UNOFFICIAL COPY

INSTRUMENT PREPARED BY: NICHOLAS GEROULIS Martin & Karcazes, Ltd. 161 N. Clark St. - Suite 550 Chicago, Illinois 60602

PLEASE MAIL TO:

Allegiance Community Bank 8001 West 183rd Street

Tinley Park, IL 60477

211(1) 8350054 WORTGAGE



Doc#: 0619443075 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/13/2006 08:22 AM Pg: 1 of 12

This mortgage made and entered into as of the 3RD day of JULY, 2006, by and between SUBURBAN BANK. AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.1133 dated December 1, 1998 (hereinafter referred to as mortgagor) and ALLEGIANCE COMMUNITY BANK (hereinafter referred to as mortgagee), which maintains an office and place of business at 8001 West 183rd Street, Tinley Park, Illinois 60477.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, its successors and assigns, all of the real property in the city of Chicago, County of Cook, State of Illinois commonly known as 816 Spaulding, Chicago, IL; 844-846 N. Christiana, Chicago, IL; and 824 N. Christiana, Chicago, IL and legally described on Exhibit "A" attached hereto, together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and apportenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default nereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. P.I.Q. IS NOT HOMESTEAD PROPERTY.

The mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that it hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

1

0619443075 Page: 2 of 12

UNOFFICIAL COPY

This instrument is given to secure (i) the payment of a promissory note dated JULY 3, 2006 in the principal sum of \$1,200,000.00, signed by mortgagor's beneficiary ("borrower"), including the principal thereof and interest and premium, if any, thereon and all extensions and renewals thereof in whole or in part and any and all other sums which may at any time be due and owing or required to be paid as provided for in the note or herein; and (ii) any other indebtedness of borrower, either jointly or singly, payable to the mortgagee, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising, are herein called the "Indebtedness Hereby Secured." At no time chall the principal amount of the Indebtedness Hereby Secured, not including the sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the note, plus One Million (\$1,000,000.00) Dollars.

- 1. The mortgagor covenants and agrees as follows:
 - a. It will promptly ray the Indebtedness Hereby Secured.
- b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the mortgagee.
- c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the reasonable fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall also be paid by the mortgagor.
- d. For better security of the Indebtedness Hereby Secured, upon the request of the mortgagee, its successors or assigns, it shall execute and deliver a surplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date herea (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the Indebtedness Hereby Secured.
- f. It will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter

0619443075 Page: 3 of 12

UNOFFICIAL COPY

on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the Indebtedness Hereby Secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the Indebtedness Hereby Secured, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund. Unless mortgagor provides mortgagee with evidence of the insurance coverage required herein, mortgagee may purchase insurance at mortgagor's expense to protect mortgagee's interest in the property. This insurance may, but need not, protect mortgagor's interests. The coverage that mortgagee purchases may not pay any claim that mortgagor makes or any claim that is made against mortgagor in connection with the property. Mortgagor may later cancel any insurance purchased by mortgagee, but only after providing mortgagee with written evidence that mortgagor has obtained insurance as required herein. If mortgagee purchases insurance for the property, mortgagor will be responsible for the cores of that insurance, including interest and any other charges mortgagee may impose in correction with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness Hereby Secured. The costs of the insurance may be more than the cost of insurance mortgagor ripy be able to obtain on mortgagor's own.

- g. It will keep all buildings and other improvements or said property in good repair and condition; will permit, commit, or suffer no waste, impairment, agretioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall or immediately due and payable; and shall be secured by the lien of this mortgage.
- h. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises, or promptly act to remove or dispute (by providing a title indemnity or other bond insuring over the claim) any such claim of any person supplying labor or materials.

UNOFFICIAL COPY

- i. It will not assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 1. It has never received any written notice of any violations of federal, state or local laws, ordinances, rules regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to its actual knowledge. There have been no actions commenced or threatened by any party for noncompliance;
- m. It shall keep or cause the premises to be kept free of Hazardous Materials other than as may customarily be used in the course of ownership and operation of similar residential building improvements and in accordance with applicable environmental laws, and, without limiting the foregoing, it shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, hand'e. dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall it cause or permit, as a result of any intentional or unintentional act or omission on his part, or on the part of any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.
- n. It shall, subject to the contest rights provided in the Environmental Indemnity Agreement of even date executed and delivered to mortgage by mortgagor:
- (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardors Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and
- (ii) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise (excluding consequential and punitive damages except to the extent mortgagee may be subject to the same by reason of any third party claim), arising out of, or in

0619443075 Page: 5 of 12

UNOFFICIAL COPY

any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses; provided that this indemnity shall not apply where the claim is attributable to acts of Mortgagee or its agents. Mortgagee shall tender defense of any claim to Mortgagor for iranclling with counsel of Mortgagor's selection, and Mortgagor shall control any remediation, provined Mortgagor has not defaulted under the Note, Mortgage or any other agreement. This indemnity shall survive the release of the lien of the Mortgage, foreclosure or deed in lieu thereof or by an other action, and this covenant shall survive such reconveyance or extinguishment; provided, by ever, this indemnity shall not apply to any fact, event or circumstance occurring after the Property has been transferred by mortgagor, by foreclosure, deed in lieu of foreclosure or otherwise. To the extent of any conflict between the provisions herein and the Environmental Indemnity Agreement of even date executed and delivered to mortgagee by mortgagor, said Environmer tal Indemnity Agreement shall control.

- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, which, in the case of a mon-monetary default, shall remain uncured after ten days written notice thereof, or, in the case of a non-monetary default, shall remain uncured after thirty days written notice thereof, shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagor or its assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits, pursuant to the terms of a separate instrument of even date entitled Assignment of Leases and Rents executed by mortgagor.
- 3. The mortgagor covenants and agrees that if it shall fail to pay the Indebedness Hereby Secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby, the entire Indebtedness Hereby Secured shall immediately become due, payable and collectible without additional notice, at the option of the mortgagee or assigns, regardless of the maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement) pursuant to the laws of the State of Illinois governing the disposition of said property.
- 4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the

0619443075 Page: 6 of 12

UNOFFICIAL COPY

mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the Indebtedness Hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

- 5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the Indebtedness Hereby Secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the Indebtedness Hereby Secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgagor shall pay and discharge the Indebtedness Hereby Secured, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 150 Butterfield Road, Eliminust, Illinois, 60126; if to borrower at 816 N. Spaulding, Chicago, Illinois 60651, and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 8001 W. 183rd Street, Finley Park, Illinois 60477.
- 11. The mortgagor, on behalf of it and each and every person claiming by, through, or under it, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to affect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

0619443075 Page: 7 of 12

UNOFFICIAL COPY

12. This mortgage is executed by STANDARD BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.1133 dated December 1, 1998 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this mortgage); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the note secured hereby, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, the mortgagor have executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid. Ox Coof

SUBURBAN **BANK AND TRUST** COMPANY, not personally but solely as Trustee under its Land Trust No.1133 dated December 1, 1998

Attest:

Secretary

-10/4'S OFFICO

⁻0619443075 Page: 8 of 12

UNOFFICIAL COPY

State of Illinois)
County of Cook) ss.)
AND TRUST CO subscribed to the f respectively, appear delivered the said is act of said company did also then and company, did affir.	gned, a Notary Public in and for said county, in the aforesaid State, do hereby MPANY, and known to me to be the same persons whose names are oregoing instrument as such Persident and Secretary and before me this day in person and acknowledged that they signed and instrument as their own free and voluntary act, and as the free and voluntary y, for the uses and purposes therein set forth; and the said Secretary there acknowledge that (s)he, as custodian of the corporate seal of said the said corporate seal of said company to said instrument as a free and as the free and voluntary act of said company, for the uses and purposes Notary Public WYLVIA A. BARTELMANN Notary Public, State of Illinois My Commission Expires 03/25/07

0619443075 Page: 9 of 12

07/03/2006 MON 12:41 UNOFFICIAL COPY

Ø1003/005

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008350054 OF

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 71 THROUGH 78 AND THE SOUTH 12.5 FEET OF LOT 79, IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERILIAN, AS RECORDED APRIL 7, 1882 AS DOCUMENT NUMBER 1640592 IN COOK COUNTY,

PARCEL 2

LOTS 1, 2, 2 AND 4 IN BLOCK 3 IN WILSON AND GOULD'S SUBDIVISION OF THE WEST 1/2 OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2. TOWNSHIP 39 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 74 TO 79 BOTH INCLUSIVE IN CHRISTIANA SUBDIVISION AFORESAID AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 IN BLOCK 3 IN WILSON AND GOULD'S SUBDIVISION AFORESAID AND LYING SOUTH OF THE NORTH LINE OF SAID LOT 1 EXTENDED EAST 16 FET. AND LYING NORTH OF THE SOUTH LINE OF SAID LOT 1 EXTENDED EAST 16 FEET ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 12, 13, 14, 15 AND 16 OF X. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61043, BOUNDED AND DESCRIBED AS FOULOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF NORTH SPAULDING AVENUE, 24 FEET AND 8 3/4 INCHES MORE OR LESS, TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO CHICARD MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED FROM ANDREW O. BUTLER AND HIS W.FE, DATED APRIL 5, 1899 AND RECORDED APRIL 5, 1899, AS DOCUMENT NUMBER 2829285; THE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND TO A POINT IN THE NORTH LINE OF LOT 12, WHICH IS 5 FEET AND 3 INCHES, MORE OR LESS, EAST OF THE LORTHWEST CORNER OF SAID LOT 12; THENCE WEST ALONG THE NORTH LINE OF LOT 12 TO LET NORTHWEST CORNER OF SAID LOT, BEING A POINT IN THE EAST LINE OF AN ALLEY; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF SAID LOT 16, AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF LOT 16 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 5 THROUGH 42, LOT 52, LOTS 60 AND 61, THE EAST 40 FEET OF THE NORTH 20 FEET OF LOT 69 AND THE EAST 40 PEET OF THE SOUTH 15 FEET OF LOT 70, THE NORTH 10 FEET OF LOT 70, ALL IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED APRIL 7, 1882 AS DOCUMENT NUMBER 1640592, IN COOK COUNTY, ILLINOIS.

RNREEGAL.

WPT

PAGE A2

PB

06/30/06

71:59:41

910\400.9

21:91 900Z-08-NAC

0619443075 Page: 10 of 12

.07/03/2006 MON 12:41 UNOFFICIAL COPY

4004/005

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008350054 OF

PARCEL 6:

LOTS 17 THOUGH 50 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61046, IN

PARCEL 7:

THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING THAT PART OF LOTS 12, 13, 14, 15 AND 16 IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61043, BOUNDED AND DESCRIPPD AS FOLLOWS, TO WIT:

COMMENCING AT THE COUTHEAST CORNER OF LOT 16 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF NORTH SPAULDIN; AUTHOR, 24 FEET AND 8 3/4 INCHES MORE OR LESS, TO THE SOUTHWESTERLY LINE OF A STRIT OF LAND CONVEYED TO CHICAGO MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED FRIM ANDREW O. BUTLER AND HIS WIFE, DATED APRIL 5, 1899 AND RECORDED APRIL 5, 1899, AS DOCUMENT NUMBER 2829285; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP O) LAND TO A POINT IN THE NORTH LINE OF LOT 12, WHICH IS 5 FEET AND 3 INCHES, MORE OK LESS, EAST OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE WEST ALONG THE NORTH LINE OF LOT 12, TO THE NORTHWEST CORNER OF SAID LOT, BEING A POINT IN THE EAST LINE OF AN ALLEY: THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, ALLEY TO THE SOUTHWEST CORNER OF LOT 16, ALCRESAID; THENCE EAST ALONG THE SOUTH LINE OF LOT 16 TO THE PLACE OF BEGINNING, AND ALL OF LOTS 17 THROUGH 24, BOTE INCLUSIVE, IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION AFORESALD, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINTN LOTS 5 THROUGH 16, BOTH INCLUSIVE, IN CHRISTIANA SUBDIVISION OF THE EAST 1/2 OF LCf 5 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, FANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 38 TO 45 ALL IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 AFORESAID AND LYING EAST AND ADJOINING THE EAST LINE OF LOTS 29 TO 36, BOTH INCLUSIVE, AND SOUTH OF THE SOUTH LINE OF THE NORTH 16 FEET OF LOT 29, PROJECTED EAST 16 FEET; IN CHRISTIANA SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY LYING WESTERLY OF AND SOUTHWESTERLY OF THE WEST LINE AND THE SOUTHWESTERLY LINE RESPECTIVELY OF LOT 45 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION AFORESAID AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 37 IN CHRISTIANA SUBDIVISION AFORESAID AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 37 IN CHRISTIANA SUBDIVISION AFORESAID, PROJECTED EAST 16 FEET AND LYING NORTHERLY OF AND ADJOINING A LINE DRAWN FROM THE INTERSECTION OF THE EAST LINE AND THE SOUTHEASTERLY LINE OF SAID LOT 37 IN CHRISTIANA SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE SOUTH LINE AND THE SOUTHWESTERLY LINE OF SAID

KENCHAZ

PAGE A 3

PB

11:59:44 ZI:9I 90Z-08-NAC

0619443075 Page: 11 of 12

. 07/03/2006 MON 12:41 TAX OFFICIAL COPY

4005/005

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008350054 OF

LOT 45, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 11:

ALL OF THE EAST-WEST 16 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 45 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION AFORESAID, LYING SOUTH AND SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 37 IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION, AFOREMENTIONED, AND LYING SOUTHERLY OF A LINE DRAWN FROM THE INTERSECTION OF THE SOUTH AND SOUTHWESTEDLY LINES OF LOT 45 IN N. T. WRIGHT'S SUBDIVISION, AFOREMENTIONED, TO THE INTERSECTION OF THE EAST AND SOUTHEASTERLY LINES OF LOT 37 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED, LYING NORTH OF THE NORTH LINE OF LOTS 46 TO 50, BOTH INCLUSIVE, IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION, AFOREMENTIONED, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF LOT 38 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED, AND LYING NORTH OF THE NORTH LINE OF LOTS 39 TO 42, BOTH INCLUSIVE, IN "CHRISTIANA" SUBDIVICION, AFOREMENTIONED; LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 7 TO THE NORTHWEST CORNER OF LOT 42 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED: LI'ING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 45 TO THE NORTHEAST CORVER OF LOT 50 IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION, AFOREMENTIONED, IN COOK COUNTY, LLINOIS.

PARCEL 12:

THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 25 TO 37 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE NORTH LINE OF LOT 25 EXTENDED WESTERLY AND NORTH OF THE SOUTH LINE OF LOT 37. EXPENDED WESTERLY, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 17 TO 28 AND THAT PART OF LOT 29 IN CHRISTIANA SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, LANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOULT OF THE NORTH LINE OF LOT 17 EXTENDED EASTERLY AND NORTH OF THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 29 EXTENDED EASTERLY, IN COOK COUNTY, ILLINOIS.

16-02-428-019

RCSCTIA2

PAGE A 4

11:59:44

Martin and Karcazes

10N-30-3008 12:13

0619443075 Page: 12 of 12

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

