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Doc#: 0617810014 Fee: \$54.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/27/2006 02:46 PM Pg: 1 of 16

LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT

THIS LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT ("Agreement") is made and entered into as of this 12 day of June, 2006, by and among CHICAGO TITLE LAND TRUST, SUCCESSOR TRUSTEE TO LASALLE TRUST, N.A., AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3949, PURSUANT TO THAT CERTAIN TRUST AGREEMENT DATED OCTOBER 3, 1985 ("Trust 3949"), CHICAGO TITLE LAND TRUST, SUCCESSOR TRUSTEE TO LASALLE TRUST, N.A., AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3814, PURSUANT TO THAT CERTAIN TRUST AGREEMENT DATED DECEMBER 6, 1984 ("Trust 3814") (Trust 3949 and Trust 3814 are hereinafter collectively referred to as "Mortgagor"), WELMARC, L.L.C., an Illinois limited liability company ("Guarantor") and THE PRIVATE BANK AND TRUST COMPANY ("Mortgagee").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan Agreement dated April 21, 2005 by and between Mortgagor, Liquid Packaging, LLC, an Illinois limited liability company ("Liquid") (Liquid and Mortgagor are sometimes hereinafter referred to as "Borrower"), Javo-Mex I, LLC, an Illinois limited liability company ("Javo-Mex"), and Mortgagee (the "Loan Agreement"), Mortgagee extended credit to Javo-Mex in the original principal amount of Six Million One Hundred Thousand Dollars (\$6,100,000.00) (the "Javo-Mex Loan") and to Liquid in the original principal amount of Two Million Dollars (\$2,000,000.00) (the "Liquid Loan"); and

WHEREAS, the Javo-Mex Loan is also evidenced by that certain Note dated April 21, 2005 executed by Mortgagor and payable to the order of Mortgagee, as amended by that certain Amended and Restated Note of an even date herewith (the "Javo-Mex Note"); and

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WHEREAS, the Liquid Loan is also evidenced by that certain Note dated April 21, 2005 executed by Liquid and payable to the order of Mortgagee, as amended by that certain Amended and Restated Note of an even date herewith (the "Liquid Note"); and

WHEREAS, the Javo-Mex Loan and the Liquid Loan are secured, in part, by a Junior Mortgage and Assignment of Rents executed by Mortgagor dated April 21, 2005 and recorded on May 20, 2005 with the Office of the Cook County Recorder of Deeds, as document number 0514003079 (the "Mortgage"), encumbering the Premises (as defined in the Mortgage), legally described on Exhibit A, attached hereto; and

WHEREAS, Borrower has requested that Mortgagee extend additional credit to Liquid in the amount of One Million Dollars (\$1,000,000.00) (the "Term Loan"); and

WHEREAS, Borrower has requested that Mortgagee extend and modify the terms of the Liquid Note; and

WHEREAS, Borrower has requested that Mortgagee extend and modify the terms of the Javo-Mex Note; and

WHEREAS, the Term Loan is evidenced by that certain Note, executed by Liquid and payable to the order of Mortgagee dated an even date herewith (the "Term Note"); and

WHEREAS, Mortgagor, Guarantor and Mortgagee now desire to amend the Loan Agreement and the Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are incorporated into this Agreement as if fully set forth herein. Except as specifically defined herein, all capitalized terms used in the recitals and in the body of this Agreement shall have the definitions ascribed therefore in the Loan Agreement and Mortgage.

2. **Additional Proceeds.** Provided no Event of Default exists, Mortgagee agrees to loan the Term Loan to Liquid, the proceeds of which shall be advanced to Liquid in accordance with the terms of the Term Note in the same manner and subject to the same terms and conditions as any other advance referenced in the Loan Agreement.

3. **Loan Modification.** Mortgagor and Guarantor acknowledge and agree that (i) the Loan Agreement is hereby modified to increase the stated principal balance of the Loan from EIGHT MILLION ONE HUNDRED THOUSAND DOLLARS (\$8,100,000.00) to NINE MILLION TEN THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND 57/100 (\$9,010,128.57); and (ii) the other Loan Documents including, without limitation, the Guaranty, are hereby ratified and modified to include and secure the Term Note.

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4. **Mortgage Amendments.** The following enumerated paragraphs in the Mortgage are hereby amended by deleting the current paragraphs and inserting the following paragraphs in place thereof:

“2.1 To secure the payment to Mortgagee of the Mortgage Notes in the collective principal amount of EIGHT MILLION TEN THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND 57/100 (\$8,010,128.57) and that certain Term Note dated June ____, 2006 in the amount of ONE MILLION DOLLARS (\$1,000,000.00) by and between Liquid Packaging, LLC and Mortgagee (“Term Note”), and to secure the performance by Mortgagor of Mortgagor’s Obligations, Mortgagor hereby does warrant, grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to Mortgagee, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage; provided, nevertheless, that if Mortgagor, its successors or assigns, shall satisfy, discharge and otherwise pay to Mortgagee, its successors or assigns, in full, Mortgagor’s Liabilities and keep and perform all of Mortgagor’s Obligations, then this Mortgage shall be promptly released at Mortgagor’s expense.”

“7.3 Mortgagor’s Covenants. Mortgagor hereby covenants with Mortgagee as follows:
 A. Compliance. Mortgagor will require the tenant at the Premises to remain in full compliance with all Environmental Laws. Mortgagor will requires its tenants to maintain all required governmental permits and licenses in full force and effect. Mortgagor will require the tenant of the Premises to handle, generate and dispose of any and all Hazardous Material on the Premises in a lawful manner. Mortgagor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises, if any.”

“8.1 Every provision for notice, demand or request required in this Mortgage, the Mortgage Note, the Term Note or any of the other Loan Documents, or by applicable law shall be deemed fulfilled by written notice, and shall be mailed or delivered to the intended recipient thereof at its address set forth herein or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered to all parties upon (a) two (2) business days after mailing by United States registered or certified mail, return receipt requested; or (b) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid; or (c) when delivered in person; or (d) transmission by facsimile and follow up by one of the other methods of notice provided in (a), (b) or (c) herein. Unless specifically required herein, notice of the exercise of any option granted to Mortgagee in this Mortgage is not required to be given. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

If to Mortgagor:	JAVO-MEX I, LLC c/o Warren Brubaker 770 North Halsted Street, Suite 205 Chicago, Illinois 60622
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with a copy to: Warren Brubaker
770 North Halsted Street, Suite 205
Chicago, Illinois 60622

If to Mortgagee: The PrivateBank and Trust Company
149 East Walton Place
Chicago, Illinois 60611
Attn: David C. Neilson

with a copy to: Robbins, Salomon & Patt, Ltd.
25 E. Washington Street, Suite 1000
Chicago, Illinois 60602
Attn: Richard L. Gayle, Esq."

5. **Conditions Precedent.** Mortgagee's obligations under this Agreement are expressly conditioned upon:

(a) The execution and delivery of this Agreement to Mortgagee by Mortgagor and Guarantor;

(b) Delivery to Mortgagee of a date down endorsement and amendment to Mortgagee's existing Title Insurance Policies increasing the insurance amount to NINE MILLION TEN THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND 57/100 (\$9,010,128.57) and showing no exceptions thereto other than the Permitted Exceptions;

(c) Execution and delivery to Mortgagee of such other documents as Mortgagee shall reasonably require in connection with this Agreement.

6. **Fees.** In consideration of the Term Loan and the modifications to the Liquid Note and the Javo-Mex Note, Mortgagor shall pay to Mortgagee all expenses, charges, costs and fees relating to this Agreement, including, without limitation, Mortgagee's reasonable attorneys' fees in connection with the documentation and negotiation of this Agreement, and all other expenses, charges, costs and fees referred to or necessitated by the terms of this Agreement (collectively, the "Additional Loan Expenses").

7. **Representations and Warranties.** Mortgagor and Guarantor each represent and warrant to Mortgagee that: (i) each has full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder; (ii) upon the execution and delivery of this Agreement, it shall be valid, binding and enforceable upon Mortgagor and Guarantor in accordance with its terms; (iii) the execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Mortgagor or Guarantor is a party or by which any of said parties is bound; (iv) no Event of Default or event or condition which would become an Event of Default with the giving of notice and/or the passage of time, exists under the Loan Agreement or any other Loan Documents, as amended by this

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Agreement; (v) there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of Mortgagor's or Guarantor's knowledge threatened, affecting Mortgagor or Guarantor, or which could prevent any of said parties from complying with or performing its or their respective obligations under the Loan Documents, as amended by this Agreement, within the time limits set forth therein for such compliance for performance, and no basis for any such matter exists.

8. **Amendment.** Except as specifically modified by the terms of this Agreement, the terms and conditions of the Loan Documents shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties. Without in any way limiting the foregoing, Mortgagor and Guarantor hereby represent and warrant that they currently know of no defenses to the enforcement of any of the Loan Documents, as modified hereby. Mortgagor and Guarantor hereby restate, remake and reaffirm any and all covenants, representations and warranties contained in any of the Loan Documents, as if all such instruments had been executed as of the date hereof.

9. **General Release.** In consideration of Mortgagee entering into this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, Guarantor and their respective members and officers hereby release and forever discharge Mortgagee, its past, present and future shareholders, successors, assigns, officers, directors, agents, attorneys and employees together with their respective heirs, legal representatives, legatees, successors and assigns of and from all actions, claims, demands, damages, debts, losses, liabilities, indebtedness, causes of action either at law or in equity and of whatever kind or nature, whether known or unknown, direct or indirect, existing as of the date hereof, by reason of any matter, cause or thing whatsoever arising out of or relating to any claims asserted or which could have been asserted by Mortgagor or Guarantor in connection with the transactions which are the subject of this Agreement.

(a) It is acknowledged that Mortgagor and Guarantor have read the General Release provisions of this Paragraph 9 and consulted legal counsel before executing same; that Mortgagor and Guarantor have relied upon their own judgment and that of their legal counsel in executing the General Release provisions of this Paragraph 9 and have not relied on or been induced by any representation, statement or act by any other party referenced to herein which is not referred to in this instrument; that Mortgagor and Guarantor enter into the General Release provisions of this Paragraph 9 voluntarily, with full knowledge of its significance; and that the General Release provisions of this Paragraph 9 are in all respects complete and final.

(b) If any term or provision of the General Release contained herein or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid and/or unenforceable by a court of competent jurisdiction, the remainder of the General Release contained herein, or the application of such term or provisions to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the General Release contained herein shall be valid and be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, Mortgagor, Guarantor and Mortgagee have duly authorized and executed this Loan and Mortgage Modification Agreement as of the date first above written.
(For the Exculpatory Provision of Chicago Title Land Trust Company see attached rider)

MORTGAGOR

COMPANY

CHICAGO TITLE LAND TRUST,
SUCCESSOR TRUSTEE TO LASALLE
TRUST, N.A., AS SUCCESSOR TRUSTEE
TO AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, AS
SUCCESSOR TRUSTEE TO FIRST
NATIONAL BANK OF HIGHLAND
PARK, NOT PERSONALLY, BUT
SOLELY AS TRUSTEE OF TRUST NO.
3949, PURSUANT TO THAT CERTAIN
TRUST AGREEMENT DATED
OCTOBER 3, 1985

By: [Signature]
Trust Officer

COMPANY

CHICAGO TITLE LAND TRUST,
SUCCESSOR TRUSTEE TO LASALLE
TRUST, N.A., AS SUCCESSOR TRUSTEE
TO AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, AS
SUCCESSOR TRUSTEE TO FIRST
NATIONAL BANK OF HIGHLAND
PARK, NOT PERSONALLY, BUT
SOLELY AS TRUSTEE OF TRUST NO.
3814, PURSUANT TO THAT CERTAIN
TRUST AGREEMENT DATED
DECEMBER 6, 1984

By: [Signature]
Trust Officer

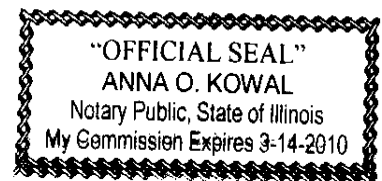
MORTGAGEE

THE PRIVATEBANK AND TRUST
COMPANY

By: [Signature]

Its: ASSOCIATE MANAGING DIRECTOR

[Signature]
Anne O. Kowal



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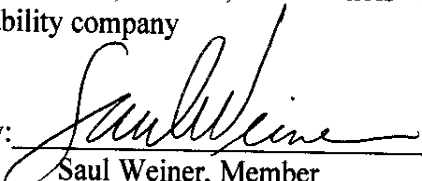
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED October 3, 1985, AND KNOWN AS TRUST No 3949 AND AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED December 6, 1984, and known as Trust No. 3814 ATTACHED TO AND MADE A PART OF THAT LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT DATED JUNE 12, 2006, WITH THE PRIVATE BANK AND TRUST COMPANY

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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GUARANTOR

WEIMARC, L.L.C., an Illinois limited liability company

By: 
Saul Weiner, Member

By: 
Aldo Marchetti, Member

Being all of the Members of Weimarc, L.L.C.

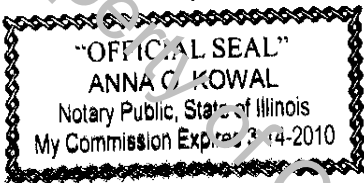
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANNA O. KOWAL, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that John Papiere, Assoc. Managing Director of THE PRIVATEBANK AND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of June, 2006.



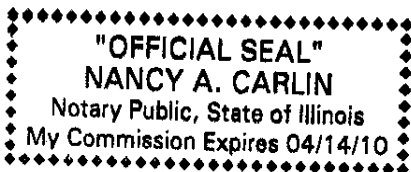
Anna O. Kowal
NOTARY PUBLIC

My Commission Expires: 3/14/2010
My County of Residence is: COOK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Harriet Denisevicz, Trust Officer Trustee of CHICAGO TITLE LAND TRUST, SUCCESSOR TRUSTEE TO LASALLE TRUST BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3949, PURSUANT TO THAT CERTAIN TRUST AGREEMENT DATED OCTOBER 2, 1985, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13 day of June, 2006.



Nancy A. Carlin
NOTARY PUBLIC

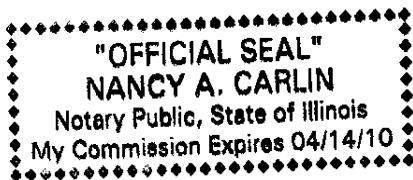
My Commission Expires: 4/14/10
My County of Residence is: COOK

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Harriet Denisewicz, Trust Officer, Trustee of CHICAGO TITLE LAND TRUST, SUCCESSOR TRUSTEE TO LASALLE TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3814, PURSUANT TO THAT CERTAIN TRUST AGREEMENT DATED DECEMBER 6, 1984, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13 day of June, 2006.



Nancy A. Carlin
NOTARY PUBLIC

My Commission Expires: 4/14/10
My County of Residence is: COOK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jill N. Simmons, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Saul Weiner, a Member of Weimarc, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9 day of June, 2006.



Jill N. Simmons
NOTARY PUBLIC

My Commission Expires: 10/05/09
My County of Residence is: Howpage

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jill N. Simmons, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Aldo Marchetti, a Member of Weimarc, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9 day of June, 2006.



Jill N. Simmons
NOTARY PUBLIC

My Commission Expires: 10/05/09
My County of Residence is: Waukegan

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This instrument was prepared by and after recording return to:

Richard L. Gayle, Esq.
ROBBINS, SALOMON & PATT, LTD.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602
(312) 782-9000

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008174331 D2

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

PARCEL 1:

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF LAKE STREET, WHICH IS 7.87 FEET SOUTHWESTERLY (MEASURED ON SAID CENTER LINE) FROM THE POINT OF INTERSECTION OF SAID CENTER LINE, WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 9 IN H. O. STONE NORTH LAKE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 10697148, (WHICH POINT OF COMMENCEMENT IS 1967.75 FEET, MORE OR LESS, MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6); THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID CENTERLINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET AND WHICH POINT IS ALSO IN THE NORTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY (BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 17131404); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 726.58 FEET TO A POINT 'X'; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, 30.16 FEET; THENCE SOUTHERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 60 DEGREES, 49 MINUTES AS MEASURED CLOCKWISE FROM SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 930.06 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1232.69 FEET, A DISTANCE OF 1356.91 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET, WHICH IS ALSO 100.00 FEET EASTERLY, AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S MOST EASTERLY MAIN TRACT; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 485.63 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LAKE STREET, (SAID SOUTHERLY LINE OF LAKE STREET PASSING THROUGH THE HEREINABOVE DESCRIBED POINT 'X' AND FORMING AN ANGLE OF 171 DEGREES, 34 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE), A DISTANCE OF 880.59 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY BY DEED RECORDED AS DOCUMENT 17131404; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 793.21 FEET TO THE POINT OF INTERSECTION, WHICH IS THE SOUTHEASTERLY EXTENSION OF THE CURVE LINE HEREINABOVE DESCRIBED; THENCE NORTHWESTERLY ALONG SAID EXTENDED CURVED LINE, 304.593 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; TOGETHER WITH, AS PART OF THE TRACT, THE SOUTHWESTERLY 1/2 OF LAKE STREET, LYING NORTHEASTERLY OF THE ABOVE DESCRIBED PREMISES, EXCEPTING FROM ALL OF THE TRACT HEREINABOVE DESCRIBED THAT PART THEREOF LYING NORTHWESTERLY OF A STRAIGHT LINE DRAWN THROUGH POINT 'X' ABOVE DESIGNATED FROM THE CENTERLINE OF LAKE STREET TO THE SOUTHWESTERLY CURVED LINE OF SAID TRACT PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF LAKE STREET;

EXCEPT THE FOLLOWING:

(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)**

POLICY NO.: 1401 008174331 D2

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 98 DEGREES, 55 MINUTES, 50 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET, A DISTANCE OF 33.00 FEET TO POINT 'X', BEING THE POINT OF BEGINNING;

AND

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE, WHICH MAKES AN ANGLE OF 177 DEGREES, 22 MINUTES, 55 SECONDS, AS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 141.86 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 92 DEGREES, 37 MINUTES, 05 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 240.50 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, A DISTANCE OF 33.00 FEET TO POINT 'X' BEING THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WESTERLY PROPERTY LINE OF THE GRANTOR, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 98 DEGREES, 55 MINUTES, 50 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET, A DISTANCE OF 33.00 FEET TO POINT 'X', BEING THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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LOAN POLICY (1992)
SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008174331 D2

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY AS DOCUMENT 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES, 23 MINUTES, 10 SECONDS MEASURED IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE, WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, (SAID LINE BEING THE EASTERLY LINE OF THE NORTHERLY AND SOUTHERLY PORTION OF A STREET KNOWN AS WOLF ROAD) FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE, WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT:

THENCE NORTH-NORTHWESTERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE, 370.00 FEET; THENCE EAST-NORTHEASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT, 128.07 FEET; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 368.26 FEET FOR A DISTANCE OF 120.38 FEET TO ITS POINT OF INTERSECTION WITH A LINE 439.50 FEET NORTHWESTERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE WEST-SOUTHWESTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 446.81 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF WOLF ROAD; THENCE SOUTHERLY IN THE EASTERLY LINE OF SAID WOLF ROAD, 393.09 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 490.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY AS DOCUMENT 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, MORE OR LESS NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT, (SAID LINE FORMING AN ANGLE OF 79 DEGREES, 23 MINUTES, 10 SECONDS MEASURED IN THE NORTH EAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE, WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 50.46 FEET TO THE POINT OF

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LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008174331 D2

INTERSECTION OF SAID LAST DESCRIBED LINE, WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT:

THENCE NORTHERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE, 370.00 FEET; THENCE EASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT, 357.0 FEET; THENCE WESTERLY IN A LINE, WHICH FORMS AN ANGLE OF 09 DEGREES, 27 MINUTES, 44 SECONDS, MEASURED IN THE SOUTHWEST QUADRANT WITH THE LAST DESCRIBED LINE FOR A DISTANCE OF 121.66 FEET TO ITS POINT OF INTERSECTION, WITH A LINE 20.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE LAST DESCRIBED PARALLEL LINE; THENCE WESTERLY IN SAID PARALLEL LINE, 30.0 FEET TO ITS POINT OF INTERSECTION WITH A LINE 207.0 FEET EASTERLY OF AND PARALLEL WITH THE ABOVE DESCRIBED RIGHT ANGLE LINE; THENCE SOUTHERLY IN SAID LAST DESCRIBED PARALLEL LINE, 350.0 FEET TO ITS POINT OF INTERSECTION WITH THE ABOVE DESCRIBED LINE, 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID TOLL HIGHWAY TRACT; THENCE WESTERLY IN SAID PARALLEL LINE, 207.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERM TAX#	PCL	YEAR	1ST INST	STAT
12-20-300-025-0000	1 OF 3	2004	\$46,737.64	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 3				
12-20-300-030-0000	2 OF 3	2004	\$95,447.59	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 2				
15-06-216-019-0000	3 OF 3	2004	\$206,227.39	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 1				

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.