

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING SHOULD  
RETURNED TO:

STEPHEN M. ALDERMAN  
GARFIELD & MEREL, LTD  
SUITE 1010  
223 WEST JACKSON  
CHICAGO, ILLINOIS 60606



Doc#: 0410432085  
Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 04/13/2004 12:26 PM Pg: 1 of 12

SEE ATTACHED EXHIBIT A FOR  
ADDRESS AND TAX NUMBERS

## SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, dated the 29 day of March, 2004, by and between BANK ONE, N.A., as successor by merger with AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank"), and ELA ASSOCIATES, L.L.C., an Illinois limited liability company ("Ela), MAY ASSOCIATES, L.L.C., an Illinois limited liability company ("May"), CARROLL ASSOCIATES, L.L.C., an Illinois limited liability company ("Carroll"), KINZIE ASSOCIATES, L.L.C., an Illinois limited liability company ("Kinzie"), and FULTON CENTRE ASSOCIATES, L.L.C., an Illinois limited liability company ("Fulton") (collectively referred to herein as "Borrower").

### RECITALS:

WHEREAS, Borrower has previously executed in favor of Lender as:

- A. Mortgage and Security Agreement ("Mortgage") dated February 21, 2002 and recorded February 27, 2002 with the Cook County Recorder of Deeds as Document No. 0020230635, on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein, hereinafter referred to as the "Premises" (which Exhibit A only includes the Real Estate encumbered by the Mortgage as of the date hereof).
- B. Assignment of Rents and Leases ("Assignment of Rents") dated February 21, 2002 and recorded February 27, 2002, with the Cook County Recorder of Deeds as Document No. 0020230636.
- C. The Mortgage and Assignment of Rents have been Amended by that certain First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated April 11, 2003 and recorded May 16, 2003 with the Cook County Recorder of Deeds as Document No. 0313648013 (the "Amendment").

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The above documents are hereinafter jointly referred to as the "Loan Documents."

WHEREAS, the parties have agreed to modify the Loan Documents as described below.

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth.

2. The Mortgage is hereby modified by:

a. On the first page thereof deleting the phrase "no event later than March 1, 2005" and inserting in lieu thereof "no event later than March 31, 2008"; and

b. Adding the following introductory paragraph thereto immediately prior to the words "NOW THEREFORE, THIS MORTGAGE WITNESSETH:" on page 2 thereof:

WHEREAS, the Note as described above shall include, without limitation, that certain \$6,839,000.00 Mortgage Note dated April 11, 2003 as amended by First Amendment to Mortgage Note dated March 29, 2004 which reduces the principal amount of the Mortgage Note to \$6,629,000.00 and the Indebtedness Hereby Secured shall include, without limitation, all amounts due thereunder and it being acknowledged that this Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligations or to be made at the option of Mortgagee or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no Indebtedness Hereby Secured outstanding at the time any advance is made. The total amount of Indebtedness Hereby Secured may increase or decrease from time to time, but the total unpaid balance of the Indebtedness Hereby Secured (including disbursements which Mortgagee may make under this Mortgage, the Note or any other document with respect thereto) at any one time outstanding shall not exceed \$20,000,000.00. This Mortgage shall be valid and have priority to the extent of the Indebtedness Hereby Secured over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law

3. Laflin Associates, LLC is hereby released as an obligor under the Loan Documents. All other parties constituting Borrower are not released and remain obligated under the Loan Documents as amended hererby.

4. The parties hereto intend this instrument to operate as a modification of the Loan Documents and do not intend that a new mortgage or assignment of rents be created hereby.

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5. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof Borrower reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Borrower set forth in the Loan Documents.

6. In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the terms herein shall supersede and govern.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases as of the day and year first above written

ELA ASSOCIATES, L.L.C., an Illinois limited liability company

By: Carroll Avenue Associates, Ltd.

By: Thomas E. Conforte  
Its: President

CARROLL ASSOCIATES, L.L.C., an Illinois limited liability company

By: Comco, LLC

By: Thomas E. Conforte  
Its: Member

MAY ASSOCIATES, L.L.C., an Illinois limited liability company

By: Comco, LLC

By: Thomas E. Conforte  
Its: Member

FULTON CENTRE ASSOCIATES, L.L.C., an Illinois limited liability company

By: Comco, LLC

By: Thomas E. Conforte  
Its: MEMBER  
~~President~~

KINZIE ASSOCIATES, L.L.C., an Illinois limited liability company

By: Carroll Avenue Associates, Ltd.

By: Thomas E. Conforte  
Its: Member

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## BANK ONE, N.A. AS SUCCESSOR BY MERGER WITH AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: [Signature]  
Print or Type Name: Michael Kovacs  
Its: [Signature]

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

I, K. LUCZKIEWICZ, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CONFORTE, the \_\_\_\_\_ President of Carroll Avenue Associates, Ltd., an Illinois corporation, sole member of Ela Associates, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2007/4



[Signature]  
Notary Public

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

I, K. LUCZKIEWICZ, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CONFORTE, a member of Comco, LLC, an Illinois limited liability company, sole member of May Associates, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2007/4



[Signature]  
Notary Public

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, K. LUCZKIEWICZ, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CONFORTE, a member of Comco, LLC, an Illinois limited liability company, sole member of Carroll Associates, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2003 / 4



Kinga K Luczkiewicz  
Notary Public

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, K. LUCZKIEWICZ, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CONFORTE, \_\_\_\_\_ President of Carroll Avenue Associates, Ltd., an Illinois corporation, sole member of Kinzie Associates, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2003 / 4



Kinga K Luczkiewicz  
Notary Public

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, K. Luczkiewicz a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CONFORTE, a member of Comco, LLC, an Illinois limited liability company, sole member of Fulton Centre Associates, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2007.



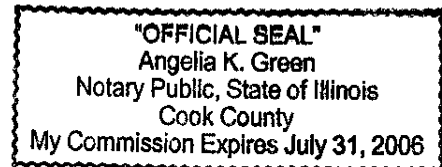
Kinga K. Luczkiewicz  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Angelia Green, a Notary Public in and for the County and State aforesaid, do hereby certify that Mike S. Knowles, a member of Bank One, N.A. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of March, 2007.

Angelia K. Green  
Notary Public



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CHICAGO TITLE INSURANCE COMPANY

**LOAN POLICY (1992)****SCHEDULE A (CONTINUED)**

ORDER NO.: ND6601904

## 5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 17, 18, 19, 20 AND 21 IN BLOCK 3 IN MAGIE AND HIGH'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 17-08-314-010-0000, 17-08-314-011-0000, 17-08-314-012-0000, 17-08-314-013-0000 AND 17-08-314-014-0000.

COMMONLY KNOWN AS 1234 WEST FULTON, CHICAGO, IL

~~PARCEL 2: LOTS 2, 3, 4, 5, 6 AND 7 IN BLOCK 10 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,~~

~~THE NORTH 1/2 OF THAT PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 2 AND EAST OF THE WEST LINE OF LOT 14 EXTENDED NORTH IN BLOCK 10 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,~~

~~THE EAST 16.0 FEET OF LOT 19 AND ALL OF LOTS 20 AND 21 IN BLOCK 9 IN SAID UNION PARK SECOND ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PERMANENT INDEX NUMBER 17-08-310-005-0000, 17-08-310-006-0000, 17-08-310-007-0000, 17-08-317-001-0000, 17-08-317-002-0000 AND 17-08-317-003-0000.~~

~~COMMONLY KNOWN AS 1431-1435 WEST FULTON, CHICAGO, IL~~

PARCEL 3: LOTS 1 TO 14, INCLUSIVE, AND THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 10, INCLUSIVE, AND LYING NORTH OF AND ADJOINING LOTS 11 AND 12, AFORESAID, IN S.F. GALE'S SUBDIVISION OF BLOCK 12 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,

THOSE PARTS OF LOTS 13, 14 AND 15 LYING SOUTH OF A LINE 10.0 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF CARROLL STREET LEAD TRACK, AND ALL OF LOTS 16 TO 26, INCLUSIVE, ALL IN THE SUBDIVISION OF BLOCK 7 OF CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

**LOAN POLICY (1992)  
SCHEDULE A (CONTINUED)**

ORDER NO.: ND6601904

THOSE PARTS OF THE EAST AND WEST AND NORTH AND SOUTH HERETOFORE VACATED ALLEYS (AS HERETOFORE VACATED BY DOCUMENT NUMBER 5115640 RECORDED JANUARY 20, 1913) LYING SOUTH OF A LINE 10.0 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE CARROLL STREET LEAD TRACK, IN SAID SUBDIVISION OF BLOCK 7; ALSO

THAT PART OF THE SOUTH 177.0 FEET (MEASURED PERPENDICULARLY) IN SAID SUBDIVISION OF BLOCK 7 (INCLUDING ALLEYS VACATED IN ACCORDANCE WITH DOCUMENT NUMBER 5115640 RECORDED JANUARY 20, 1913) ALL TAKEN AS TRACT; EXCEPTING FROM SAID TRACT THAT PART LYING SOUTH OF A LINE DRAWN 10.0 FEET SOUTHERLY OF AND PARALLEL TO THE CARROLL STREET LEAD TRACK, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 17-08-401-002-0000, 17-08-409-008-0000 AND 17-08-409-009-0000.

COMMONLY KNOWN AS 315 NORTH M.V., CHICAGO, IL

PARCEL 4: THE EAST 3 FEET 9 INCHES OF LOT 3 AND ALL OF LOTS 4, 5, 6 AND 7 IN THE SUBDIVISION OF LOTS 17 TO 21, INCLUSIVE, IN BLOCK 4 IN MAGIE AND HIGH'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 17-08-307-007-0000, 17-08-307-008-0000 AND 17-08-307-009-0000.

COMMONLY KNOWN AS 1238-1240 WEST CARROLL, CHICAGO, IL

PARCEL 5: THE SOUTH 8.0 FEET OF LOTS 3 AND 14 AND ALL OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13, TOGETHER WITH THE 12.0 FOOT EAST AND WEST VACATED ALLEY WHICH LIES NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 6, 7, 8, 9, 10 AND 11, AND TOGETHER WITH THAT PART OF THE NORTH AND SOUTH 18.0 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF SAID SOUTH 8.0 FEET OF LOT 3 AND LOTS 4 AND 5 AND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID SOUTH 8.0 FEET OF LOT 14 AND LOTS 12 AND 13, (EXCEPTING THEREFROM THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 5, 1998 AS DOCUMENT 99746121 DESCRIBED AS FOLLOWS: THE SOUTH 76.14 FEET OF THE EAST 84.88 FEET OF LOTS 6 AND 7, TAKEN AS A TRACT, AND ALSO EXCEPTING THE NORTH 0.58 FEET OF THE SOUTH 76.72 FEET OF THE EAST 84.63 FEET OF LOTS 6 AND 7, TAKEN AS A TRACT), ALL IN BLOCK 7 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 17-08-255-003-0000, 17-08-255-005-0000, 17-08-255-006-0000, 17-08-255-008-0000, 17-08-255-010-0000, 17-08-255-011-0000 AND 17-08-255-012-0000.

COMMONLY KNOWN AS 406 NORTH ABERDEED, CHICAGO, IL

PARCEL 6: THAT PART OF THE EAST 25 ACRES OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

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CHICAGO TITLE INSURANCE COMPANY

**LOAN POLICY (1992)  
SCHEDULE A (CONTINUED)**

ORDER NO.: ND6601904

MERIDIAN, TOGETHER WITH THAT PART OF LOT 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SAID SECTION 5, WITH THE WEST LINE OF THE EAST 2,342.35 FEET OF SAID EAST 1/2 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 2,342.35 FEET OF SAID EAST 1/2, A DISTANCE OF 320 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1,192 FEET OF SAID EAST 1/2; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 1,192 FEET, A DISTANCE OF 186.43 FEET TO A POINT OF CURVE; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 397.91 FEET, AND BEING TANGENT TO THE LAST DESCRIBED LINE, (THE NORTHWESTERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS LOCATED ON THE NORTHEASTERLY LINE OF THE PROPERTY CONVEYED TO THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 26, 1958 AS DOCUMENT NUMBER 17299982, SAID NORTHWESTERLY TERMINUS BEING 2,738.71 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5, AND 260.05 FEET SOUTH FROM A WESTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 872 FEET OF SAID EAST 1/2 OF SECTION 5), A DISTANCE OF 163.24 FEET TO A POINT WHICH IS 1,159.03 FEET SOUTH FROM THE NORTH LINE OF THE NORTHWEST 1/4 AND 2,687.42 FEET WEST FROM THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 5; (SAID LAST DESCRIBED POINT BEING THE POINT OF INTERSECTION OF THE LAST DESCRIBED ARC WITH THE ARC OF ANOTHER CIRCLE, WHICH IS CONVEX TO THE WEST AND HAS A RADIUS OF 624 FEET AND WHICH EXTENDS SOUTHWARDLY FROM A POINT WHICH IS 1,126.28 FEET SOUTH FROM THE NORTH LINE OF THE NORTHWEST 1/4 AND 2,685.69 FEET WEST FROM THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 5, TO A POINT WHICH IS 1,352.28 FEET SOUTH FROM THE NORTH LINE OF THE NORTHWEST 1/4 AND 2,662.13 FEET WEST FROM THE EAST LINE OF THE EAST 1/2 OF SECTION 5); THENCE NORTHWARDLY ALONG THE ARC OF SAID LAST DESCRIBED CIRCLE A DISTANCE OF 32.80 FEET TO SAID POINT WHICH IS 1,126.28 FEET SOUTH FROM THE NORTH LINE OF THE NORTHWEST 1/4 AND 2,685.69 FEET WEST FROM THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTHWARDLY ALONG A STRAIGHT LINE (THE NORTHERLY TERMINUS OF WHICH IS A POINT ON A WESTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SECTION 5, WHICH IS 2,665.48 FEET WEST FROM SAID EAST LINE OF THE EAST 1/2 OF SECTION 5), A DISTANCE OF 235 FEET TO A POINT WHICH IS 20 FEET, MEASURED ALONG SAID STRAIGHT LINE, SOUTHERLY FROM SAID NORTHERLY TERMINUS; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 29.36 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5 WITH THE SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SAID SECTION 5 AND THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 872 FEET AFORESAID, A DISTANCE OF 303.13 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2: PERPETUAL EASEMENT APPURTENANT FOR INGRESS AND EGRESS AND PERPETUAL EXCLUSIVE EASEMENT FOR PARKING OF FULL SIZED AMERICAN AUTOMOBILES FOR THE BENEFIT OF PARCEL 3A, AS CREATED BY PARKING AND ACCESS EASEMENT AGREEMENT GRANT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 29, 1991 AND KNOWN AS TRUST NUMBER 114727-01, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1989 AND KNOWN AS TRUST NUMBER 107615-00, DATED NOVEMBER 27, 1991 AND RECORDED NOVEMBER 29, 1991 AS DOCUMENT 91627735, AND MODIFIED BY THE DOCUMENT RECORDED AS DOCUMENT NO. 92130651, OVER THE FOLLOWING DESCRIBED LAND:

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CHICAGO TITLE INSURANCE COMPANY

**LOAN POLICY (1992)****SCHEDULE A (CONTINUED)**

ORDER NO.: ND6601904

(INGRESS AND EGRESS EASEMENT) A PARCEL OF LAND IN THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 2745.72 FEET WEST FROM THE EAST LINE OF SAID SECTION 5 AND WHICH IS ON A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF SAID EAST 1/2 OF SECTION 5 (SAID POINT BEING THE POINT OF INTERSECTION OF SAID WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SECTION 5 WITH A STRAIGHT LINE WHICH EXTENDS SOUTHWARDLY FROM A POINT WHICH IS 778.60 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,738.29 FEET WEST FROM THE EAST LINE OF SAID SECTION 5, TO A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4, AND WHICH IS ALSO 2765.43 FEET WEST FROM THE EAST LINE OF SAID SECTION 5, SAID STRAIGHT LINE BEING ALSO THE WESTERLY LINE OF SOUTH RACINE AVENUE AS ACQUIRED BY THE CITY OF CHICAGO) AND RUNNING THENCE SOUTHWARDLY ALONG THE LAST DESCRIBED STRAIGHT LINE, BEING SAID WESTERLY LINE OF SAID SOUTH RACINE AVENUE, A DISTANCE OF 65.09 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED STRAIGHT LINE, BEING SAID WESTERLY LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 74.40 FEET; THENCE WESTWARDLY ALONG A STRAIGHT LINE (WHICH STRAIGHT LINE, IF EXTENDED WEST, WOULD INTERSECT A LINE WHICH HAS A SOUTHERLY TERMINUS OF 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 AND WHICH HAS A NORTHERLY TERMINUS OF 979.57 FEET SOUTH FROM SAID NORTH LINE AND 358.17 FEET WEST FROM SAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 5, WHICH POINT OF INTERSECTION IS 20.47 FEET, AS MEASURED ALONG SAID LINE, NORTHWESTWARDLY OF SAID SOUTHERLY TERMINUS) A DISTANCE OF 204.00 FEET; THENCE NORTHWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.00 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 163.35 FEET, TO A POINT WHICH IS 42.54 FEET, MEASURED ALONG SAID LINE, WEST OF SAID WESTERLY LINE OF SOUTH RACINE AVENUE; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 54.95 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY LINE OF SOUTH RACINE AVENUE; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 24.08 FEET TO THE POINT OF BEGINNING;

(PARKING EASEMENT) A PARCEL OF LAND IN THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 2,745.72 FEET WEST FROM THE EAST LINE OF SAID SECTION 5 AND WHICH IS ON A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF SAID EAST 1/2 OF SECTION 5 (SAID POINT BEING THE POINT OF INTERSECTION OF SAID WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SECTION 5 WITH A STRAIGHT LINE WHICH EXTENDS SOUTHWARDLY FROM A POINT WHICH IS 778.60 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,738.29 FEET WEST FROM THE EAST LINE OF SAID SECTION 5, TO A POINT WHICH IS 1,120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4, AND WHICH IS ALSO 2,765.43 FEET WEST FROM THE EAST LINE OF SAID SECTION 5), AND RUNNING THENCE SOUTHWARDLY ALONG SAID LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 139.49 FEET TO THE POINT OF BEGINNING FOR SAID PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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## CHICAGO TITLE INSURANCE COMPANY LOAN POLICY (1992) SCHEDULE A (CONTINUED)

ORDER NO.: ND6601904

SOUTHWARDLY ALONG SAID STRAIGHT LINE A DISTANCE 109.27 FEET TO SAID POINT WHICH IS 1,120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, AND HAVING A RADIUS OF 704.00 FEET, A DISTANCE OF 72.68 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1,136.28 FEET, (SAID POINT OF INTERSECTION BEING 1,192.77 FEET SOUTH FROM THE NORTH LINE AND 121.69 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5), THENCE NORTHWESTWARDLY ALONG SAID LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 194.82 FEET TO A POINT WHICH IS 1,041.44 FEET SOUTH FROM THE NORTH LINE AND 243.73 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 45.81 FEET TO AN INTERSECTION WITH A STRAIGHT LINE EXTENDING SOUTHEASTWARDLY FROM A POINT 1,025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, TO A POINT WHICH IS 1,070.39 FEET SOUTH FROM THE NORTH LINE AND 258.16 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, SAID POINT OF INTERSECTION BEING 24.06 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY TERMINUS OF SAID STRAIGHT LINE; THENCE NORTHWESTWARDLY ALONG SAID LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 24.06 FEET TO SAID NORTHWESTERLY TERMINUS, BEING THAT POINT WHICH IS 1,025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, THE NORTHWESTERLY TERMINUS OF WHICH IS A POINT WHICH IS 979.57 FEET SOUTH FROM THE NORTH LINE AND 358.17 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 20.47 FEET, AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 211.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

(ADDITIONAL PARKING EASEMENT) A PARCEL OF LAND IN THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 2745.72 FEET WEST FROM THE EAST LINE OF SAID SECTION 5 AND WHICH IS ON A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF SAID EAST 1/2 OF SECTION 5 (SAID POINT BEING THE POINT OF INTERSECTION OF SAID WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872 FEET OF THE EAST 1/2 OF SECTION 5 WITH A STRAIGHT LINE WHICH EXTENDS SOUTHWARDLY FROM A POINT WHICH IS 778.60 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2735.29 FEET WEST FROM THE EAST LINE OF SAID SECTION 5, TO A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4, AND WHICH IS ALSO 2765.43 FEET WEST FROM THE EAST LINE OF SAID SECTION 5, SAID STRAIGHT LINE BEING ALSO THE WESTERLY LINE OF SOUTH RACINE AVENUE AS ACQUIRED BY THE CITY OF CHICAGO) AND RUNNING THENCE SOUTHWARDLY ALONG THE LAST DESCRIBED STRAIGHT LINE, BEING SAID WESTERLY LINE OF SAID SOUTH RACINE AVENUE, A DISTANCE OF 139.49 FEET; THENCE WESTWARDLY ALONG A STRAIGHT LINE (WHICH STRAIGHT LINE, IF EXTENDED WEST WOULD INTERSECT A LINE WHICH HAS A SOUTHERLY TERMINUS OF 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 AND WHICH HAS A NORTHERLY TERMINUS OF 979.57 FEET SOUTH FROM SAID NORTH LINE AND 358.17 FEET WEST FROM SAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 5, WHICH POINT OF INTERSECTION IS 20.47 FEET, AS MEASURED ALONG SAID LINE, NORTHWESTWARDLY OF SAID SOUTHERLY TERMINUS) A DISTANCE OF 119.93 FEET; THENCE NORTHWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTHWARDLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 20.00

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CHICAGO TITLE INSURANCE COMPANY

## LOAN POLICY (1992)

## SCHEDULE A (CONTINUED)

ORDER NO.: ND6601904

FEET; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 63.00 FEET; THENCE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER 20-05-102-030-0000 AND 20-05-200-024-0000

COMMONLY KNOWN AS 1151 WEST 40TH STREET, CHICAGO, IL

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.