

UNOFFICIAL COPY

This Release of Easement, Partial Release of Easement, and Grant of Access Easement is being re-recorded to reflect the correction of Exhibit D.

THIS INSTRUMENT WAS PREPARED BY AND MAIL AFTER RECORDING TO:

David B. Allswang, Esq.
Duane Morris LLP
227 West Monroe Street
Suite 3400
Chicago, Illinois 60606

Doc#: 0508042323
Eugene "Gene" Moore Fee: \$64.00
Cook County Recorder of Deeds
Date: 03/21/2006 02:12 PM Pg: 1 of 16



Doc#: 0526239063 Fee: \$54.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/19/2005 01:48 PM Pg: 1 of 16

Property of Cook County Clerk

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RELEASE OF EASEMENT, PARTIAL RELEASE OF EASEMENT AND GRANT OF ACCESS EASEMENT

N/k/a AMALGAMATED BANK OF CHICAGO

This RELEASE OF EASEMENT, PARTIAL RELEASE OF EASEMENT AND GRANT OF ACCESS EASEMENT (the "Release") is made this 16th day of March, 2005 by BANKFINANCIAL, F.S.B., not personally but solely as trustee under trust agreement dated the 16th day of February, 2005 and known as trust number 010813 ("3830-38 Trust"), AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as trustee under trust agreement dated January 19, 1994 and known as trust number 5610 ("3800 Trust") and BANCO POPULAR NORTH AMERICA, as successor trustee to Pioneer Bank and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 18, 1983 and known as trust number 23532 ("Pacini").

RECITALS:

A. The 3800 Trust is the sole owner of the real property located at 3800 W. Dempster in Skokie, Illinois, which parcel is legally described on Exhibit "A", attached hereto and made a part hereof, and referred to thereon and herein as the "3800 Parcel".

B. By virtue of the acquisition immediately prior to the recording hereof of the property commonly known as 3830-3838 W. Dempster in Skokie, Illinois, the 3830-38 Trust is the sole owner of the real property located at such address, which parcel is legally described on Exhibit "B", attached hereto and made a part hereof, and referred to thereon and herein as the "3830-38 Parcel".

C. Pacini is the sole owner of the real property lying to the west of and contiguous with the 3830-38 Parcel, which parcels are commonly known as 3850 W. Dempster and 3900 W. Dempster, in Skokie, Illinois and are legally described on Exhibit "C", attached hereto and made a part hereof, and referred to collectively thereon and herein as the "Pacini Parcel".

Box 400-CTCC

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.
DUANE, MORRIS LLC

ATTORNEY

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D The Pacini Parcel, 3830-38 Parcel and other real property are encumbered by that certain Driveway Easement (the "Driveway Easement") dated October 1, 1981 and recorded with the Cook County Recorder of Deeds on October 16, 1981 as document number 26029806, which Driveway Easement, inter alia, grants an easement (the "Easement") for ingress, egress and parking for the benefit of the 3800 Parcel, as more particularly set forth in the "First" paragraph therein.

E The beneficial owners of the 3830-38 Parcel and the Pacini Parcel have agreed that it is in the mutual best interest of the parties to release and partially release certain of the easements contained in the Driveway Easement, and for the 3830-38 Trust to grant an access easement to Pacini all in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the terms, conditions, agreements, and limitations contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 3830-38 Trust, the 3800 Trust and Pacini hereby agrees as follows:

1. Partial Release by the 3800 Trust and the 3830-38 Trust For and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged the 3800 Trust and 3830-38 Trust do hereby remise, release, convey, and quit claim unto Pacini, any and all right, title, interest, easements, claim or demand which the 3800 Trust and the 3830-38 Trust may have acquired with respect to the Pacini Parcel, including those easement rights set forth in the Driveway Easement but excluding the right to reimbursement provided in Paragraph 4 below. Nothing herein shall be deemed a partial or full release of the Easement over the 3830-3838 Parcel and the Easement over such parcel shall continue in full force and effect for the benefit of the 3800 Parcel. Accordingly, from and after the date hereof, the "Third" paragraph in the Driveway Easement shall be null and void and of no further force or effect.

2. Release by Pacini For and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, Pacini does hereby remise, release, convey, and quit claim unto the 3800 Trust, any and all the right, title, interest, easements, claim or demand which Pacini may have acquired with respect to the 3800 Parcel other than those rights, interests, easements, claims or demands specifically provided in this Release, provided that the foregoing shall in no event be deemed an acknowledgement by the 3800 Trust that any such right, title, interest, easements, claim or demand had been granted. Additionally, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, Pacini does hereby remise, release, convey, and quit claim unto the 3830-38 Trust any and all the right, title, interest, easements, claim or demand which Pacini may have acquired with respect to the 3830-38 Parcel including any easements granted to Pacini under the Driveway Easement or otherwise but excluding those rights, interests easements, claims or demands specifically provided in this Release, provided that the foregoing shall in no event be deemed an acknowledgement by the 3830-38 Trust that any such right, title, interest, easements, claim or demand had been granted.

3. No Release Notwithstanding anything herein to the contrary, nothing herein shall be deemed to impair the validity or enforceability of any easement rights granted in the Driveway Easement to the 3800 Trust over the 3830-38 Parcel and there is no intent by the parties hereto to merge such rights.

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4. Access Easement over 3830-38 Parcel

(a) The 3830-38 Trust, for itself and its successors in title to all or any portion of the 3830-38 Parcel, hereby grants and conveys to Pacini and all owners, occupants and permittees of the Pacini Parcel from time to time a non-exclusive, perpetual easement appurtenant to the Pacini Parcel, over, upon and across the portion of the 3830-38 Parcel cross hatched on Exhibit "D" labeled Access Easement and as legally described on Exhibit "E" for purposes of vehicular passage, ingress to, egress from and access from the Pacini Parcel over the Access Easement to the public road presently known as Dempster Avenue. Pacini and the 3830-38 Trust recognize that delivery trucks, in order to utilize the easement provided for in this Section 4(a), may need to travel over, upon and across those parking spaces that are cross hatched on Exhibit "D" (the "Access Spaces") and the Access Spaces are cross hatched solely in connection therewith. Notwithstanding anything herein to the contrary, neither Pacini nor any owners, occupants or permittees of the Pacini Parcel shall have the right to park in any of the Access Spaces or any other parking spaces located on the 3830-38 Parcel. Further, nothing herein shall prohibit the 3830-38 Trust and all owners, occupants and permittees of the 3830-38 Parcel (including all owners, occupants and permittees of the 3800 Parcel by virtue of the Driveway Easement) from parking in any or all of the Access Spaces and the parking by any of such parties in any or all of the Access Spaces shall not be deemed a violation of the easement granted herein, provided, however, the 3830-38 Trust agrees not to intentionally and purposely interfere with Pacini's right to use the Access Easement as contemplated herein. The 3830-38 Trust agrees to use good faith efforts to prevent trucks or oversized vehicles (including construction vehicles, except during any period of construction [not to exceed 30 days] on the 3830-38 Parcel) from parking in the Access Spaces. The 3830-38 Trust additionally agrees not to place any signage or devices on or in the Access Easement that will negatively affect the visibility of the improvements on the Pacini Parcel with the exception of traffic directionals.

(b) The 3830-38 Trust shall repair and maintain, at its sole cost and expense, the Access Easement and Pacini shall not be responsible to pay for any portion of the cost to repair and maintain the Access Easement except to the extent that Pacini or its agents, contractors or employees damage any of the Access Easement and except as otherwise set forth in the following sentence. Pacini shall reimburse the 3830-38 Trust for Pacini's prorata share (calculated by dividing the square footage of the Pacini Parcel by the sum of (i) the square footage of the Pacini Parcel, plus (ii) the square footage of the 3830-38 Parcel, plus (iii) the square footage of the 3800 Parcel) of all costs incurred by the 3830-38 Trust in connection with the maintenance, repair and replacement of the Access Easement, within thirty (30) days of its receipt from the beneficial owner of 3830-38 Parcel of an invoice, together with proof of such expenditures as have been incurred by the beneficial owner of the 3830-38 Parcel in carrying out such maintenance, repair and replacement. Notwithstanding the foregoing, Pacini shall have no obligation to pay any portion of the cost of replacement of the Access Easement to the extent that such replacement is necessitated by other construction undertaken with respect to the 3800 Parcel or the 3830-3838 Parcel.

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(c) Notwithstanding anything to the contrary contained in this Release, the 3830-38 Trust may relocate or reconfigure the Access Easement provided that such reconfiguration and/or relocation does not eliminate or unreasonably reduce or impair, for any material duration, Pacini Parcel's access to and from Dempster Avenue across said Access Easement (as relocated), provided that the parties agree that any relocation or reconfiguration required as a result of construction work being performed on the 3830-38 Parcel during the period of such construction shall not be deemed an unreasonable reduction or impairment for any material duration of Pacini Parcel's access to or from Dempster Street, so long as the period of such construction does not exceed 30 days

(d) In the event that the Village of Skokie or any other governmental authority of competent jurisdiction requires the relocation of the entrance driveway within the Access Easement, the 3830-Trust agrees to grant a replacement access easement to Pacini providing similar ingress, egress and access to the Pacini Parcel to/from Dempster Avenue as that provided by the Access Easement. In such case, the replacement access easement shall be considered the Access Easement for purposes of this Release

5. **Binding Effect** This Release shall be binding upon Pacini, the 3800 Trust and the 3830-38 Trust, the respective beneficial owners thereof and their successors and assigns, and shall inure to the benefit of such parties. This Release contains the entire agreement and understanding of the parties hereto and supersedes all other agreements and understandings, whether oral or written, with respect to the subject matter hereof

6. **Further Acts** The parties hereto agree to perform any further acts and to execute any further documents or instruments that may be reasonably necessary to carry out the terms and provisions of this Release.

7. **Governing Law** This Release shall be governed by and construed and enforced in accordance with the laws of the State of Illinois

8. **Costs of Enforcement** In the event of any action or proceeding at law or in equity between Pacini, the 3800 Trust and/or the 3830-38 Trust (or the respective beneficial owners thereof and their respective successors and assigns) related to this Release, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees relating to such litigation.

(signatures on following page)

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IN WITNESS WHEREOF, this Release is executed this 10th day of March, 2005

OWNER OF 3800 PARCEL:

AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as trustee under trust agreement dated January 19, 1994 and known as trust number 5610

By: _____
Name: _____
Its: _____

OWNER OF 3830-38 PARCEL:

BANK FINANCIAL, F.S.B., not personally but solely as trustee under trust agreement dated the 16th day of February, 2005 and known as trust number 010813

By: _____
Name: _____
Its: _____

OWNER OF PACINI PARCEL:

**North Star Trust Company as Successor Trustee
BANCO POPULAR NORTH AMERICA, as successor trustee to Pioneer Bank and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 18, 1983 and known as trust number 23532**

By: Maritza Castillo
Name: Maritza Castillo
Its: TRUST OFFICER

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 23532. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State, do hereby certify that Maritza Castillo, Trust Officer of BANCO POPULAR NORTH AMERICA, 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 she signed, sealed, and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of Banco Popular North America, as successor trustee to Pioneer Bank and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 18, 1983 and known as trust number 23532, for uses and purposes therein set forth.

GIVEN under my hand and seal this 28th day of Feb, 2005.

Carol Castillo
NOTARY PUBLIC

Commission Expires _____



UNOFFICIAL COPY

IN WITNESS WHEREOF, this Release is executed ^{As of} this 18th day of MARCH, 2005.

OWNER OF 3800 PARCEL:

AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as trustee under trust agreement dated January 19, 1994 and known as trust number 5610

By: _____
Name: _____
Its: _____

OWNER OF 3830-38 PARCEL:

This instrument is executed by *BankFinancial, F.S.B.*, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said *BankFinancial, F.S.B.*, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on *BankFinancial, F.S.B.*

BANKFINANCIAL, F.S.B., not personally but solely as trustee under trust agreement dated the 16th day of February, 2005 and known as trust number 010813

By: [Signature]
Name: Kimberly M. Kuch
Its: Trust Officer
[Signature] Asst. Trust Officer

OWNER OF PACINI PARCEL:

BANCO POPULAR NORTH AMERICA, as successor trustee to Pioneer Bank and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 18, 1983 and known as trust number 23532

By: _____
Name: _____
Its: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Trust Officer~~, the ~~Asst. Trust Officer~~ of BANKFINANCIAL, F.S.B., not personally but solely as trustee under trust agreement dated the 16th day of February, 2005 and known as trust number 010813, and 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 as such , he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act of said land trust, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 16 day of March, 2005



Joanne Hill
NOTARY PUBLIC
Commission Expires 12-31-07

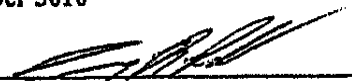
UNOFFICIAL COPY

IN WITNESS WHEREOF, this Release is executed this ^{As of} 18th day of March, 2005.

This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED BANK OF CHICAGO are undertaken by it solely as trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

OWNER OF 3800 PARCEL:

AMALGAMATED BANK OF CHICAGO *flmla*
AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as trustee under trust agreement dated January 19, 1994 and known as trust number 5610

By: 
Name: IRVING B. POLAKOW
Its: SENIOR VICE PRESIDENT

OWNER OF 3830-38 PARCEL:

BANKFINANCIAL, F.S.B., not personally but solely as trustee under trust agreement dated the 16th day of February, 2005 and known as trust number 010813

By: _____
Name: _____
Its: _____

OWNER OF PACINI PARCEL:

BANCO POPULAR NORTH AMERICA, as successor trustee to Pioneer Bank and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 18, 1983 and known as trust number 23532

By: _____
Name: _____
Its: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

* AMALGAMATED BANK OF CHICAGO *S/K/L*
* IRVING B. POLAKOW

I, JOAN M. DICOSOLA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Irving B. Polakow, the ~~SENIOR VICE PRESIDENT~~ of AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as trustee under trust agreement dated January 19, 1994 and known as trust number 5610 and 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 as such Irving B. Polakow, he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act of said land trust, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 16th day of March, 2005.

OFFICIAL SEAL
JOAN M. DICOSOLA
Notary Public, State of Illinois
My Commission Expires 08/14/06

Joan M. Dicosola

NOTARY PUBLIC

Commission Expires 8-14-06

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EXHIBIT A

Legal Description of 3800 Parcel

PARCEL 1:

LOTS 36 TO 39 BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS, AND THE PART OF LOT 35 AND ADJACENT VACATED ALLEY, LYING EAST OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT POINT ON THE SOUTH LINE OF SAID LOT 35, 17 22 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 35, THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14 02 FEET EAST OF THE WEST LINE OF SAID LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALSO THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 40, 15 24 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 40, THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 13 13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A ROTH AND COMPANY'S TURNER WOOD SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2.

LOTS 41 AND 42 AND THAT PART OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOT TOGETHER WITH THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING EAST OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT A POINT AT THE SOUTH LINE OF SAID LOT 40, 16.24 FEET EAST OF THE SOUTH WEST CORNER, THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF VACATED ALLEY, 13 13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-14-310-055-0000
10-14-310-056-0000

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EXHIBIT B

Legal Description of 3830 - 38 Parcel

LOTS 26 TO 34, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35, 17 22 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 35, THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED ALLEY, 14 02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN - 10-14-310-062-0000
10-14-310-063-0000

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EXHIBIT C

Legal Description of Pacini Parcel

THE EAST 1/2 OF LOT 4, LOTS 5, 6 AND 7 IN BLOCK 2 AND THE WEST HALF OF VACATED SPRINGFIELD AVENUE LYING BETWEEN LOT 7 IN BLOCK 2 AND LOT 20 IN BLOCK 1, AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS AND STREETS IN HARRY A ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

LOTS 20 THRU 25 (BOTH INCLUSIVE), ALL IN BLOCK 1, AND THE EAST HALF OF VACATED SPRINGFIELD AVENUE LYING BETWEEN LOT 7 IN BLOCK 2 AND LOT 20 IN BLOCK 1, AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS AND STREETS IN HARRY A ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN - 10-14-310-0670000
10-14-309-070-0000

Cook County Clerk's Office

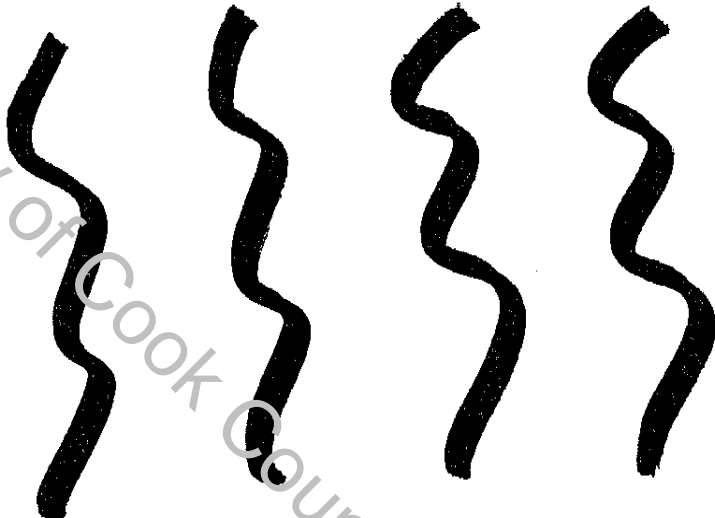
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EXHIBIT D

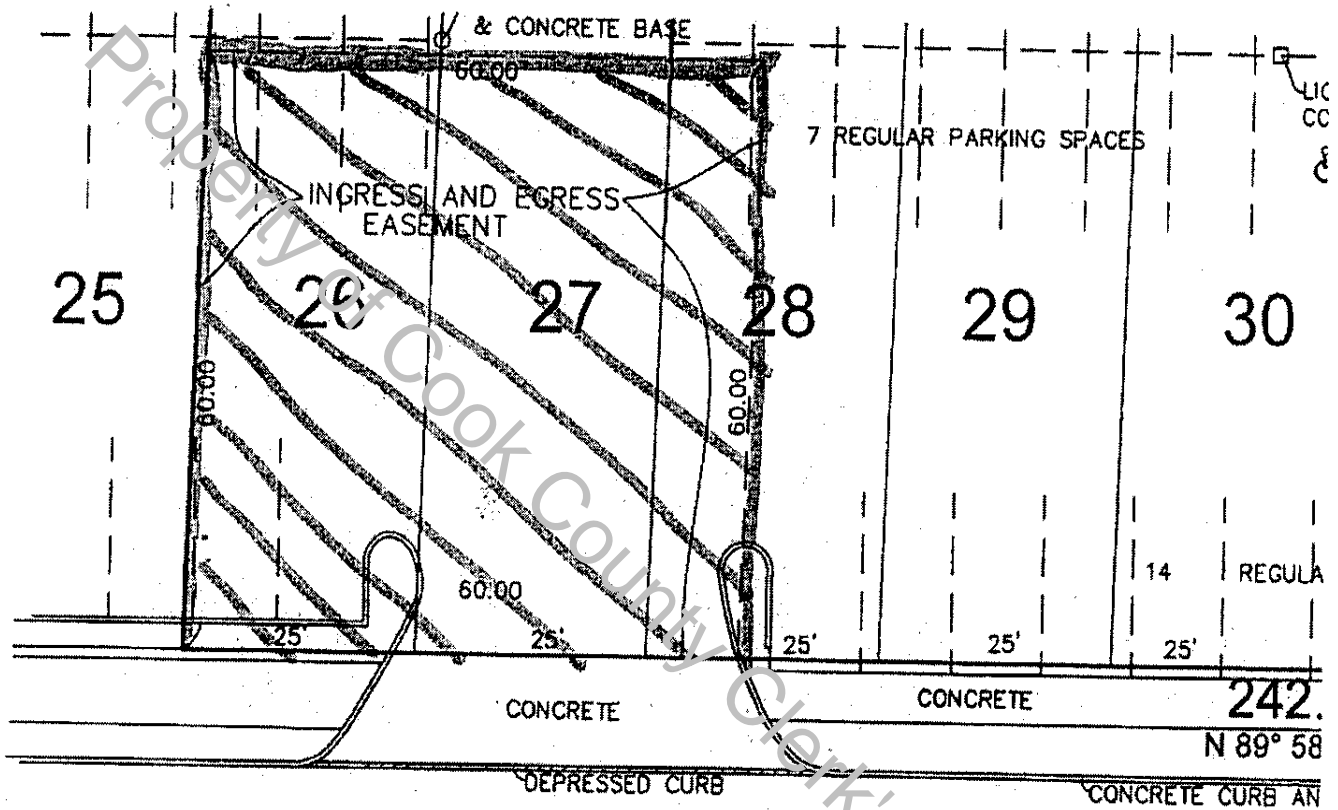
Depiction of Access Easement

See Attached

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ASPHALT PAVEMENT
DEMPST

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EXHIBIT E

Legal Description of Access Easement

THE SOUTH 60 FEET OF LOTS 26, 27 AND THE SOUTH 60 FEET OF THE WEST 8 FEET OF LOT 28; ALL IN HARRY A. ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 1E, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.