THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Riordan, Fulkerson, Smith & Coleman 100 N. LaSalle Street Twenty-Third Floor Chicago, Illinois 60602





Doc#: 0334633157

Eugene "Gene" Moore Fee: \$48.00 Cook County Recorder of Deeds

Date: 12/12/2003 09:51 AM Pg: 1 of 13

This space reserved for Recorder's use only

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is made as of the 24th day of October, 2003, by and among PARK/MAIN LLC, an Illinois limited liability company ("Original Borrower"), LARAMIE FARK LLC, an Illinois limited liability company ("Successor Borrower"), ADELE T. SCTOLONGO ("Guarantor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS

Pursuant to the terms of a Construction Loan Agreement of even date herewith (as A. amended, modified, replaced or restated from time to principal time, "Loan Agreement"), Lender has loaned Original Borrower an aggregate principal amount not to exceed Five Million Seven Hundred Thousand and No/100 Dollars (\$5,700,000.00) ("Loan"), which amount includes an acquisition and development loan in the principal amount not to exceed Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) ("Facility A") and a construction loan in the principal amount not to exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2.500,000,00), with the aggregate amount of all principal advances made from time to time thereunder not to exceed Four Million and No/100 Dollars (\$4,000,000.00) ("razility B"). Facility A of the Loan shall be evidenced by a Promissory Note – Series A of even date herewith made by Borrower and payable to Lender in the amount of Facility A and Facility B of the Loan shall be evidenced by a Promissory Note - Series B of even date herewith made by Borrower and payable to Lender in the amount of Facility B. Said notes, as they may be amended, modified, replaced or restated from time to time, are hereafter referred to as the "Notes"). The Notes are due on October 24, 2005 ("Maturity Date"), except as may be accelerated pursuant to the terms of the Notes, the Loan Agreement or any other Loan Document (as defined in the Notes).

The Notes are secured by, among other things, (i) that certain Construction Mortgage, Security Agreement and Fixture Filing bearing an even date herewith from Original



Borrower to Lender ("Mortgage") which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases bearing an even date herewith from Original Borrower to Lender (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement bearing an even date herewith from Original Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

- The Loan is further secured by a Guaranty Agreement bearing an even date herewith from Guarantor to Lender (the "Guaranty").
- D. Criginal Borrower desires to substitute Successor Borrower as the maker of the Notes, the Mortgage, the Assignment of Leases, the Indemnity Agreement and the other Loan Documents and Successor Borrower desires to assume Original Borrower's obligations under the Notes, the Mortgage, the Assignment of Leases, the Indemnity Agreement and the other Loan Documents.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part (f this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Acknowledgments.

- a. Original Borrower and Successor Borrover, jointly and severally acknowledge and confirm to Lender that: (i) all sums due Lender under the Notes are due and payable without any defense or right of setoff or reduction by Original Borrower existing as of the date hereof; (ii) that the security interests and liens granted under the Loan Documents and all other related security documents are valid binding and enforceable in accordance with their terms; and (iii) that Lender has fully performed all of its obligations which were required to be performed prior to the date rereof with respect to the Loan.
- b. Successor Borrower hereby affirms and restates all representations, warranties and covenants made respectively by Original Borrower under the Loan Documents.
- c. There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and neither Original Borrower nor Successor Borrower knows of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

- d. The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Successor Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- e. There has been no material adverse change in the financial condition of Original Borrower, Successor Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- f. As of the date hereof, neither Original Borrower, nor Successor Borrower has a claim, counterclaim, defense, or set-off with respect to the Loan or the Loan Documents as modified herein.
- g. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Successor Borrower.
- 2. <u>Modification of All Loan Documents</u>. As of the date hereof, all Loan Documents, including the Mortgage and the Assignment are hereby amended to reflect that the Borrower, Mortgagor, Assignor, Obligor as the case may be, is Successor Borrower; all references therein to Original Borrower are hereby amended to refer to "Laramie Park LLC, an Illinois limited liability company".
- 3. <u>Limited Liability Company Organization</u>. Successor Borrower is a duly formed limited liability company under the laws of the State of Illinois, validly existing, in good standing and fully qualified to do business in the Ctate of Illinois and has full power and authority to execute this Agreement. The certificate of formation, articles of organization and operating agreement of Successor Borrower, copies of which have been furnished to Lender, are in effect, unamended, and are the true, correct and complete coorments relating to Successor Borrower's creation and governance. Successor Borrower and its members have fully complied with all applicable securities and other laws, ordinances and regulation. In connection with the formation of Successor Borrower and the sale and offer for sale of interests therein.
- 4. Operating Agreement and Interests. The Operating Agreement of Successor Borrower shall not, without the prior written consent of Lender, be amended or modified if such amendment or modification could have a material adverse effect on Successor Borrower's ability to perform its obligations under any of the Loan Documents, nor shall any member of Successor Borrower be released or discharged from its or his obligations under the Operating Agreement, nor shall any member of Successor Borrower transfer, pledge or encumber in any way any member interest in Successor Borrower or the right to receive income or proceeds from Successor Borrower. At all times prior to the repayment of the Loan, Adele T. Sotolongo shall be the managing member of Successor Borrower.
- 5. <u>Continuing Existence</u>. Successor Borrower, without the prior written consent of Lender, shall not (i) permit itself to be dissolved or its existence terminated, or (ii) amend or modify its organizational documents if such amendment or modification could have a material

adverse effect on Successor Borrower's ability to perform its obligations under any of the Loan Documents or any of the Junior Loan Documents.

- 6. <u>Defaults</u>. Execution and delivery of this Agreement and assumption of Original Borrower's obligations under the Loan Documents and the Junior Loan Documents does not and will not contravene, conflict with, violate or constitute a default under the Operating Agreement governing Successor Borrower.
- 7. <u>Distributions to Members</u>. Successor Borrower hereby covenants to Lender that it shall make no distributions to its members of any revenue received by or on behalf of Successor Borrower from the operation or ownership of the Property if an Event of Default (as defined in the Mortgage) or an event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists.
- 8. Reaff relation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and birting obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.
- 9. <u>Title Policy</u>. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No ______ (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.
- 10. <u>Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.
- II. <u>Financial Statements</u>. Successor Borrower shall furnish to Legaer such financial information regarding Successor Borrower, its constituent partners or members, as the case may be, the Premises and any guarantor of the Notes as Lender may from time to time reasonably request, which shall include, without any further request therefor, (i) monthly sales and traffic reports for the Premises, no later than fifteen (15) days after the end of each month, all in form, scope and detail satisfactory to Lender and certified by Successor Borrower's manager or other appropriate officer, partner or member of Successor Borrower, and (ii) annual financial statements for Successor Borrower and the Premises and annual financial statements for any guarantor of the Notes certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Lender.

12. **Miscellaneous**.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Successor Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Successor Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Successor Borrower, Guarantor and Lender each acknowledges and vaives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and ome owered to execute it.
- (c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Successor Borrower or Guarantor not shall privity of contract be presumed to have been established with any third party.
- (d) Successor Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Successor Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Successor Borrower's obligations under this Agreement.
- 13. Consent to Jurisdiction. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, ORIGINAL BORROWER AND SUCCESSOR BORROWER EACH IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE LOAN DOCUMENTS WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. ORIGINAL BORROWER AND SUCCESSOR BORROWER EACH HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVE PERSONAL SERVICE OF PROCESS, AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ORIGINAL BORROWER OR SUCCESSOR BORROWER AT THE ADDRESS STATED IN THE LOAN DOCUMENTS AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.
- BORROWER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OF ANY OF THE LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ORIGINAL BORROWER AND SUCCESSOR BORKOWER EACH AGREE THAT HE OR IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

LENDER:	ORIGINAL BURKOWER:
LASALLE BANK NATIONAL ASSOCIATION	PARK/MAIN LLC, an Illinois limited liability company
By: Name: Horn PAINEWICE Title: NP	By: Laramie Park LLC, an Illinois limited liability company, it sole member and manager
	By:
SUCCESSOR BORROWER:	GUARANTOR :
LARAMIE PARK LLC, an Illine is limited liability company	ADELE T. SOTOLONGO
By:Name: Adele T. Sotolongo Title: Managing Member	ADELE 1. SOTOLONGO
	ADELE T. SOTOLONGO

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

<u>LENDER</u> :	ORIGINAL BORROWER:
LASALLE BANK NATIONAL ASSOCIATION	PARK/MAIN LLC, an Illinois limited liability company
By:	By: Laramie Park LLC, an Illinois limited liability company, it sole member and manager By: Name: Adel/T. Søtolongo Title: Managing Member
SUCCESSOR BORROVEF	GUARANTOR:
LARAMIE PARK LLC, an Illinois limited liability company By: Name: Adel T. Sotolongo Title: Managing Member	ADEL T. SOTOLONGO

0334633157 Page: 9 of 13

UNOFFICIAL COPY

STATE OF ILLINOIS	
) .ss
COUNTY OF COOK	
PONÓ GIA	VARES, a Notary Public in and for said County, in the State
1 1\2,074 \C1/70	RTIFY that AIAM PASKIEWICZ A.V. P. of
	ociation, is personally known to me to be the same person whose
	foregoing instrument, appeared before me this day in person and
	and delivered said instrument as his own free and voluntary act for
the uses and purposes thereir	set forth.
' O ₄	th
GIVEN under my har	nd and Notarial Seal this 24 th day of October, 2003.
·····	*********
O-FICIA	
RENA GI	ANARES JUNA COUNTY
NOTARY PUBLIC, S MY COMMISSION E	TATE OF ILLINOIS Notary Public

My Commission Expires:	7,2410 4
	0/_
STATE OF ILLINOIS	
) .ss
COUNTY OF COOK	
	%
T-Qu	R. Joyce, a Notar/Public in and for County, in the State
1, <u>1</u> 000	that Add T. Catalongo, the Manager of Laramie Park LLC an
aforesaid, do hereby certify	y that Adel T. Sotolongo, the Manager of Laramie Park, LLC, an
Illinois limited liability com	ipany, which is the sole member and manager of Park/Main LLC, an
Illinois limited liability con	mpany, who is personally known to the to be the same person whose
name is subscribed to the	foregoing instrument as such Manager of Laramie Park, LLC, an
Illinois limited liability con	mpany, appeared before me this day in person and acknowledged that
be signed and delivered the	said instrument as his own free and voluntary act and as the free and
voluntary act of said Laram	nie Park, LLC and Park/Main LLC, for the uses and purposes therein
set forth.	
	1 1 1 1 24th Jon of October 2003
GIVEN under my h	and and notarial seal, this 24 th day of October, 2003.
	00 TO 0000
	60m K. 4/9/4
	Notary Public
My Commission Expires:_	
*	"OFFICIAL CEAL"
	"OFFICIAL SEAL" JOHN R. JOYCE NOTARY PURPLE CTATE
	NOTARY PUBLIC, STATE OF ILLINOIS
	MY COMMISSION EXPIRES 12/0/2005

0334633157 Page: 10 of 13

UNOFFICIAL COPY

STATE OF ILLINOIS
) .ss
COUNTY OF COOK)
To o Tax
I, John P. Joyce, a Notary Public in and for County, in the State
aforesaid, do hereby certify that Adel T. Sotolongo, the Managing Member of Laramie Park,
LLC, an Illinois limited liability company, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such Managing Member of Laramie
Park, LLC an Illinois limited liability company, appeared before me this day in person and
acknowledged that be signed and delivered the said instrument as his own free and voluntary act
and as the free and voluntary act of said Laramie Park, LLC, for the uses and purposes therein set
forth.
CIVITAL 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GIVEN under my hard and notarial seal, this 24 th day of October, 2003.
Or Chu K Coup
Notary Public Notary Public
"OFFICIAL SEAL"
My Commission Expires: 2 JOHN B JOYCE 5
Z NOTARY PURI IC. STATE OF ILLINOIS \$
MY COMMISSION EXPIRES 12/9/2005
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)
I John R. Joyce, a Notary Public in and for said County, in the State
aforesaid DO HERERY CERTIFY that Adele T. Sotolongo is personally known to me to be the
some 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 for the uses and purposes therein set forth.
Voluntary act for the uses and purposes
GIVEN under my hand and Notarial Seal this 24th day of October, 2003.
Of VEN under my hand and rectard both and a
Com a configuration of the con
Notary Public ()(
A. C. C. C. C. C.
My Commission Expires:
"OFFICIAL SEAL"
JOHN R. JOYCE NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/9/2005
manananananana

EXHIBIT A

THE PROPERTY

PARCEL 1:

THAT PART OF METROPOLITAN'S HOWARD-LARAMIE GARDENS, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9328383, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 00 DEGREE, 48 MINUTES, 14 SECONDS WEST ALONG THE WEST LINE OF LARAMIE AVENUE, A DISTANCE OF 208.52 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES, 44 MINUTES, 07 SECONDS WEST, A DISTANCE OF 174.92 FEET; THENCE NORTH 00 DEGREE, 15 MINUTES, 53 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COUPSE, A DISTANCE OF 11.79 FEET, THENCE NORTH 89 DEGREES, 44 MINUTES, 07 SECONDS WEST, A DISTANCE OF 259.25 FEET TO THE SOUTHWEST CORNER OF LOT 27 IN BLOCK 1 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 18 DEGREES, 43 MINUTES, 31 SECONDS EAST, A DISTANCE OF 69.80 FEET TO THE NORTHWEST CORNER OF LOT 34 IN BLOCK 2 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 00 DEGREE, 48 MINUTES, 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 34, A DISTNACE OF 60.91 FEET; CHENCE SOUTH 54 DEGREES, 00 MINUTE, 35 SECONDS EAST, A DISTANCE OF 135.28 FEET TO THE NORTH LINE OF LOT 16 IN SAID BLOCK 2, THENCE SOUTH 89 DEGREE: 44 MINUTES 07 SECONDS EAST ALONG SAID NORTH LINE AND ALONG THE NOF TH LINE OF LOTS 15 AND 14 IN SAID BLOCK 2, A DISTANCE OF 69.32 FEET OF THE NORTHEAST CORNER OF SAID LOT 14, THENCE SOUTH 00 DEGREE, 48 MINUTES, 14 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 49.31 FIET; THENCE SOUTH 54 DEGREES, 03 MINUTES, 13 SECONDS EAST, A DISTANCE OF 127.89 FEET TO THE SOUTH LINE OF SAID BLOCK 2; THENCE SOUTH 89 DEGREES, 44 MINUTES, 07 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 126.49 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN SAID BLOCK 2; THENCE NORTH 90 DEGREE, 48 MINUTES, 14 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCKS: AND THE NORTHERLY EXTENSION THEREOF, ALSO BEING THE WEST LINE OF LARAMIE AVENUE, A DISTANCE OF 318.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO TO BE KNOWN AS LOTS 1 TO 7, INCLUSIVE IN HOWARD-LARAMIE RESUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND RESTRICTIONS FROM CHEDER LUBAVITCH HEBREW DAY SCHOOL, INC. TO PARK/MAIN LLC FOR THE PURPOSE OF INGRESS AND EGRESS IN ORDER TO: (A) CONSTRUCT AND MAINTAIN A FENCE; AND (B) CONSTRUCT AND MAINTAIN AN OPEN AREA (HEREINAFTER THE "MAINTENANCE EASEMENT") OVER THE FOLLOWING DESCRIBED LAND (EXCEPTING THEREFROM PARCEL 1 AFORESAID):

15 FEET OF THE FOLLOWING DESCRIBED PROPERTY IMMEDIATELY NORTH OF AND ADJACENT TO THE NORTHERLY LOT LINE OF PARCEL 1 AFORESAID:

LOTS 1 TO 13, EGTH INCLUSIVE, AND LOTS 34 TO 42, BOTH INCLUSIVE, IN BLOCK 2 (EXCEPTING FROM SAID LOTS 11, 12, 13 IN BLOCK 2, THAT PART THEREOF LYING SOUTHWEST PLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 13, 74.60 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THEN EXTENDING SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 11, 104 FEET NORTH OF THE SOUTHEAST CORNER THEREOF AND EXCEPTING FROM SAID LOTS 34, 35 AND 36 IN BLOCK 2, THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 34, 63 FEET SOUTHWEST CORNER THEREOF; THEN THE OF SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 36, 28.2 FEET THE SOUTHWEST CORNER THEREOF) IN METROPOLITAN'S HOWARD-LARAMIE GARDENS SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

ALL THE VACATED PUBLIC ALLEYS IN BLOCK 2 LYING WEST OF THE WEST LINE OF LARAMIE AVENUE AND EAST OF THE EASTERLY LINE OF EDEN EXPRESSWAY, ALL IN METROPOLITAN'S HOWARD-LARAMIE GARDENS SUBSTITISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE, RECORDED AS DOCUMENT 16619957, IN COOK COUNTY, ILLINOIS

AND

THAT PART OF VACATED PUBLIC STREET KNOW AS JEROME AVENUE LYING WEST OF THE WEST LINE OF LARAMIE AVENUE AND EAST OF THE EASTERLY LINE OF EDENS EXPRESSWAY AND LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LARAMIE AVENUE 299.79 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 10 TO A POINT ON THE WEST LINE OF 16 FOOT VACATED ALLEY 51.35 FEET NORTH OF THE SOUTH LINE OF JEROME STREET AS

0334633157 Page: 13 of 13

UNOFFICIAL COPY

MEASURED ON SAID WEST LINE OF VACATED ALLEY, ALL IN THE THE **GARDENS** SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF HOWARD-LARAMIE THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 16619957, IN COOK COUNTY, ILLINOIS.

Laramie Avenue & Howard Street Common Address:

Skokie, Illinois

dex N.

**Cook County Clerk's Office Permanent Index Nos: 10-28-303-042 and 043