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This instrument prepared by and after recording should be returned to:

Fage Haber LLC
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Christina Brotto, Esq.



Doc#: 0408632071
Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 03/28/2004 11:48 AM Pg: 1 of 13

PINS: 14-30-403-061-0000
14-30-403-062-0000
14-30-403-051-0000

Common Addresses: 2644-2650 North Hermitage Avenue
Chicago, Illinois
2700-2730 North Hartland Court
Chicago, Illinois
2641-2665 North Hartland Court
Chicago, Illinois

NNNT 01040454 293 COMM:

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (this "Mortgage") is executed and delivered as of the 25th day of March, 2004, by **WRIGHTWOOD DEVELOPMENT PARTNERS LLC**, an Illinois limited liability company ("Mortgagor"), to SJR Corporation, an Illinois corporation, as agent for all of the holders of the beneficial interests of that certain LaSalle Bank NA Land Trust No. 67013 (formerly American National Bank Land Trust) dated March 27, 1986 ("SJR"), and **RSRG, L.L.C.**, a Delaware limited liability company ("RSRG") [SJR and RSRG are collectively the "Mortgagee/Seller"].

WITNESSETH:

WHEREAS, Mortgagor has requested that Mortgagee/Seller provide certain extensions of credit, loans and other financial accommodations (collectively the "Financial Accommodations") to Mortgagor to finance the acquisition of the real property commonly known as 2644-2650 North Hermitage Avenue, 2700-2730 North Hartland Court and 2641-2665 North Hartland Court, Chicago, Illinois and legally described on Exhibit "A" attached hereto;

WHEREAS, Mortgagee/Seller is willing to provide the Financial Accommodations to Mortgagor, provided, among other things, Mortgagor executes and delivers this Mortgage to Mortgagee/Seller; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Mortgagee/Seller as set forth in this Mortgage.

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1. DEFINITIONS AND TERMS

1.1 The following words, terms or phrases shall have the meanings set forth below:

"Charges": shall mean all national, federal, state, county, city, municipal or other governmental (including, without limitation, any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, water charges, sewer service charges, liens, claims or encumbrances upon or relating to the Mortgaged Property, the Liabilities or the Covenants.

"Contract": shall mean that certain Real Estate Sales Contract dated March 3, 2004 by and between Mortgagor and Mortgagee/Seller, as further amended and restated from time to time.

"Covenants": shall mean all now existing or hereafter arising covenants, duties, obligations and agreements of Mortgagor to and with Mortgagee/Seller, whether pursuant to this Mortgage, the Note, the Contract or otherwise.

"Encumbrances": shall mean all liens, security interests, liabilities, claims, debts, exceptions, easements, restrictions, Charges and any other types of encumbrances.

"Event of Default": shall mean the definition ascribed to this term in Paragraph 6.1 below.

"Liabilities": shall mean any and all debts, claims, obligations, demands, monies, liabilities or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from Mortgagor to Mortgagee/Seller, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of this Mortgage, the Note, the Contract or otherwise.

"Mortgaged Property": shall mean (i) the Property, and (ii) all proceeds of the foregoing.

"Person": shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, limited liability partnership, institution, entity, party or government, whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof.

"Property": shall mean all of the real property, and all of Mortgagor's estate, right, title and interest therein, situated, lying and being in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit "A", commonly known as 2644-2650 North Hermitage Avenue, 2700-2730 North Hartland Court and 2641-2665 North Hartland Court, Chicago, Illinois, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate.

"Note": shall mean that certain Non-Recourse Promissory Note of even date herewith in the original principal amount of Six Million Seven Hundred Ninety-Five Thousand Seven Hundred Thirty-Nine and no/100 Dollars (\$6,795,739.00) executed and delivered by Mortgagor to Mortgagee/Seller, as amended, renewed or replaced from time to time.

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2. LOANS, CONVEYANCE AND INTEREST RATES

2.1 On the terms and subject to the conditions set forth in this Mortgage, and provided that an Event of Default, or any event which with notice, lapse of time or both would constitute an Event of Default, does not then exist, Mortgagee/Seller agrees to provide financing to Mortgagor in the principal amount of Six Million Nine Hundred Ninety-Eight Thousand Seven Hundred Thirty-Nine and no/100 Dollars (\$6,998,739.00) (the "Loan"). The proceeds of the Loan shall be used to finance the acquisition of the Property by Mortgagor. The Loan shall be evidenced by and repaid in accordance with the Note.

2.2 TO SECURE THE FULL AND TIMELY PAYMENT AND PERFORMANCE BY MORTGAGOR OF THE LIABILITIES AND THE COVENANTS, INCLUDING, WITHOUT LIMITATION, THE LIABILITIES EVIDENCED BY THE NOTE, MORTGAGOR HEREBY DOES WARRANT, GRANT, GIVE, BARGAIN, CONFIRM, ASSIGN, PLEDGE, SET OVER, TRANSFER, SELL, CONVEY, REMISE, RELEASE AND OTHERWISE MORTGAGE TO SELLER/MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, THE MORTGAGED PROPERTY. Notwithstanding anything contained herein to the contrary, the Liabilities hereunder shall in no event exceed Thirty Million and no/100 Dollars (\$30,000,000.00).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Mortgagor hereby represents, warrants and covenants unto Mortgagee/Seller as follows:

(A) Mortgagor will fully and timely pay, when due or declared due, the Liabilities, and will fully and timely perform, discharge, observe and comply with, or cause to be fully and timely performed, discharged, observed and complied with, each and every of the Covenants.

(B) Mortgagor has and shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to enter into, execute and deliver this Mortgage and to encumber the Mortgaged Property to Mortgagee/Seller.

(C) Mortgagor now and at all times hereafter shall perform all of the transactions described in or contemplated by this Mortgage and the Contract.

(D) Mortgagor is not using and shall not use the Mortgaged Property for any purpose in violation of any applicable environmental, hazardous waste and substances, health or safety laws, rules or regulations, including, but not limited to, the Resource Conservation and Recovery Act, as amended ("RCRA"), the Toxic Substances Control Act, as amended ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Clean Air Act, as amended ("CAA"), and the Clean Water Act, as amended ("CWA"), regulations thereunder and corresponding state statutes and regulations. Mortgagor has all required permits, certificates, consents and approvals required under any applicable environmental, health or safety laws, rules or regulations. Mortgagor is and shall remain in compliance with all applicable environmental, health and safety laws, rules or regulations in connection with the use of the Mortgaged Property.

3.2 Mortgagor further represents, warrants and covenants unto Mortgagee/Seller as follows:

(A) Except as set forth in the Contract, Mortgagor shall fully and timely pay and discharge or cause to be paid and discharged, as and when due and payable, all Charges that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof.

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(B) Except as permissible under the Contract, including without limitation, the construction mortgage permitted under Section R.7 of the Contract, Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances of any and every kind and nature including, without limitation, mechanics' liens and other similar liens or claims for liens. Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become, or be secured by, an Encumbrance and, immediately upon request by Mortgagee/Seller, shall deliver to Mortgagee/Seller evidence satisfactory to Mortgagee/Seller of the payment and discharge thereof. If, in accordance with the terms of this Mortgage, Mortgagee/Seller makes payment of any such Encumbrance, Mortgagee/Seller shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(C) Except as otherwise contemplated by the Contract, Mortgagor shall not, at any time or times hereafter, pledge, hypothecate, encumber, sell, permit or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein.

3.3 If Mortgagor fails to (A) pay the premiums for the insurance which is required to be maintained hereunder, or (B) pay and discharge all Encumbrances as herein agreed, or upon an Event of Default, Mortgagee/Seller, in its sole discretion, may obtain such insurance or pay and discharge such Encumbrances. Any amounts paid by Mortgagee/Seller in taking such action together with interest thereon shall be due and payable by Mortgagor to Mortgagee/Seller upon demand unless otherwise provided for in the Contract and, until paid, shall constitute a part of the Liabilities secured by this Mortgage and the Other Agreements.

4. INSURANCE AND CONDEMNATION

4.1 Mortgagor represents, warrants and covenants unto Mortgagee/Seller that Mortgagor, at all times, shall keep and maintain, or cause to be kept and maintained, the Mortgaged Property fully insured against loss with comprehensive liability coverage, as required in the Contract.

5. EVENT OF DEFAULT

5.1 The occurrence of any one or more of the following shall constitute an "Event of Default" under this Mortgage:

(A) The Liabilities are not fully and timely paid when due and payable or declared due and payable;

(B) Mortgagor fails or neglects to perform, keep or observe or cause to be performed, kept or observed, any of the Covenants;

(C) a breach, default or event of default occurs under any of the Note or the Contract.

5.2 Upon the occurrence of an Event of Default all of the Liabilities shall become immediately due and payable, and Mortgagee/Seller, in its discretion and at its election, may accelerate the maturity of the Liabilities and/or foreclose upon this Mortgage.

5.3 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee/Seller shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to or in connection with the Liabilities or the Covenants, or if Mortgagee/Seller shall incur or pay any expenses, costs, charges, fees or attorneys' fees by reason of the employment of counsel for advice with respect to the Liabilities or the Covenants and whether in court proceedings or otherwise, such expenses, costs, charges and

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all of Mortgagee/Seller's attorneys' fees shall be part of the Liabilities, secured by this Mortgage, the Note and the Contract, payable on demand.

5.4 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 5.3 above, second, to the balance of the Liabilities and third, the surplus, if any, to Mortgagor.

5.5 If Mortgagee/Seller commences judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and permitted assigns, and each and every Person which Mortgagor may legally bind which acquires any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (A) does hereby expressly waive any and all rights of appraisal, valuation, stay, homestead, extension and, to the extent permitted by law, redemption from sale under any order or decree of foreclosure of this Mortgage; and (B) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

6. MISCELLANEOUS

6.1 Any and all notices, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be in writing and shall be deemed effective upon personal delivery, upon confirmed facsimile transmission, upon receipted delivery by reputable overnight carrier, or three (3) days after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, to Mortgagor or Mortgagee/Seller at the following addresses or facsimile numbers or such other addresses or facsimile numbers as Mortgagor or Mortgagee/Seller specify in like manner; provided, however, that notices of a change of address or facsimile numbers shall be effective only upon receipt thereof:

If to Mortgagor,
then to:

Wrightwood Development Partners LLC

c/o Belgravia Group, Ltd.
833 North Orleans St., Suite 400
Chicago, Illinois 60610
Attn: David W. Ruttenberg
Fax No. (312)751-2715

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If to Mortgagee/Seller,
then to:

SJR Corporation
c/o Steven Berkowitz
833 North Orleans St., Suite 400
Chicago, Illinois 60610
Fax No. (312) 751-2715

with a copy to: FagelHaber LLC
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Christina Brotto, Esq.
Facsimile No.: (312) 782-6809

6.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

6.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors of Mortgagor, and the successors, parents, divisions, affiliates and assigns of Mortgagee/Seller. This Mortgage may not be assigned by Mortgagor, but may be assigned by Mortgagee/Seller without notice to Mortgagor.

6.4 This Mortgage shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

6.5 The terms and provisions of the Note and Contract are incorporated herein by this reference thereto.

6.6 The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

WRIGHTWOOD DEVELOPMENT PARTNERS LLC,
an Illinois limited liability company

By: Belgravia Group, Ltd.

By: J. J. Kautman

Name: Jacobs J. Kautman

Title: SVP

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

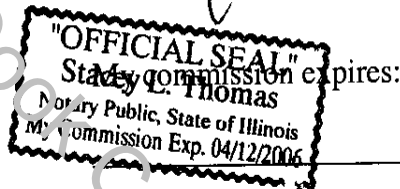
of Belgrana Group, Ltd, Manager

I, *Stacy L. Thomas*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Jacob Kaufman*, who is personally known to me to be the *SVP* of **WRIGHTWOOD DEVELOPMENT PARTNERS LLC**, and the same person whose name is subscribed to the foregoing Mortgage and Security Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *25* day of March, 2004.

Stacy L. Thomas

Notary Public



Property of Cook County Clerk's Office

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Exhibit A

PARCEL SF1:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: commencing at a point which is 299.65 feet West of the East line and 931.63 feet North from a Westward extension of the South line of said Lot or Block 3; thence Northerly 1.41 feet along the arc of a circle convex to the West, having a radius of 142.16 feet, and whose chord bears North 00°14'53" East, a distance of 1.41 feet to the point of beginning; thence Northerly 39.47 feet along the arc of a circle convex to the West, having a radius of 142.16 feet, and whose chord bears North 08°29'15" East, a distance of 39.35 feet to a point on a line drawn 972.00 feet North of and parallel with South line of Lot or Block 3, aforesaid; thence South 89°33'37" East, along said parallel line, 82.01 feet; thence South 00°00'00" West 114.97 feet; thence North 90°00'00" West 75.54 feet; thence Northwesterly 15.82 feet along the arc of a circle convex to the Southwest, having a radius of 10.00 feet, and whose chord bears North 44°41'20" West, a distance of 14.22 feet; thence North 00°37'19" East 31.27 feet; thence Northeasterly 21.66 feet along the arc of a circle convex to the Northwest, having a radius of 26.00 feet, and whose chord bears North 24°29'33" East, a distance of 21.04 feet; thence Northeasterly 13.78 feet along the arc of a circle convex to the Southeast, having a radius of 20.14 feet, and whose chord bears North 28°45'34" East, a distance of 13.52 feet; thence North 90°00'00" West 18.53 feet to the point of beginning, in Cook County, Illinois.

PARCEL SF2:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: commencing at the Southeast corner of said Lot 3; thence North 00°00'05" West, along the Easterly line thereof, 247.12 feet; thence North 90°00'00" West 202.34 feet; thence North 00°00'00" East 71.68 feet; thence North 37°53'22" West 16.26 feet; thence North 00°00'00" East 179.99 feet to the point of beginning; thence North 90°00'00" West 65.99 feet; thence Northerly 120.12 feet along the arc of a circle convex to the West, having a radius of 5662.15 feet, and whose chord bears North 02°52'42" West, a distance of 120.11 feet; thence Northerly 17.71 feet along the arc of a circle convex to the East, having a radius of 34.00 feet, and whose chord bears North 17°11'48" West, a distance of 17.52 feet; thence Northerly 21.10 feet along the arc of a circle convex to the West, having a radius of 40.00 feet, and whose chord bears North 17°00'35" West, a distance of 20.86 feet; thence Northerly 139.41 feet along the arc of a circle convex to the West, having a radius of 5670.65 feet, and whose chord bears North 01°11'31" West, a distance of 139.41 feet; thence North 00°37'19" East 25.02 feet; thence Northeasterly 15.60 feet along the arc of a circle convex to the Northwest, having a radius of 16.00 feet, and whose chord bears North 45°18'40" East, a distance of 14.07 feet; thence North 90°00'00" East 75.93 feet; thence South 00°00'00" West 330.93 feet to the point of beginning, in Cook County, Illinois.

PARCEL SF3:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: commencing at the Southeast corner of said Lot 3; thence North 00°00'05" West, along the Easterly line thereof, 819.06 feet; thence North 90°00'00" West 91.99 feet to the point of beginning; thence South 00°00'00" West 475.72 feet; thence Southwesterly 12.57 feet along the arc of a circle convex to the Southeast, having a radius of 8.00 feet, and whose chord bears South 45°00'00" West, a distance of 11.31 feet; thence North 90°00'00" West 65.83 feet; thence North 00°00'00" East 480.22 feet; thence Northeasterly 5.50 feet along the arc of a circle convex to the Northwest, having a radius of 3.50 feet, and whose chord bears North 45°00'00" East, a distance of 4.95 feet; thence South 90°00'00" East 70.33 feet to the point of beginning, in Cook County, Illinois.

BUILDING PARCEL 5:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a Parcel of land bounded and described as follows: commencing at the Southeast corner of said Lot 3; thence North 00°00'05"

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West, along the Easterly line thereof, 420.00 feet; thence North 89°58'31" West 20.00 feet to the point of beginning; thence North 90°00'00" West 52.33 feet; thence North 00°00'00" East 87.33 feet; thence South 90°00'00" East 52.33 feet; thence South 00°00'00" West 87.33 feet to the point of beginning, in Cook County, Illinois.

Easement Parcel 4:

A non-exclusive easement for the benefit of part of Parcel SF3, for ingress and egress from said part of parcel 1 as created by deed from Northwestern Terra Cotta Company to the Rizzo Brothers Warehouse Corporation, dated October 8, 1953 and recorded October 22, 1953 as document 15751224 and amended by agreement recorded as document number 90188588 and re-recorded as document number 90235681 over the following described property:

That part of Lot 3 in Northwestern Terra Cotta Company's resubdivision aforesaid and that part of vacated North Hermitage Avenue lying East of and adjoining said Lot 3 described as follows:

Beginning at the point of intersection of the East line of the West 14 feet of said vacated North Hermitage Avenue with the Southerly line of the present existing driveway which point is 119.33 feet more or less North of the North line of West Wrightwood Avenue and running thence Westerly along said Southerly line of said existing driveway, which Southerly line is a Southerly line of property described as parcel 2, in a deed dated January 30, 1946 and recorded in the Recorder's Office of Cook County, Illinois as document number 13708497 and continuing Westerly along said Southerly line extended a distance of 90.83 feet more or less to its intersection with the East line of property described as Parcel 3 in said deed, thence Northerly along said East line of said Parcel 3 a distance of 10.56 feet to its intersection with a Westward extension of the line of the South face of a brick building; thence Easterly along said line of the South face of a brick building along said Westward extension thereof and along an Eastward extension thereof a distance of 90.73 feet more or less to its intersection with said East line of the West 14 feet of vacated North Hermitage Avenue and thence South along said East line of the West 14 feet, a distance of 10.69 feet to the point of beginning excepting from the above described land any part or parts thereof, if any, which are now occupied by buildings or structures situated, in Cook County, Illinois.

Easement Parcel 5:

Easement for ingress and egress for the benefit of part of Parcel SF3 over and across the following described land:

That part of Lot or Block 3, together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3, all in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue, and running thence North along said East line of the West 26 feet, a distance of 80 feet; thence Northeastwardly a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwestwardly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence North along said East line of the West 26 feet a distance of 260.15 feet to the point of intersection of the East line of the West 26 feet aforesaid, with a Westward extension of the center line of the South wall (measuring 12 1/2 inches in thickness), of a one story brick building situated upon Lot or Block 2 in said Northwestern Terra Cotta Company's resubdivision; thence West along said Westward extension of the center line of said brick wall a distance of 41.32 feet to a point on the West line of the East 15.32 feet of said Lot or Block 3 which is 509.85 feet North from the South line of said Lot or Block 3; thence South along said West line of the East 15.32 feet of said Lot or Block 3, distance of 74.88 feet to the North line of the South 435 feet said Lot or Block 3; thence East along said North line of the South 435 feet of said Lot or Block 3 a distance of 0.32 feet to a point which is 15 feet West from the East line of said Lot or Block 3; thence Southeastwardly along a straight line, a distance of 21.29 feet to a point on the East line of said Lot or Block 3 which is 420 feet North from the South East corner of said Lot or Block 3; thence South along said East line of Lot or Block 3, a distance of 290 feet to the South face of a brick building which is 130 feet North from the South East corner of said Lot or Block 3; thence East along an Eastward extension of the line of said South face of said brick building, a distance of 14 feet; thence South along the East line of the West 14 feet of said vacated North Hermitage Avenue, a distance of 130.02 feet to its intersection with said North line of West Wrightwood Avenue, and thence East along said North line, a distance of 12 feet to the point of beginning, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

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Excepting therefrom that part vacated by Construction and Easement Agreement recorded September 5, 2002 as document number 0020976372 and described as follows:

Triangle Easement Vacation: That part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North along said East line of the West 26 feet, a distance of 80 feet to the point of beginning; thence Northeasterly, a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwesterly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence South along said East line of the West 26.0 feet, a distance of 150.0 feet to the point of beginning, in Cook County, Illinois.

Strip Easement Vacation: that part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North 00 degrees 00 minutes 05 seconds West along said East line of the West 26 feet, a distance of 510.19 feet; thence South 89 degrees 59 minutes 55 seconds West 5.00 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the North line of West Wrightwood Avenue; thence South 89 degrees 35 minutes 32 seconds East along said North line 5.00 feet to the point of beginning, in Cook County, Illinois.

Easement Parcel 6:

Easement for ingress and egress for the benefit of part of Parcel SF3 over, upon and across the following described land:

That part of Lot or Block 3 in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot or Block 3 with a Westward extension of the South line of the North 247 feet of Lot or Block 2 in Northwestern Terra Cotta Company's resubdivision (said point of intersection being 868.96 feet North from the South line of said Lot or Block 3) and running thence South along the West line of said East 15.32 feet of said Lot or Block 3 a distance of 30 feet, thence East along the North line of the South 838.96 feet of said Lot or Block 3, a distance of 15.32 feet more or less to the East line of said Lot or Block 3, thence North along the East line of said Lot or Block 3, a distance of 30 feet, and thence West along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 15.32 feet to the point of beginning as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 7:

Easement for operation, maintenance, repair, inspection and replacement of existing telephone, electric, gas water sewer and sprinkler system lines and installations for the benefit of Parcel SF3 over the following described land:

That part of Tract IV as described in grant of easements hereinafter noted falling within the West 36 feet of vacated Hermitage Avenue in the East 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 8:

Easement for ingress and egress for the benefit of part of Parcel SF3 over, across and upon the following described land:

The North 30 feet of that part of Lot or Block 2, together with that part of vacated North Hermitage Avenue lying West of and adjoining said Lot or Block 2 in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the

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South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land which is bounded and described as follows:

Beginning at the point of intersection of the South line of the North 247 feet with the West line of the East 140 feet of said Lot or Block 2, and running thence South along the West line of the East 140 feet aforesaid a distance of 357.54 feet to the point of intersection of said West line with an Eastward extension of the enter line of the South wall, (measuring 12 1/2 inches in thickness), of a one story brick building; thence West along said Eastward extension, along the center line of said wall, and along a Westward extension of said center line, a distance of 191.12 feet to a point on the East line of Lot or Block 3 in said Northwestern Terra Cotta Company's resubdivision, which point is 509.98 feet North from the South East corner of said Lot or Block 3; thence North along the East line of said Lot or Block 3, (being also the West line of said vacated North Hermitage Avenue), a distance of 358.97 feet to the point of intersection of said East line with a Westward extension of said South line of the North 247 feet of said Lot or Block 2, and thence East along said Westward extension and along said South line of the North 247 feet of Lot or Block 2, a distance of 191.04 feet to the point of beginning, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 9:

Easement for ingress and egress for the benefit of part of parcel SF3 over, upon and across the following described property:

The North 30 feet of that part of Lot or Block 2 in the Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at a point on the East line of said Lot or Block 2 which is 247 feet South of the North East corner thereof and running thence South along said East Lot or Block line a distance of 193.68 feet to the North line of the South 675 feet of said Lot or Block; thence West along said North line of South 675 feet a distance of 140 feet; thence North parallel with said East line of Lot or Block 2 a distance of 193.80 feet to a point 247 feet South of the North line of said Lot or Block 2, thence East parallel with said North Lot or Block line a distance of 140 feet to the place of beginning, in Cook County, Illinois, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 10:

Easement for ingress and egress for the benefit of part of parcel SF3 over, upon and across the following described land:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Commencing on the North line of the South 435 feet of said Lot or Block 3 at a point which is 15.32 feet West from the East line of said Lot or Block 3, thence North along the West line of the said East 15.32 feet a distance of 35.18 feet to a point of beginning of that part of Lot or Block 3 hereinafter described; thence West along a line 470.18 feet North from and parallel with the South line of lot of block 3, a distance of 100 feet to a point thence Northwardly to a point 21.04 feet South of the North line of the South 890 feet of Lot or Block 3 at a point 100 feet West of the West line of the East 15.32 feet of Lot or Block 3; thence East along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 100 feet to the West line of the East 15.32 feet of said Lot or Block 3; thence South along the West line of the East 15.32 feet aforesaid, a distance of 30 feet to the North line of the South 838.96 feet of said Lot or Block 3; thence West along the North line of the South 838.96 feet aforesaid, a distance of 80 feet to the West line of the East 95.32 feet of said Lot or Block 3; thence South along the West line of the East 95.32 feet aforesaid, a distance of 329.08 feet to the North line of the South 509.88 feet of said Lot or Block 3; thence East along the North line of the South 509.88 feet of said Lot or Block 3, to the West line of the East 15.32 feet aforesaid and thence South along the West line of the East 15.32 feet, aforesaid, a distance of 39.70 feet to the point of beginning as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easements for the benefit of part of Parcel SF3 as created by Construction and Easement Agreement and subject to its' terms dated August 30, 2002 by and among LaSalle Bank National Association as Trustee under Trust Agreement dated May 16, 1986 and known as Trust No. 11109 ("TAG Trust"), SJR Corporation, an Illinois corporation and LaSalle Bank National Association, as trustee under Trust Agreement dated March 27, 1986 and known as Trust No. 67013 dated August 30, 2002 and recorded September 5, 2002 as document number 0020976372, described as follows:

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Easement Parcel 11 (Hermitage South Parcel):

Easement for the ingress and egress, and to install, maintain, repair and replace utilities, over the East 21 feet of the following described tract of land:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds East 30.0 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the Easterly extension of the South line of Block 3 aforesaid; thence North 89 degrees 35 minutes 32 seconds West along said extension 21.0 feet to the point of beginning, in Cook County, Illinois.

Easement Parcel 12 (Hermitage North Parcel):

Easement for the ingress and egress over the East 21 feet of the following described tract of land:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Commencing at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West Parallel with the East line of Block 3, 509.94 feet to the point of beginning; thence North 89 degrees 59 minutes 55 seconds East 30.00 feet; thence North 00 degrees 00 minutes 05 seconds West 328.80 feet; thence North 89 degrees 31 minutes 28 seconds West 30.00 feet; thence South 00 degrees 00 minutes 05 seconds East 329.04 feet to the point of beginning, in Cook County, Illinois.

Easement Parcel 13:

Easement for ingress and egress created by plat thereof recorded August 1, 2003 as document number 0321318043 over and upon that part of the land described as follows:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a Parcel of land bounded and described as follows: commencing at the Southeast corner of said Lot or Block 3; thence North 00 degrees 00 minutes 05 seconds West along the East line of Block 3, 225.87 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 05 seconds West along the last described East line 28.00 feet; thence South 89 degrees 59 minutes 22 seconds West 142.83 feet to a point of curve; thence Northerly along an arc of a circle convex Southwesterly and having a radius of 30.00 feet for a distance of 47.13 feet to a point of tangency (the chord of said arc having bearing of North 45 degrees 00 minutes 22 seconds West and a distance of 42.43 feet); thence North 00 degrees 00 minutes 45 seconds West 51.99 feet; thence North 20 degrees 29 minutes 53 seconds West 6.17 feet; thence North 00 degrees 00 minutes 05 seconds West 476.94 feet to a point of curve; thence Northerly along an arc of a circle convex Northwesterly and having a radius of 10.00 feet, a distance of 15.71 feet to a point of tangency (the chord of said arc having a bearing of North 44 degrees 59 minutes 58 seconds East and having a distance of 14.14 feet); thence North 90 degrees 00 minutes 00 seconds East 73.67 feet; thence North 00 degrees 00 minutes 05 seconds West 11.07 feet; thence South 89 degrees 35 minutes 37 seconds East 76.00 feet; thence North 00 degrees 00 minutes 05 seconds West 30.00 feet; thence North 89 degrees 35 minutes 37 seconds West 76.00 feet; thence

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South 00 degrees 00 minutes 05 seconds East 11.20 feet; thence North 89 degrees 42 minutes 12 seconds West 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West 79.67 feet; thence South 00 degrees 00 minutes 05 seconds East 510.69 feet; thence South 04 degrees 22 minutes 26 seconds East 28.31 feet; thence South 00 degrees 00 minutes 05 seconds East 93.80 feet; thence North 89 degrees 59 minutes 22 seconds East 192.83 feet to the point of beginning, in Cook County, Illinois.



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