

RT43477  
(4044)  
WHEN RECORDED MAIL TO:

MILA, INC.  
6021 244TH STREET SW  
MOUNTLAKE TERRACE, WASHINGTON 98043-5400



Doc#: 0516804056  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 06/17/2005 10:54 AM Pg: 1 of 8

This instrument was prepared by:

MILA, Inc., d/b/a Mortgage Investment Lending Associates, Inc.  
(Name)  
6021 244th Street SW  
Mountlake Terrace, Washington 98043-5400  
(Address)

## MORTGAGE

Loan Number 2005-05-25-00347-S  
MERS Number 100175200002440736

THIS MORTGAGE is made this 10TH day of JUNE, 2005, between the Mortgagor, MARIA GUTIERREZ, AN UNMARRIED WOMAN (herein "Borrower"), and the Mortgagee, MILA, INC., D/B/A MORTGAGE INVESTMENT LENDING ASSOCIATES, INC., a corporation organized and existing under the laws of WASHINGTON, whose address is 6021 244TH STREET SW, MOUNTLAKE TERRACE, WASHINGTON 98043-5400 (herein "Lender"). "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$56,980.00, which indebtedness is evidenced by Borrower's note dated JUNE 10, 2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JULY 1, 2025;

### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COOK, State of ILLINOIS:

PLEASE SEE ATTACHED LEGAL DESCRIPTION, ATTACHED HERETO AND MADE PART HEREOF.

Tax Parcel Number 09-11-101-077-0000

THIS SECURITY INSTRUMENT IS JUNIOR AND SUBORDINATE TO THAT CERTAIN SECURITY INSTRUMENT IN FAVOR OF MILA, Inc., IN THE ORIGINAL AMOUNT OF \$227,920.00 RECORDED UNDER AUDITOR'S NUMBER \_\_\_\_\_.

which has the address of 428 GLENDALE ROAD, GLENVIEW,

Illinois 60025 (herein "Property Address");  
[Street] [City]  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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**6. Preservation and Maintenance of Property; Leaseholds, Condominiums, Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.



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**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
\_\_\_\_\_  
MARIA GUTIERREZ

-Borrower

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, Rachael A Britton, a Notary Public in and for said county and state, do hereby certify that **MARIA GUTIERREZ, AN UNMARRIED WOMAN** personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 5 he signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of June, 2005.

My Commission expires: 8/28/05



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

[Space Below This Line Reserved For Lender and Recorder]

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NANCY NOWAK SANDER As An Agent For  
Fidelity National Title Insurance Company  
1941 Rohlwing Road Rolling Meadows, IL 60008

## ALTA Commitment Schedule A1

File No.: RTC43477

Property Address: 428 GLENDALE ROAD,  
GLENVIEW IL 60025

### Legal Description:

PARCEL 1: THE SOUTHERLY 23.91 FEET OF THE NORTHERLY 72.38 FEET OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 167.48 FEET CHORD MEASURE; THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CHORD A DISTANCE OF 201.5 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED CONTINUING EASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO SAID CHORD, A DISTANCE OF 64.0 FEET; THENCE SOUTHERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 140.50 FEET, MORE OR LESS, TO A CURVED LINE 34.5 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION (SAID LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 919.48 FEET AND CONCAVE NORTHERLY); THENCE WESTERLY ALONG SAID LAST DESCRIBED CURVED LINE A DISTANCE OF 64.0 FEET, MORE OR LESS, TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL WITH THE EAST LINE OF SAID TRACT; THENCE NORTHERLY 142.0 FEET MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 34.5 FEET, MORE OR LESS, CHORD MEASURE (SAID CHORD FOR PURPOSE OF THIS LEGAL

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DESCRIPTION HAVING A BEARING NORTH 4 DEGREES EAST) TO A CURVED LINE 34.5 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION (SAID LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 1794.5 FEET AND CONCAVE SOUTHERLY); THENCE EASTERLY ALONG SAID LAST DESCRIBED CURVED LINE 183.35 FEET TO A POINT OF REVERSE CURVE AND CONTINUING ALONG A CURVED LINE CONCAVE NORTHERLY HAVING A RADIUS OF 919.48 FEET AND BEING 34.5 FEET NORTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION. A DISTANCE OF 75.64 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, CONTINUING THENCE EASTERLY ALONG THE LAST DESCRIBED CURVED LINE A DISTANCE OF 12.50 FEET THENCE SOUTH 41 DEGREES EAST A DISTANCE OF 48.0 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANY'S GARDEN SUBDIVISION (SAID NORTHERLY LINE AT THIS POINT BEING A CURVED LINE CONCAVE NORTHERLY AND HAVING A RADIUS OF 953.98 FEET); THENCE WESTERLY ALONG SAID NORTHERLY LINE OF GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION A DISTANCE OF 12.5 FEET, MORE OR LESS, TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 41 DEGREES EAST; THENCE NORTH 41 DEGREES WEST, A DISTANCE OF 48.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT '1' THERETO ATTACHED DATED NOVEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 AND, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231, AND AS CREATED BY THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470, AND AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231 TO PACIFIC ISLES LIMITED DATED FEBRUARY 2, 1962 AND RE-RECORDED MARCH 30, 1962 AS DOCUMENT NUMBER 18436282, IN COOK COUNTY, ILLINOIS.

(A) FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS THE AREAS ENCLOSED BY BROKEN LINES OR A COMBINATION OF BROKEN LINES OR SOLID LINES NECESSARY FOR NORMAL AND REASONABLE USE, AS SHOWN ON THE PLAT OF SURVEY RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 AND IDENTIFIED AS EXHIBIT "A" (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1, AFORESAID).

(B) FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES OVER AND ACROSS ALL PARKING PARCELS AND ALSO THOSE AREAS LABELED GLENDALE ROAD AND GLENSHIRE ROAD, NECESSARY FOR NORMAL AND REASONABLE USE, AS SHOWN ON THE PLAT OF SURVEY RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 AND IDENTIFIED AS EXHIBIT "1" (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2, AFORESAID) IN COOK COUNTY, ILLINOIS, ALSO; ALL OF THE ABOVE FALLS IN THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER



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6022131 DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50.0 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 AND AT A POINT ON SAID LINE 159.76 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EAST OF A LINE 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD; THENCE SOUTH ALONG A LINE MAKING AN ANGLE WITH THE LAST DESCRIBED LINE OF 89 DEGREES, 53 MINUTES, 15 SECONDS MEASURED FROM WEST TO SOUTH A DISTANCE OF 265.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 200.0 FEET, MORE OR LESS, TO A LINE (HEREINAFTER CALLED THE EASTERLY LINE OF GREENWOOD ROAD) 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF GREENWOOD ROAD (SAID EASTERLY LINE AT THIS POINT BEING A CURVED LINE CONCAVE EASTERLY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 334.90 FEET CHORD MEASURE TO A POINT; THENCE EASTERLY ALONG A CURVED LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1760.0 FEET A DISTANCE OF 160.0 FEET CHORD MEASURE TO A POINT OF REVERSE CURVE (THE TANGENT TO SAID LAST DESCRIBED CURVED LINE BEING AT RIGHT ANGLES TO A LINE TANGENT TO THE EASTERLY LINE OF GREENWOOD ROAD, THROUGH THE LAST DESCRIBED POINT ON SAID EASTERLY LINE); THENCE EASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 953.98 FEET AND CONCAVE NORTHERLY A DISTANCE OF 361.76 FEET CHORD MEASURE TO A LINE 326.0 FEET (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION 11) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG THE SAID LAST DESCRIBED PARALLEL LINE 597.0 FEET TO A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE 292.48 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**Permanent Index No.:** 09-11-101-077-0000