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 AND AS CREATED BY MORTGAGE FROM FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, DATED JULY 16, 1971 AND RECORDED JULY 23, 1971 AS DOCUMENT 21557101, IN COOK COUNTY, ILLINOIS

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PARCEL 3:

THE WEST 91 FEET OF THE EAST 299.50 FEET OF LOT 12 (BOTH DIMENSIONS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF LAND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE

EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF 1/4 SECTION 2037.87 FEET, MORE OR LESS TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3A:

EASEMENT FOR THE BENEFIT OF PARCEL 3 GRANTED BY DECLARATION OF EASEMENT DATED JUNE 24, 1970 BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 ALSO KNOWN AS TRUST NUMBER 71-80832 RECORDED SEPTEMBER 14, 1970 AS DOCUMENT NUMBER 21263321, FOR INGRESS AND RIGHT OF WAY OVER AND ACROSS AND UPON THE EAST 20 FEET OF THE WEST 52.95 FEET OF THE SOUTH 55 FEET OF THE WEST 91 FEET OF THE EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION; AND OVER ACROSS AND UPON THAT PART OF THE WEST 185 FEET TO EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION DESCRIBED AS FOLLOWS::: COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT WHICH IS 55 FEET NORTH OF THE SOUTH LINE OF SAID TRACT FOR A POINT OF BEGINNING, THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 20 FEET; THENCE EAST 116.13 FEET TO A POINT; THENCE NORTHEASTERLY 78.84 FEET TO A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 80.26 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22.93 FEET; THENCE SOUTHWESTERLY 72.88 FEET TO A POINT; THENCE WEST 121.33 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE PLAT ATTACHED TO THE AFORESAID DECLARATION; SAID EASEMENT FOR THE PURPOSE OF PROVIDING PARKING FOR AUTOMOBILES AND ACCESS TO THE PUBLIC STREET UPON THE BLACKTOP PARKING AREA AS LOCATED ON THE AFORESAID PLAT ON THE EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION AND ON THE WEST 91 FEET OF THE EAST 390.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION, 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION AND THENCE NORTH 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID PARCEL 2 PART THEREOF FALLING IN PARCEL 3 AFORESAID

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PARCEL 4:

THE WEST 91 FEET OF THE EAST 390.50 FEET OF LOT 12 (BOTH DIMENSIONS AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION; AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4A:

EASEMENT FOR THE BENEFIT OF PARCEL 4 AS SET FORTH IN DECLARATION OF EASEMENT MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 KNOWN AS TRUST NUMBER 71-80632 AND AS CREATED BY DEED FROM PULLMAN BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 KNOWN AS TRUST NUMBER 71-80632 TO ETHEL LIZEGA RECORDED JANUARY 14, 1971 AS DOCUMENT 21370851 FOR INGRESS AND EGRESS

PARCEL 5:

THAT PART OF LOT 12 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 12, 390.50 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 330.77 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 12, 110 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 200.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12, 39.81 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 130.77 FEET TO THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 12, 10.19 FEET TO THE PLACE OF BEGINNING, ALL IN MAPLESIDE SUBDIVISION OF THE 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION; AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5A

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY DECLARATION OF EASEMENTS MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 71-80632, AND RECORDED DECEMBER 6, 1971 AS DOCUMENT 21733951 FOR INGRESS AND EGRESS AND PARKING OVER THE LAND DESCRIBED AS FOLLOWS: :

THE SOUTH 20 FEET OF THE NORTH 65.0 FEET OF THE WEST 150.0 FEET OF LOT 12 AFORESAID, AND THE SOUTH 20 FEET OF THE NORTH 65.0 FEET OF THE EAST 43 FEET OF LOT 11 AND THE NORTH 20 FEET OF THE SOUTH 78 FEET OF EAST 106.19 FEET OF THE WEST 111.19 FEET OF LOT 12 ALL IN COOK COUNTY, ILLINOIS

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PARCEL 6:

THAT PART OF LOTS 11 AND 12 DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 12, 460.69 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOTS 11 AND 12, 193 FEET TO A POINT WHICH IS 43 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 11; THENCE SOUTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 130.77 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOTS 11 AND 12 48 FEET TO A POINT WHICH IS 5 FEET EAST OF THE LINE BETWEEN SAID LOTS 11 AND 12; THENCE SOUTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 200 FEET TO THE SOUTH LINE OF SAID LOT 12, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12, 105.19 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 200.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12, 39.81 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 130.77 FEET TO THE POINT OF BEGINNING IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION, 289.94 FEET, MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2037.87 FEET MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6A

AN EASEMENT FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 6, 1971 AS DOCUMENT NUMBER 21733951 MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632, IN COOK COUNTY, ILLINOIS

PARCEL 7:

THAT PART OF LOTS 11 AND 12 DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 11, 43 FEET WEST OF THE NORTH EAST CORNER THEREOF (SAID POINT ALSO BEING 653.69 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 12); THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 11, 62 FEET TO A POINT, SAID POINT BEING 26 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 11, 330.77 FEET TO THE WEST LINE OF SAID LOT 11; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 11 AND LOT 12 110.0 FEET TO A POINT, SAID POINT BEING 5 FEET EAST OF THE LINE BETWEEN SAID LOTS 11 AND 12; THENCE NORTH PARALLEL TO THE LOT BETWEEN SAID LOTS 11 AND 12, 200.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOTS 11 AND 12, 48.0 FEET; THENCE NORTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 130.77 FEET TO THE PLACE OF BEGINNING; ALL IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS. TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION, 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 7A

AN EASEMENT FOR THE BENEFIT OF PARCEL 7 FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 5, 1971 AS DOCUMENT 21733951 MADE BY FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632, IN COOK COUNTY, ILLINOIS /JBM/

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