UNOFFICIAL COPY

@ 8372115 CTI

RECORDATION REQUESTED BY:

1st Equity Bank Northwest 1330 West Dundee Road Buffalo Grove, IL 60089

WHEN RECORDED MAIL TO:

1st Equity Bank Northwest 1330 West Dundee Road Buffalo Grove, IL 60089 %2333]]3

Doc#: 0705333113 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 02/22/2007 10:06 AM Pg: 1 of 22

SEND TAX NOTICES TO:

1st Equity Bank Northwest 1330 West Dunde Road Buffalo Grove, IL 60089

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

1st Equity Bank Northwest 1330 West Dundee Road Buffalo Grove, IL 60089

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$9,000,000.00.

THIS MORTGAGE dated January 31, 2007, is made and executed between , not personally but as Trustee on behalf of COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 2003 AND KNOWN AS TRUST NUMBER 03-9859 (referred to below as "Grantor"), and 1st Equity Bank Northwest, whose address is 1330 West Dundee Road, Buffalo Grove, IL 60089 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Granto: pursuant to a Trust Agreement dated August 15, 2003 and known as COLE TAYLOR BANK UNDER TRUST AGREEMENT DATED AUGUST 15, 2003 AND KNOWN AS TRUST NUMBER 03-9859, mortgages and conveys to Leguer all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch of Drigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

See VINCENNES LEGAL, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 12113, 12121, 12131, 12140, 12147, 12159, 12203, 12211, 12219, 12225, 12139, 12230, 12231, 12235, 12237, 12243, 12244, 12249, 12250, 12256, 12255, 12259, 12260, 12261, 12261 S. VINCENNES (VINCENNES APARTMENTS), BLUE ISLAND, IL 60406. The Real Property tax identification number is

25-30-126-008-0000

25-30-126-009-0000

25-30-126-010-0000

25-30-126-011-0000

25-30-126-012-0000

25-20-126-013-0000

BOX 334 CTI

2249

0705333113 Page: 2 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 2

25-30-135-001-0000 25-30-135-002-0000 25-30-135-003-0000 25-30-135-004-0000 25-30-135-010-0000 25-30-135-011-0000 25-30-135-012-0000 25-30-135-013-0000 25-30-135-014-0000 25-30-135-015-0000 25-30-135-016-0000 25-30-135-017-0000 25-30-135-018-0000 25-30-135-019-0000 25-30-135-020-0000 25-30-135-021-0000 25-30-135-022-0000.

CROSS-COLLATERALIZATION. Ir addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

Grantor presently assigns to Lender all of Grantor's right, title and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

0705333113 Page: 3 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 3

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Illinois.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate companage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Crintor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of crizlease any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to deturnine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are prised on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) eleases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmles; Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, **Waste**. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with

0705333113 Page: 4 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 4

Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Stantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LEN'DER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether ray outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the laxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events price to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's

0705333113 Page: 5 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 5

lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to the order. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood razard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days atter rotice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether o not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and retain, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender

0705333113 Page: 6 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 6

determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a sine e-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) action to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the resolve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon Difault as described below.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Bulsted Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender does appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbisches and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then been interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be pay ble on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's n atu ity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender

0705333113 Page: 7 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 7

such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or selewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as riay be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Prope ty is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation. Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with

0705333113 Page: 8 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 8

Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deen, appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing scenents, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now o weed or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without

0705333113 Page: 9 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 9

limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtodness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness introediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appointment of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the

0705333113 Page: 10 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 10

Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fres; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, an reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection or its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and small bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), a peals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other party may change its address for notice is to change the party's address. For notice purposes, Granton egices to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

0705333113 Page: 11 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 11

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of realing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competer i jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Grantor's Liability. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be

0705333113 Page: 12 of 22

UNOFFICIAL COPY

Loan No: 1801805 (Continued) Page 12

the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Industedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and increin or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

DEFINITIONS. The foliowing capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means any and all persons and entities signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Marardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means _______, not personally but as Trustee under that certain Trust Agreement dated August 15, 2003 and kn vn as trust number 03-9859. The Grantor is the mortgagor under this Mortgage.

Hazardous Substances. The words "Hazardous Substances" mean materials and, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in

0705333113 Page: 13 of 22

UNOFFICIAL COPY

MORTGAGE

Loan No: 1801805 (Continued) Page 13

this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means 1st Equity Bank Northwest, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated January 31, 2007, in the original principal amount of \$4,500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.500%. The maturity date of the Note is November 1, 2007.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

COLE TAYLOR BANK UNDER TRUST AGREEMENT DATED AUGUST 15, 2003 AND KNOWN AS TRUST NUMBER 03-9859

Christine C

Christine C. Young Trast Officer

Authorized Signer for COLE TAYLOR BANK UNDER TRUST AGREEMENT DATED AUGUST 15, 2003 AND KNOWN AS

TRUST NUMBER 03-9859

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 excercise 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 the undersigned land trustee, 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.

Office

0705333113 Page: 14 of 22

UNOFFICIAL COPY

MORTGAGE (Continued)

	(Continued)	
	TRUST ACKNOWLEDGMENT	
STATE OF TUINDS)	
1 /) SS	
COUNTY OF GOOK)	
On this day of Public, personally appeared	of February 2007 be Christine C. Young	ofore me, the undersigned Notary
acknowledged the Mortgage to be trust documents or, by authority that he or she/they s/are authoriz the trust.	thorized trustee(s) or agent(s) of the trust the free and voluntary act and deed of the soft statute, for the uses and purposes there is to execute this Mortgage and in fact execute	trust, by authority set forth in the n mentioned, and on oath stated ecuted the Mortgage on behalf of
Notary Public in and for the State	of Thirtis	Stokie, Je 60077
My commission expires	COUNTY OF	"OFFICIAL SEAL" CARLOS RESTREPO Notary Public, State of Illinois My Commission Expires 07/31/08
LASER PRO Lending, Ver.	C /	3.FC TR-219 PR-31

0705333113 Page: 15 of 22

UNOFFICIAL COPY VINCENNES LEGAL

PARCEL 1:

THAT PART OF BLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2, SAID POINT BEING 161.92 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DECREES WITH THE EASTERLY LINE OF SAID BLOCK 2, A DISTANCE OF 140.50 FEET TO A POINT IN SAID EASTERLY LINE OF BLOCK 2, SAID POINT BEING 132.00 FEET NORHTEASTERLY OF THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF BLOCK 2, A DISTANCE OF 83.00 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WIT, SAID EASTERLY LINE, A DISTANCE OF 126.09 FEET TO A POINT IN THE WESTERLY LINE OF BLOCK 2; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF BLOCK 2, A DISTANCE OF 84.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND COMPRISING FAR. OF LOT 7 IN THE BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 10/41 FBET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID STRAIGHT LINE PASSING THROUGH A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, FAID POINT BRING 163.57 FBET BAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9), A DISTANCE OF 55.47 FBET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FBET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 7, THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.75 FBET TO THE WESTERLY LINE OF SAID LOT 7, THENCE NORTHBASTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 58 FBET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A TRACT OF LAND COMPRISING PART OF LOT 7 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 7 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 109.25 FEET TO A POINT 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT, AND RUNNING THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID STRAIGHT LINE PASSING THROUGH A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, SAID POINT BRING 183.83 FEET EAST OF THE

CONTINUED ON NEXT PAGE

0705333113 Page: 16 of 22

UNOFFICIAL COPY

SOUTHWESTERLY CORNER OF SAID LOT 9, A DISTANCE OF 55.47 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 7, THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 109 FRET TO THE EASTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 55.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINDIS.

PARCEL 4:

A TRACT OF LAND COMPRISING PART OF LOTS 7 AND 8 IN BLOCK 9 IN SOUTH WASHINGTON HAIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8, AND RUNNING THENCE EAST ALONG SAID FARALLEL LINE, A DISTANCE OF 17/12 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9, IN SAID BLOCK 8, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT, TO A POINT ON THE NORTH LINE OF SAID LOT 7, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHEASTEPLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE PURTH LINE OF SAID LOT 7; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 117.75 FEET TO THE WESTERLY LINE OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOTS 7 AND 8 A DISTANCE OF 52.62 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A TRACT OF LAND COMPRISING PART OF LOTS 7 AND 8. IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 3D, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF \$AID LOT 7 WITH A LINE DRAWN FARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT LIVE) ANGLES THERETO) THE NORTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID JARALLEL LINE, A DISTANCE OF 109 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRIWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7, TO A POINT ON THE SOUTHWESTERLY CORNER OF SAID LOT 7, TO A POINT ON THE SOUTHWESTERLY CORNER OF SAID LOT 9, THUNCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FLET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8, THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.78 FEET TO THE EASTERLY LINE OF SAID LOT 8, THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOTS 7 AND 8, A DISTANCE OF 50.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINGIS.

PARCET. 6:

A TRACT OF LAND COMPRISING PART OF LOT \$ IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS,

0705333113 Page: 17 of 22

UNOFFICIAL COPY

A SUBDIVISION OF THE NORTH WBST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 5.16 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8 AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.78 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7 TO A POINT ON THE SOUTH LINE OF LOT \$ IN SAID BLOCK 8, (SAID FOINT BEING 183.63 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9); THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND \$4.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 8; THENCE EAST ALONG SAID LAST DECRIBED PARALLEL LINE, A DISTANCE OF 108.56 FEET TO SAID EASTERLY LINE OF LOT 8, A DISTANCE OF 50.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

A TRACT OF LAND COMPRISING PART OF LOT 8 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH POST 1/4 OF SECTION 30, TOWNSHIF 37 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MPALDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 54.82 FREE SOUTH OF (MEASURED AT RIGHT ANGLES THERSTO) THE NORTH LINE OF SAID LOT 8, AND ROTING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 136.48 FREE TO AN INTERSECTIOT WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9 IN SAID ELOCK 8, SAID POINT BEING 163.57 FREE EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT, TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 107.41 PAPT PAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHKASTERLY ALONG SAID STALIGHT LINE, A DISTANCE OF 50.31 PRET TO AN INTERSECTION WITH A LINE DRAWN PARLLEL WITH AND 5.15 FRET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) EAID NORTH LINE OF LOT 8; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 127.12 FRET TO SAID WESTERLY LINE OF LOT 8, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 52.62 FRET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A TRACT OF LAND COMPRISING PART OF LOTS 8 AND 9 IN BLOCK 6 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BRING DESCRIBED AS POLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO)
THE NORTH LINE OF SAID LOT 8; AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.56 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7, TO A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID

0705333113 Page: 18 of 22

UNOFFICIAL COPY

LOT 9: THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF \$0.22 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9: THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.34 FEET TO THE EASTERLY LINE OF SAID LOT 9: THENCE NORTHERSTERLY ALONG SAID ERSTERLY LINE OF SAID LOTS 8 AND 9, A DISTANCE OF 50.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

A TRACT OF LAND COMPRISING PART OF LOTS 8 AND 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS. A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE MESTERLY LINE OF SAID LOT 9 WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9 AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE C? 145.82 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 153.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN BLOCK 8, SAID FOINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHEAS LOLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.22 FEET TO AN INTERSECTION WITH A LANE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8; THENCE WEST ALONG LAST DESCRIBED PARALLEL DINE, A DISTANCE OF 136.48 FEET TO THE WESTERLY LINE OF LOT 8, THENCE SOUTHWESTERLY ALONG FAID WESTERLY LINE OF LOTS 6 AND 9, A DISTANCE OF 52.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OI SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, I V COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 9 WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH OF (MLACETRED AT RIGHT ANGLES THERETO) THE SOUTH LINE OF SAID LOT; AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.12 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 18.83 FRET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT, TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWEST RIX CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SCITE OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.34 FEET TO THE EASTERLY LINE OF LOT 9; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 50.35 PERT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8, IN SOUTH WASHINGTON HEIGHTS.

0705333113 Page: 19 of 22

A SUBDIVISION OF THE NORTH PETT 1/4 OF SECTION 1. TO MSHIP 1/2 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 9 AND PASSING THROUGH A POINT ON SAID SOUTH LINE 56.00 FEET EAST OF THE SOUTHWESTERLY CORNER OF BAID LOT AND SAID POINT OF BEGINNING BEING 44.50 FEET NORTH OF SAID SOUTH LINE OF LOT 9; AND RUNNING THENCE NORTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 49.67 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 122.74 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID SOUTH LINE OF LOT 9; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 114.74 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

A TRACT OF LATE COMPRISING PART OF LOT 9 IN BLOCK 8, IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD REPORT MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBE? //S FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 9 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 DISTANCE OF 107.92 FEET TO A POINT 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID LINE PASSING THROUGH A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT DEAN, 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7), A DISTANCE OF 45.57 FEET, TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH CF (MEASURED AT RIGHT ANGLES THERETO) SAID SOUTH LINE OF LOT 9; THENCE EAST ALON; SAID PARALLEL LINE, A DISTANCE OF 108.12 PEET TO THE EASTERLY LINE OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 45.11 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 13:

A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN COUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLICOS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POIN. BLING 56.00 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9; THENCE NORTH, PARF & DICULAR TO SAID SOUTH LINE OF LOT 9 A DISTANCE OF 44.50 FEBT; THENCE EAST PANILLP' WITH SAID SOUTH LINE, A DISTANCE OF 114.74 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 103.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE C2 LOT 7 IN BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF

0705333113 Page: 20 of 22

SAID LOT 7; THE ICE CONTRESPERLY ALOR SAID STATES INT. A DISTANCE OF 45.07 FEET TO SAID SOUTH LINE OF LOT 9; THENCE WEST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE 107.57 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THAT PART OF BLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON MEIGHTS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2 SAID POINT BEING 310.40 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 2, THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH THE EASTERLY LINE OF SAID BLOCK 2 A DISTANCE OF 111.68 PRET TO A POINT IN SAID HASTERLY LINE OF BLOCK 2, SAID POINT BEING 298 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF BLOCK 2 A DISTANCE OF 83 FEET; THENCE A DISTANCE OF 97.27 FEET TO A POINT IN THE WESTERLY LINE OF SAID BLOCK 2; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF BLOCK 2 A DISTANCE OF 84.24 FEET TO THE POINT OF TEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THAT FART OF PLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE MORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 MORTH, RANGE 14 EAST OF THE THIP! PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2 SAID POINT BEING 246.16 FRET NORTHEASTERLY OF THE SOUTHWEST CORNER OF EAID BLOCK 2; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 50 DEGREES WITH THE EASTERLY LINE OF SAID BLOCK 2. A DISTANCE OF 126 FRET TO A POINT IN SAID EASTERLY LINE OF BLOCK 2, SAID POINT BEING 215 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF BAID BLOCK 2, THENCE MORTHWESTERLY ALONG SAID EAGTERLY LINE OF BLOCK 2 A DISTANCE OF 83 FEET THENCE A DISTANCE OF 111.68 FEET TO A POINT TO THE WESTERLY LINE OF SAID BLOCK 2, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF ALONG 2 A DISTANCE OF 84.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 16;

THAT PART OF BLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FALLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2 SAID POINT BATTAG 417.68 PERT NORTHRASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 2; THEN 3 SOUTHRASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH THE BASTERLY LINE OF BLOCK 2. SAID FOINT BEING 364 FEET NORTHRASTERLY OF THE SOUTHRAST CORNER OF SAID BLOCK 2; THENCE NORTHRASTERLY ALONG SAID EASTERLY LINE OF BLOCK 2 A DISTANCE OF 63 FEET, THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH SAID BLOCK 2. TURNCE A DISTANCE OF 82.35 FEET TO A POINT TO THE WESTERLY LINE OF SAID BLOCK 2. TURNCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF BLOCK 2 A DISTANCE OF 84.24 PERT TO THE

0705333113 Page: 21 of 22

POINT OF BEGINNING ALL IN OUR COUNTY CLILINGS COPY

PARCEL 1.7:

LOTS 1, 2, AND 3 IN BLOCK 10 IN LINDEN HEIGHTS, A SUBDIVISION OF ALL THAT PART OF ORIGINAL BLOCK 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18:

LOT 7 (EXCEPT THE NORTH 33 FEST), ALL OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 33 FRET) ALL IN BLOCK 7 OF SOUTH WASHINGTON HEIGHTS IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WESTERLY CORNER OF SAID LOT 9 THENCE ON ING EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 56 FEET; THENCE NORTH, PERPINDICULAR TO SAID SOUTH LINE, A DISTANCE OF 94.17 FEET TO AN INTE RESCIION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEST SOUTH OF (MEASURED AT RIGHT ANGLES THRETO) THE NORTH LOT LINE OF SAID LOT 9; THENCE WEST ALONG SAID PARALLEL LINE 1 TITANCE OF 23.08 FEET TO THE WESTERLY LINE OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 99.75 FEET TO THE POINT OF BEGINNING

PARCEL 19:

A TRACT OF LAND COMPRISING PACT OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WESTPLLY CORNER OF SAID LOT 9 THENCE RUNNING PERPINDICULAR TO SAID SOUTH LINE, A DISTANCE OF 56 FLET; THENCE WORTH, PERPINDICULAR TO SAID SOUTH LINE, A DISTANCE OF 94.17 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LOT LINE OF SAID LOT 9; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 23.08 FEET TO THE WESTERLY LINE OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 99.75 PLET TO THE POINT OF BEGINNING

, PARCEL 20:

THAT PART OF BLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: FAGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2 SAID POINT BEING 77.18 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTH BASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH THE EASTBRLY LINE OF SAID BLOCK 2 AD DISTANCE OF 154.91 FEET TO A POINT IN SAID EASTERLY LINE OF BLOCK 2, SAID FORTH BEING 49 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF BLOCK 2 A DISTANCE OF DO FEET; THENCE

_0705333113 Page: 22 of 22

NORTHWESTERLY ALONG A LINE CRING AN INGLE OF 9 DEGISES WITH SAID EASTERLY LINE A DISTANCE OF 140.50 FEET TO A COUNT IN THE WESTERLY LINE OF SAID BLOCK 2; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF BLOCK 2 A DISTANCE OF 84.24 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 21:

THAT PART OF BLOCK 2 IN THE RESUBDIVISION OF BLOCK 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30. TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 2 A DISTANCE OF 77.68 FEET; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH THE EASTERLY LINE OF SAID BLOCK 2 A DISTANCE OF 154,91 FEET TO A POINT IN SAID EASTERLY LINE OF BLOCK 2 A DISTANCE OF 49 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 2 TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 2: ALL IN COOK COUNTY, ILLINOIS.

PERMANENT IN DEX NUMBERS:

25-30-130-014-0000		25-30-135-011-0000
25-30-126-008-0000	C	25-30-135 - 012-0000
25-30-126-009-0000 -		
25-30-126-010-0000	02	25-30-135-013-0000
25-30-126-011-0000	1	25-30-135-014-0000
		25-30-135-015-0000
25-30-126-012-0000	0,	25-30-135-016-0000
25-30-126-013-0000	4	25-30-135-017-0000
25-30-135-001-0000	///	25-30-135-018-0000
25-30-135-002-0000	• 9	25 30-135-019-0000
25-30-135-003-0000		1 1 1
25-30-135-004-0000		25-30-135-020-0000 25-1-135-021-020-
25-30-135-010-0000		25-30 35-021-0000
25 50 155 010-0000		25-30-135-022-0000
		1,0
•		
		·C)