



Doc#: 0701642007 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/16/2007 08:18 AM Pg: 1 of 15

Property of Cook County Recorder of Deeds

LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT

THIS LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT ("Agreement") is made and entered into as of the 22 day of December, 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", ALDO MARCHETTI ("Marchetti"), SAUL WEINER ("Weiner"), WEIMARC, L.L.C., an Illinois limited liability company ("Weimarc") (Marchetti, Weiner and Weimarc are hereinafter individually referred to as a "Guarantor" and collectively, as "Guarantors") and THE PRIVATE BANK AND TRUST COMPANY ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee extended credit to Mortgagor in the original principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) (the "Loan") and issued an irrevocable letter of credit in the amount of Eight Hundred Thousand Dollars (\$800,000.00) ("800K Letter of Credit") and irrevocable letter of credit in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) ("450K Letter of Credit"); and

WHEREAS, the \$450K Letter of Credit expired as of February 1, 1999 and the \$800K Letter of Credit expired as of April 8, 2004; and

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WHEREAS, the Loan is evidenced by that certain Promissory Note dated October 14, 1998 executed by Mortgagor and payable to the order of Mortgagee, as amended by that certain Promissory Note dated October 1, 2000 (the "Revised Note"); and

WHEREAS, the Loan is secured, in part, by a Junior Real Estate Mortgage and Junior Assignment of Rents and Leases - Security Agreement - UCC-2 Financing Statement executed by Mortgagor on October 14, 1998 and recorded on October 19, 1998 with the Office of the Cook County Recorder of Deeds, as document number 98933630 (the "Mortgage"), encumbering the Real Estate (as defined in the Mortgage), legally described on Exhibit A, attached hereto; and

WHEREAS, the Loan is also secured, in part, by those certain guaranties of instruments, mortgage and undertakings (collectively referred to herein as the "Guarantees") executed by Guarantors on October 14, 1998; and

WHEREAS, the Loan and the Mortgage were modified by that certain Loan Modification Agreement dated December 28, 2000 and recorded on February 6, 2001 with the Office of the Cook County Recorder of Deeds, as document number 0010100677; and

WHEREAS, the Loan and the Mortgage were further modified by that certain Loan Modification Agreement dated December 30, 2003 and recorded on January 14, 2004 with the Office of the Cook County Recorder of Deeds, as document number 0401434124; and

WHEREAS, Mortgagor, Guarantors and Mortgagee now desire to amend the Revised Note 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 Revised Note, Mortgage and/or other loan documents evidencing the Loan (collectively the "Loan Documents").

2. **Loan Modification.** The Maturity Date of the Loan is hereby extended through and including November 1, 2009.

3. **Loan Balance.** Mortgagor and Guarantor acknowledge and agree that the outstanding principal balance of the Loan as of November 1, 2006 is One Million Seven Hundred Forty Thousand Dollars (\$1,740,000.00).

4. **Notices.** Every provision for notice, demand or request required in the Mortgage, the Revised Note, the Guarantees 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

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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: WEIMARC, L.L.C.
c/o Warren Brubaker
770 North Halsted Street, Suite 205
Chicago, Illinois 60622

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 Guarantors;

(b) Delivery to Mortgagee of a date down endorsement and amendment to Mortgagee's existing Title Insurance Policy 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 modification to the Loan, 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").

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7. **Representations and Warranties.** Mortgagor and Guarantors 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 each 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 any 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 any Loan Documents, as amended by this 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 any Guarantor's knowledge threatened, affecting Mortgagor or any 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 each 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 each Guarantor hereby restates, remakes and reaffirms 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, Guarantors 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 any Guarantors in connection with the transactions which are the subject of this Agreement.

(a) It is acknowledged that Mortgagor and each Guarantor have read the General Release provisions of this Paragraph 9 and consulted legal counsel before executing same; that Mortgagor and Guarantors 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 Guarantors enter into the General Release provisions of this Paragraph 9 voluntarily, with full knowledge of its

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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.

[SIGNATURE PAGE FOLLOWS]

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

MORTGAGOR:
COMPANY AS
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

MORTGAGEE:
THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]
Its: Private Banking Officer

By: [Signature]
Trust Officer

COMPANY AS
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

GUARANTORS:
[Signature]
Saul Weiner, Individually

[Signature]
Aldo Marchetti, Individually

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

By: [Signature]
Saul Weiner, Member

By: [Signature]
Aldo Marchetti, Member

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

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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 #3949 ATTACHED TO AND MADE A PART OF THAT LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT

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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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1984 AND KNOWN AS TRUST #3814 ATTACHED TO AND MADE A PART OF THAT LOAN AND JUNIOR MORTGAGE MODIFICATION AGREEMENT

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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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, as Trust Officer ~~Trustee~~ of CHICAGO TITLE LAND TRUST/ ~~COMPANY~~ 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, 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.

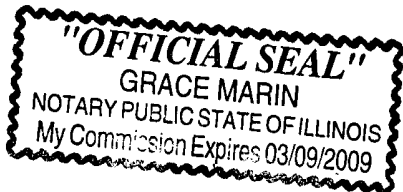
Given under my hand and Notarial Seal this 5th day of January, ~~2006~~ 2007.

GRACE MARIN

NOTARY PUBLIC

My Commission Expires: 3/9/2009

My County of Residence is: _____



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, individually and as a Member of Weimarc, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act on behalf of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of December, 2006.

Jill N. Simmons

NOTARY PUBLIC

My Commission Expires: 10/05/09

My County of Residence is: DuPage

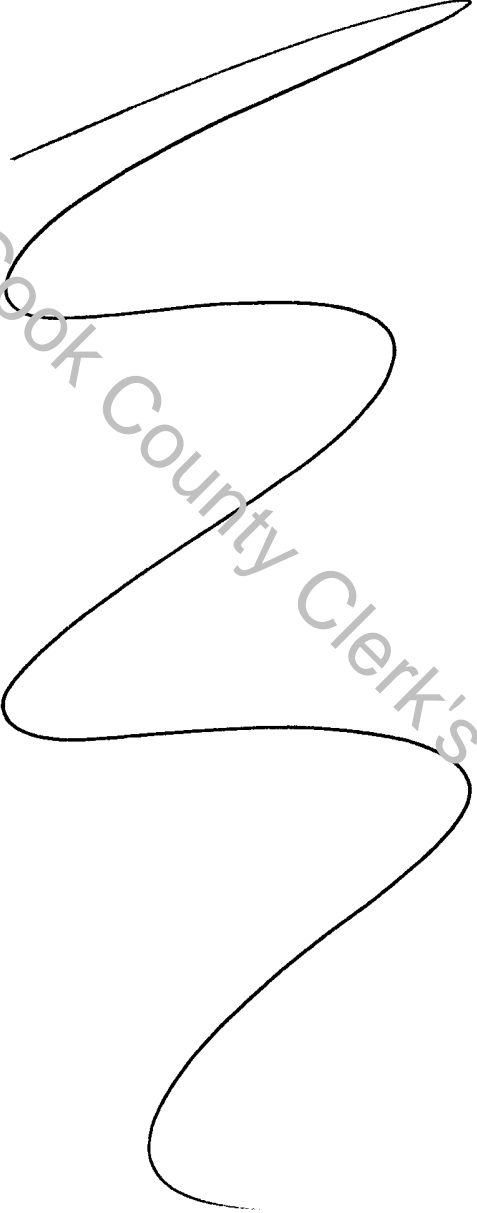


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EXHIBIT "A"

LEGAL DESCRIPTION

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STREET ADDRESS: 11130 KING ST
 CITY: FRANKLIN PARK COUNTY: COOK
 TAX NUMBER: 12-20-300-025-0000
 12-20-300-030/15-06-216-019
 LEGAL DESCRIPTION:

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 SOUTHEASTERLY (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 NORTHLAKE 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:

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;

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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:

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

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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 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.