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Doc#: 0531933069 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/15/2005 01:03 PM Pg: 1 of 14

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Doc#: 0511735145

Eugene "Gene" Moore Fee: \$48.00 Cook County Recorder of Deeds Date: 04/27/2005 09:27 AM Fg: 1 of 13

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Daniel L. Freeland, Esq.

Daniel L. Freeland & Associates, P.C.

2136 45th Avenue

Highland, Indiana 46322

DECLARATION OF EASEMENT FOR INGRESS AND EAGRESS

This Declaration of Easement for Ingress and Eagress (the "Declaration") is made this 18th day April, 2065, in LaSalle National Bank as Successor to American National Bank of Chicago, as Successor to Bank of Lansing, as Trustee Under Trust Agreement dated April 23, 1987 known as Trust Number 2040-695 and Las ille National Bank, as Trustee under Trust Agreement dated November 17, 1978, and known as Trust Number 100335.

SECTION ONE

LaSalle Bank National Association,

WHEREAS, American National Bank of Chicago, as Successor to Bank of Lansing, as Trustee Under Trust Agreement dated April 23, 1987 known as Trust Number 2040-695 is the owner of certain real property located in Sauk Village, in the County of Cook, State of Illinois, described as Parcels A through G (hereinafter individually referred to as "Parcel A", "Parcel B", "Parcel C", "Parcel D", "Parcel E", "Parcel F", "Parcel G") which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, having acquired the abovedescribed property from Century Life of America on June 17, 1987, by deed filed in the Recorders Office of the County of Cook, State of Illinois, as Document Number 87-345771. a Pello Benk Notional Association formerly

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated November 17, 1978, and known as Trust Number 100335 is the owner of certain real property located in Sauk THIS DOCUMENT IS BEING RERECORDED TO AUD EXMORT'C .



BOX 334 CT

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Village, in the County of Cook, State of Illinois, described as Parcel 037, which property is more described on Exhibit "B" attached hereto and incorporated herein, having acquired the above-described property from Joseph and Janina Sosnowski on December 12, 1988 by deed filed in the Recorders Office of the County of Cook, State of Illinois, as Document Number 88-592679 (hereinafter individually referred to as "Parcel 037" and collectively Parcels A through G and Parcel 7 are referred to as the "Parcels").

WHERE AS the term "Declarants" as used in this Declaration shall collectively mean successor trustee American National Bank of Chicago, as Successor to Bank of Lansing, as Trustee Under Trust Bank National Association formerly Agreement dated April 23, 1957 known as Trust Number 2040-695 and LaSalle National Bank, as Trustee under Trust Agreement dated November 17, 1978, and known as Trust Number 100335.

WHEREAS, the term the "Premise" as used in this Declaration shall mean the entire lot or piece of real property, or lots or pieces of real property as the case may be, consisting of the Parcels.

WHEREAS, the term "Owner" or "Owners" spail mean the Declarants and any and all successors or assigns of such persons as the Owner or Owners of fee simple title to all or a portion of the real property covered hereby, whether by sale, assignment, interitance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

WHEREAS, the term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customer, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

WHEREAS, several Parcels have no access to a public street, and, because the Declarants in the future may wish to sell certain of the Parcels to third parties, it is necessary to create easements

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over and through the various Parcels to be used mutually and jointly by all Owners of the Parcels for the purpose of ingress to and egress from the various Parcels to/from pubic roadways.

NOW, THEREFORE, in consideration of the above Premises and the covenants herein contained, the Declarant does hereby declare that the Parcels and all present and future Owners and Permitteess of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarants covenant and agree as follows:

SECTION TWO

CREATION OF CROSS EASEMENTS

A. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

Easements for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the "Common Area" of the Parcels including, without limitation, a driveway, so as to provide for the passage of motor vehicles and pedestrians between the Parcels, and to and from all abutting streets or rights of way furnishing access to such Farcels, which are hereby established across, over and through the Premises as set forth in Exhibit "C", attached to this Declaration and, by this reference, incorporated into this Declaration. ("Easement").

B. <u>Maintenance</u>. Each Parcel Owner shall be responsible for maintaining any easement which runs over, across or through any portion of the Premises owned by said Parcel Owner in such

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a manner that will not in any way impair the rights of the other Owners and Permitteess to use it or obstruct passage thereon.

C. <u>Taxes.</u> Each Owner shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to its Parcel and shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon such Owners' Easement.

SECTION III

MISCELLANEOUS PROVISIONS

- A. <u>Indemnification</u>. Each Owner having rights with respect to an Easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to an Easement harmless from and against all claims, liabilities and expenses relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.
- B. Enforceability. If any provision of this Declaration is invalid under any applicable statute or rule of law, it is to that extent to be deemed on a ted. The remainder of this Declaration shall be valid and enforceable to the maximum extent possible.
- C. Remedies and Enforcement. In the event of a breach or threatened breach by any Owner of the terms, covenants, restrictions or conditions thereof, the Owner or owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach, including payment of any amounts due and/or specific performance. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which

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cannot reasonably be cured within such 30 day period, the defaulting Owner commences such cure within such 30 day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of the defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitled any Owner to cancel, rescind, or otherwise terminate this Declaration.

- D. Terr.) The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the County Recorder of Cook County, Illinois and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of all Parcels in accordance with the terms below.
- E. <u>Amendment</u>. Declarants agrees that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.
- F. <u>Consents.</u> Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall be in writing and be accompanied by such background data as is reasonably necessary to make an informed decision thereon.
 - G. Covenants to Run with Land.

It is intended that each of the easements,

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covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

- H. Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from a Declarant Owner or from a subsequent Owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- I. <u>Entire Agreement</u>. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded herety.
- J. Governing Law. This Declaration and all amendments he reof, shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.
- K. <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or Permittee of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by any bankruptcy person or entity.

IT WITNESS WHEREOF, this Declaration has been executed on the date first above written.

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Lasane National Association formerly
Lasane National Bank as Successor to
American National Bank of Chicago,
as Successor to Bank of Lansing,
as Trustee Under Trust Agreement
dated April 23, 1987 known as Trust
Number 2040-695

By: Millen Estimates

Its Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the cower and authority conferred upon and vested that as such trustee. It is expressly understood and agreed that a line warranties indemnities, representations of mants, undertakings and agreements herein times and art of the Trustee are indemaked by it solely is a sape if y as Trustee are not personally. No personal hability of personal responsibility, is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Legallo Bank National Association formerly

LaSalle National Bank, as Trustee under Trust Agreement dated November 17, 1978, and known as Trust Number 100335 and not personally

By: Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood advanced has all the warranties indemnities repressing undersings and agreements have a fine the Trustee are understood in the Trustee are not personally. No personally fine assumed by or stable assumed by or stable assumed the asserted or enviorceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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COUNTY OF Cul	_) _)SS: _)	¹ afallo l *	9ank National s	Association towner	y
I,	Y CERTIFY that As Trustee under T 0335, personally know instrument as suc ened and delivered s	rust Agreement own to me to be h appeared before	Dated Nove the same people this	ember 17, 1978, a erson whose name day in person a	nd is nd
GIVEN under ray han "OFFICIAL SEAL" TONYA NASH NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/09/2009	Notary Pul	chis _/8 tt. a Arch lic (Signature)		Îpril)5.

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STATE OF IL)	
STATE OF) COUNTY OFCml) SS:	★ LoRelia Bank National Association formerty (**own as
the LaSalle National Bank as Successor to Am Bank of Lansing, personally known to me to be foregoing instrument as such appeared before m	nerican National Bank of Chicago, as Successor to the same person whose name is subscribed to the ne this day in person and acknowledged that he/she cer of said corporation sole as the free and voluntary
GIVEN under my hand and Notarial Seal	1 this 18th day of Cife , 2005.
My Commission Expires Jan. 20, 2007	ablic (Signature)

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Exhibit "A"

PARCEL A:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 823.00 FEET OF THE NORTHWEST 1/4 AFORESAID WITH THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 189.47 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED 7 A.R.CEL OF LAND; THENCE SOUTH 01 DEGREES 00 MINUTES 07 SECONDS EAST A DISTANCE CF 179.57 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST, A. DISTANCE OF 60.00 FEET TO A POINT, THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS TAST, A DISTANCE OF 156.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 225.03 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 63.00 FEET TO A POINT; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 183.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST ON THE LST DESCRIBED LINE, A DISTANCE OF 102.03 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWIST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 82.03 FEET OF THE NORTHWEST 1/4 AFORESAID WITH THE MORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF 3 AID SECTION 25; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 291.50 FEET FOR THE POINT OF BEGINNING OF THE HEREIN AF TER DESCRIBED PARCEL OF LAND; THEN CONTINUING NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID NORTH LINE OF THE SOUTH 600.00 FEET, A DISTANCE OF 38.91 FEFT TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST A DISTANCE OF 38.91 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST A DISTANCE OF 38.91 FEET TO A POINT; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 38.91 FEET TO A POINT; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.57 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL C:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 823.03 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE NORTH LINE OF THE SOUTH 600 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AFORESAID; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 330.41 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUENT NORTH 89 DEGREES 11 MINUTES 20 SECONDS EAST ON SAID NORTH LINE OF THE SOUTH 600.00 FEET, A DISTANCE OF 201.49 FEFT TO A POINT; THENCE SOUTH 32 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 134.82 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 307.32 FEET, A DISTANCE OF 144.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST ON A LINE FORMING AN ANGLE OF 95 DEGREES 01 MINUTES 29 SECONDS WITH A LINE TANGENT TO THE LAST DESCRIBED CURVE (WHEN TURNED FROM THE SOUTHEAST TO THE WEST) A DISTANCE OF 140.62 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 149.94 FEET TO A POINT DISTANT 260 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 IN BARGER'S SUBDIVISION (BEING A SUZ DIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25) RECORDED JUNE 25, 1959 AS DOCUMENT NUMBER 17579685; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST ON A LAST DESCRIBED LINE, A DISTANCE OF 26.31 FEET TO A POINT ON THE EAST LINE OF THE WEST 1158.03 FEET OF THE NORTHWEST 1/4 OF THE SOU PHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 264.43 FEET TO A POINT; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.59 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT; T'ANCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST A DISTANCE OF 24.09 FEET TO A POINT; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.57 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 IN BARGER'S SUBDIVISION AFOREDESCRIBED, A DISTANT 146.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 (SAID EAST LINE ALSO BEING THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1), A DISTANCE OF 200.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 AFORESAID; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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PARCEL E:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAUK JEFFREY COMMERCIAL UNIT NUMBER 1 (BEING A SUBDIVISION OF PART OF THE WEST ½ OF SAID SECTION 25) RECORDED FEBRUARY 28, 1973 AS DOCUMENT NUMBER 22235543; THENCE NORTHERLY ON A LINE WHICH IS THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 1 (SAID LINE ALSO BEGINNING THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25) A DISTANCE OF 208.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF THE NORTHFAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 208.00 FEET TO A POINT; ON THE NORTH LINE OF SAID LOT 1; THENCE WESTERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL F:

THE EAST 125.00 FEET OF LOT 1 (AS MEASURED ON THE NORTH LINE THEREOF) IN BARGER'S SUBDIVISION AFOREDESCRIBED IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF THE NORTHWEST 1/4 OF THE SCLITHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 823.03 FEET OF THE NORTHWEST 1/4 AFORESAID WITH THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 189.47 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 01 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 179.57 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 179.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 600.00 FEET TO THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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Exhibit "B"

PARCEL 037:

THE WEST 60 FEET OF THE EAST 185 FEET (AS MEASURED ON THE NORTH LOT LINE) (EXCEPT THAT PART TAKEN FOR SAUK TRAIL) OF LOT 1 IN BARGER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF LINCOLN HIGHWAY, FORMERLY KNOWN AS SAC TRAIL ROAD, AND EAST OF THE EAST LINE OF PREMISES CONVEYED TO CATHOLIC BISHOP BY DEED RECORDED FEBRUARY 20, 1872, AS DOCUMENT NO. 14116 IN BOOK 31, PAGE 435, IN COOK COUNTY, ILLINOIS.

NCOLN HIL.

OF PREMISES CU.

2, AS DOCUMENT NO. 141.

PINS: 32-25-300-012-0000
32-25-300-015-0000
32-25-300-016-0000
32-25-300-036-0000
32-25-302-029-0000
32-25-302-029-0000
32-25-302-0370000

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Exhibit "C"

EASEMENT "A" (Ingress and Egress): That part of the West Half of the Southwest Quarter of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of Lot 1 in Barger's Subdivision, being a Subdivision of part of the Southwest Quarter of the West Quarter of said Section 25, recorded June 25, 1959 as Document No. 17579685; thence S 78° 30'09" W, along the South line of said Lot 1, 61.08 feet; thence N 00°42'10" W parallel with the East line of the West Half of the Southwest Quarter of said Section 25, 428.29 feet; thence N 89°37'48" E, 60.00 feet to the said East line; thence S 00° 42'10" E along the said East line, 416.50 feet to the Point of beginning.

EASEMENT 'B" (Ingress and Egress): That part of the Southwest Quarter of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point on the North-South centering of the Southwest Quarter of said Section 25, 416.50 feet North of the Southeast corner of Lot 1 in Barger's Subdivision, being a Subdivision of part of the Southwest Quarter of the West Quarter of said Section 25 recorded June 25, 1959 as Document No. 17579685; thence S 89° 37'48" W, 376.45 feet; thence N 00° 39'15" W, 60.00 feet; thence N 89°37'48" E, 506.00 feet to a point on a curve, concave to the West and having a radius of 307.32 feet, said curve being the West right-of-way line of Jeffrey Avenue; thence Southeasterly along said curve an arc length of 61.17 feet (with a chord bearing S 11°05'51" E); thence S 89°37'48" W, 140.62 feet to the Point of Beginning.

EASEMENT "C" (Ingress and Egress): Part of Lot 1 in Barger's Subdivision, being a Subdivision of part of the Southwest Quarter of the Southwest Quarter of said Section 25, recorded June 25, 1959 as Document No. 17579685; thence S 78°30'09" W along the said Sou h line, 149.98 feet to the Point of Beginning; thence continuing S 78°30'09"W along said South line 25.45 feet, thence N 00°42'10" W, 99.11 feet to a point on the North line of said Lot 1 172.31 feet West of the Northeast corner of said Lot 1 as measured along said North line; Thence N 89°11'30" E along said North line 25.60 feet; thence S 00°42'10" E 94.39 feet to the Point of Beginning.

EASEMENT "D" (Ingress and Egress): That part of the North ½ of the Southwest Quarter of Section 25, Township 35 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 823.03 feet of the Northwest Quarter of the Southwest Quarter of said Section 25 with the North line of the South 600.00 feet of the Northwest Quarter of the Southwest Quarter aforesaid; thence North 89°11'30" East on the last described line, a distance of 330.41 feet; thence S 01°00'07" E 45.00 feet to the Point of Beginning; thence N 89°11'30" E parallel with the said north line, 228.98 feet to a point on the West right-of-way line of Jeffrey Avenue; thence S32°22'16" E along the West line of said Jeffrey Avenue, 35.21 feet; thence S 89°11'30" W parallel with the said North line, 247.31 feet; thence N 01°08'07" W, 30.00 feet to the Point of Beginning.

EASEMENT "E" (Ingress and Egress): That part of the Southwest Quarter of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at a point on the North-South centerline of the Southwest Quarter of said Section 25, 416.50 feet North of the Southeast corner of Lot 1 in Barger's Subdivision, being a Subdivision of part of the Southwest Quarter of the West Quarter of said Section 25, recorded June 25, 1959 as Document No. 17579685; thence S 89°37'48" W, 145.87 feet to the Point of Beginning; thence S 00°39'10" E, parallel with the East line of the West 1158.03 feet of the Northwest Quarter of the Southwest Quarter of said Section 25, 151.06 feet, S 89°11'30" E, 26.14 feet to the said East line; thence N 00°39'10" W along said East line, 151.26 feet; thence N 89°37'48" E, 26.14 feet to the Point of Beginning.