



Doc#: 0713448025 Fee: \$42.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/14/2007 10:28 AM Pg: 1 of 10

This document prepared
by, and after recording to:

John J. Conway, Esq.
Sullivan Hincks & Conway
120 West 22nd Street
Suite 100
Oak Brook, Illinois 60523

Address of Property:

2500 West Roosevelt Rd.
Chicago, Illinois 60608

Doc#: 0629949098 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2006 02:50 PM Pg: 1 of 8

**This Document is being
re-recorded to correct the
legal description.*

RE-RECORDED DOCUMENT

3011289 134

**FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (the "Amendment") is made as of this 11th day of June, 2006, between US BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1986 AND KNOWN AS TRUST NO. 997 ("TRUSTEE"), having its principal office located at 104 North Oak Park Avenue, Second Floor, Oak Park, Illinois 60301, and Charles Mack and Gwyn Mack, 2500 West Roosevelt Road, Chicago, Illinois 60608 (collectively referred to as "Beneficiary"), (Trustee and Beneficiary are hereinafter individually and collectively referred to as "Mortgagor") and AMERICAN CHARTERED BANK having its principal office at 4685 Winfield Road, Warrenville, Illinois, 60555 ("Lender").

RECITALS

WHEREAS, Maker (Charles Mack and Gwen Mack, also referred to herein as Guarantor) is indebted to Lender in the principal sum of FIVE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,700,000.00), or so much thereof as may be now or hereafter disbursed to or for the benefit of Maker (as defined below), which indebtedness is evidenced by the Third Replacement Mortgage Note in the amount of \$3,700,000.00 dated April 27, 2005 and the Promissory Note in the amount of \$2,000,000 of even date herewith and all modifications, substitutions, extensions, replacements and renewals thereof (collectively "Note") in the amount of FIVE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,700,000.00), providing for repayment of principal and interest and providing for a final payment of all sums due thereunder on April 30, 2007. All obligors on the Note are collectively referred to herein as "Maker".

1

NATIONWIDE TITLE COMPANY
I CERTIFY THIS TO BE A TRUE &
EXACT COPY OF THE ORIGINAL
BY B. Kaminaki

NTC 00 1298

UNOFFICIAL COPY

WHEREAS, to secure the repayment of the Third Replacement Mortgage Note, the Mortgagor granted to Lender a mortgage dated November 7, 2002 and recorded as document number 0021263090, and duly recorded with the Cook County Recorder's Office (the "Mortgage"). The Third Replacement Mortgage Note, the Mortgage, the Promissory Note, and the Third Loan Modification Agreement, shall be referred to as the "Loan Documents."

WHEREAS, the Mortgagor and Lender desire to amend the Mortgage and the Loan Documents to include the indebtedness evidenced by the Promissory Note dated 8/7/2006 2006 in the sum of \$2,000,000.

Agreements

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Incorporation of Recitals, Definitions. The foregoing recitals are hereby incorporated into and made a part of this Amendment. Terms appearing as defined terms and not otherwise expressly defined herein shall have the respective meanings given them in the other Loan Documents.
2. Amendment to Mortgage. The Loan amount, as that term is defined in the Loan Documents shall hereinafter include as part of the indebtedness secured by the Mortgage, the sum of \$2,000,000 evidenced by the Promissory Note, and all amounts due inclusive of the additional loan shall be repaid in accordance with the terms contained in the Promissory Note, in the Mortgage or in the other Loan Documents, and any amendments thereto, in exchange for a fee paid by Mortgagor to Lender, and other good and valuable consideration, all as specified in the Third Loan Modification Agreement.
3. Certain Other Definitions. The parties confirm and agree that in the Mortgage and the other Loan Documents:
 - (a) all references to the "Loan" shall be deemed to include, without limitation, the indebtedness secured by the Mortgage, the sum of \$2,000,000 evidenced by the Promissory Note;
 - (b) all references to the "Note" shall be deemed to mean and refer to the Promissory Note dated May 2, 2006 in the sum of \$2,000,000; and,
 - (c) all references to the "Mortgage" or any of the other Loan Documents shall be deemed to include, without limitation, the indebtedness secured by the Mortgage, the sum of \$2,000,000 evidenced by the Promissory Note.
4. Continuation of Liens. Nothing contained in this Amendment or any of the other Loan Documents shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness and obligations evidenced by the Note and secured by the Mortgage or the other Loan Documents or waive, release, impair, or affect the lien of the Mortgage or the validity or priority thereof.
5. Amendments Controlling. The Amendment and the Loan Documents are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an inconsistency between the Amendment and the Loan Documents which cannot reasonably be reconciled, the Amendment is intended to control. The provisions of the Loan Documents are

UNOFFICIAL COPY

in full force and effect except as amended hereby and by the other loan documents, and the Loan Documents as so amended are ratified and confirmed hereby by Mortgagor, Guarantor and Mortgagee.

6. Miscellaneous.

(a) This Amendment, the other Loan Documents set forth the entire understanding between Mortgagor, Guarantor and Mortgagee and the other parties thereto relative to the Promissory Note and the existing loans, and no such document may be amended except by a written instrument duly executed by the parties thereto sought to be charged.

(b) If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Amendment, except that if such provision relates to, the payment of any monetary sum, then Mortgagee may, at its option, declare the indebtedness evidenced and secured by the Loan Documents immediately due and payable. The foregoing notwithstanding, if it is determined that any other person or entity other than Mortgagee shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Amendment or the other Loan Documents, the original terms of the Promissory Note and Loan Documents shall be severable from this Agreement and separately enforceable from the terms thereof as modified hereby in accordance with the original terms, and the Mortgagee shall maintain all legal or equitable priorities which were in existence before the execution of this Amendment and other Loan Documents. It is understood by and is the intention of parties hereto that any legal or equitable priorities of the Mortgagee over any party which were in existence before the execution of this Amendment and the other Loan Documents shall remain in effect after the execution of this Amendment.

(c) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without reference to any choice or conflict of laws principles.

(d) The provisions hereof shall be binding upon Mortgagee and Mortgagor and Guarantor and their respective heirs, devisees, representatives, successors and assigns, including successors in interest of Mortgagor in and to all or any part of the Mortgaged Property, subject to restrictions on assignment contained in the Loan Documents, and shall inure to the benefit of Mortgagee and its successors, substitutes and assigns.

(e) This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(f) Mortgagee's failure (whether intentional or unintentional) to exercise any rights or remedies which Mortgagee may now have for the failure of Mortgagor or Guarantor to comply with the Loan Documents shall not constitute a waiver by Mortgagee of any obligation of Mortgagor or Guarantor set forth in the Loan Documents, or any right of Mortgagee to exercise such rights and remedies for such failure, and Mortgagee may at any time hereafter require Mortgagor and Guarantor to comply with and satisfy all conditions and requirements of the Loan Documents and exercise any rights and remedies which Mortgagee may have for the failure of Mortgagor or Guarantor so to comply.

(g) The execution and delivery hereof have been duly authorized by the Mortgagor and such execution and delivery shall cause Mortgagor to be bound hereby. The signatory of this Amendment on behalf of Mortgagor represents hereby that he or she has the authority to execute and deliver the same on behalf of

UNOFFICIAL COPY

MORTGAGOR'S ADDRESS:

MORTGAGOR'S ADDRESS:

US BANK
TRUST DEPARTMENT
104 NORTH OAK PARK AVENUE
SECOND FLOOR
OAK PARK, ILLINOIS 60301

See note attached for Trustee's
Declaration of Fiduciary Language, which
is hereby expressly made a part hereof.

BENEFICIARIES ADDRESS:

2500 WEST ROOSEVELT ROAD
CHICAGO, ILLINOIS 60608

TRUSTEE:

US BANK, NOT PERSONALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT DATED
JUNE 9, 1986 AND KNOWN AS TRUST NO. 997

By: Mary Figiel

PRINTED NAME: Mary Figiel

ITS: Land Tr. Offer

(TITLE)

BENEFICIARY:

Charles Mack

CHARLES MACK

Gwyn Mack

GWYN MACK

PREPARED BY AND AFTER
RECORDING RETURN TO:

JOHN J. CONWAY, ESQ.
SULLIVAN HINCKS & CONWAY
120 WEST 22ND STREET
SUITE 100
OAK BROOK, ILLINOIS 60523

UNOFFICIAL COPY

GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 997-C as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mary Figiel personally known to me to be same person whose name is subscribed to the foregoing instrument as LTO of US Bank, not personally but solely as Trustee under Trust Agreement dated June 9, 1986 and known as Trust No. 997, appeared before me this day in person and severally acknowledged to me that he/she, being thereunto duly authorized and signed the said MORTGAGE ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, as his/her free and voluntary act and the free and voluntary act of the Company as Trustee aforesaid, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.



Elizabeth Nieman
Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

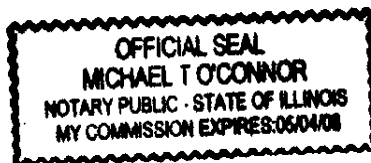
I, Michael T O'Connor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Mack and Gwyn Mack, personally known to me to be the same persons whose names are subscribed to the foregoing MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of May, 2006.

Michael T O'Connor

Notary Public

My Commission Expires: 5/14/08



UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION OF ROOSEVELT PROPERTY

EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING LOT 1 IN LONGLEY'S SUBDIVISION OF SOUTH 183.5 FEET OF THE EAST ½ OF THE SOUTH ¼ OF THE WEST ¼ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13 AFORESAID CONVEYING ALL STREETS AND THE PRIVATE ALLEY WITHIN SAID TRACT OF LAND IN COOK COUNTY, ILLINOIS.

PARCEL "C":

A PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST ¼ OF THE WEST ¼ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF 12TH STREET;
THENCE NORTH ALONG SAID EAST LINE 574.3 FEET OF SOUTH LINE OF FILLMORE STREET;
THENCE WEST ON SOUTH LINE OF FILLMORE STREET 316.0 FEET;
THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE WEST ¼ OF THE WEST ¼ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13 AFORESAID TO THE NORTH LINE OF 12TH STREET;
THENCE EAST ON THE NORTH LINE OF 12TH STREET OF THE PLACE OF BEGINNING EXCEPTING THEREFROM THAT PORTION DESCRIBED AS COMMENCING ON THE NORTH LINE OF 12TH STREET 196.5 FEET WEST OF THE INTERSECTION OF THE EAST LINE OF THE WEST ¼ OF THE WEST ¼ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SAID SECTION 13 WITH THE NORTH LINE OF SAID 12TH STREET;
THENCE NORTHWESTARDLY 139.87 FEET TO A POINT 57.06 FEET EAST OF THE WEST LINE OF SAID TRACT;
THENCE NORTHWESTWARDLY 116.06 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 225.5 FEET NORTH OF THE SOUTH WEST CORNER THEREOF;
THENCE SOUTH 225.5 FEET TO THE SOUTH WEST CORNER THEREOF;
THENCE EAST 119.5 FEET TO THE PLACE OF BEGINNING

ALSO EXCEPTING THEREFROM THE FOLLOWING

THAT PART OF LOT 39 LYING WEST OF THE EAST FACT OF STONE WALL DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 39, WHICH POINT IS 23 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 39; RUNNING THENCE SOUTH-EASTERLY 4.68 FEET ON A LINE WHICH IF PRODUCED WOULD INTERSECT THE SOUTH LINE OF LOT 38 AT A POINT DISTANT 2 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ON A STRAIGHT LINE 22.21 FEET TO THE WEST LINE OF SAID LOT 39; AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 39, A DISTANCE OF 17.91 FEET TO THE POINT OF BEGINNING; IN SILVERMAN'S WEST 12TH STREET SUBDIVISION OF THE WEST ¼ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO EXCEPTING THEREFROM THAT PART OF LOTS 42, 43, 44 AND 45 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 44 WHICH IS 4.5 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 44; THENCE NORTHWESTERLY TO A POINT OF THE NORTHLINE OF LOT 42; WHICH IS 7 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 42; THENCE EAST ALONG THE NORTH LINE OF LOT 42, A DISTANCE OF 15.3 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 22.4 FEET TO A POINT WHICH IS 83.3 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF LOT 40; THENCE CONTINUING SOUTHEASTERLY A DISTANCE OF 115 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 45 WHICH IS 6.5 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 45; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 45 AND 44 A DISTANCE OF 11 FEET TO THE POINT OF BEGINNING; IN SILVERMAN'S WEST 12TH STREET SUBDIVISION AFORESAID; ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL "D":

ALSO THAT PART OF THE SOUTH 33 FEET OF WEST FILLMORE STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF VACATED LOTS 1 TO 5, BOTH INCLUSIVE, LYING WEST OF AND ADJOINING THE EAST LINE OF SAID VACATED LOT 1, PRODUCED NORTH 33 FEET IN SILVERMAN'S WEST 12TH STREET SUBDIVISION OF THE WEST ¼ OF THE SOUTH 9 ¼ ACRES OF THE WEST ½ OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2500 West Roosevelt Road, Chicago, Illinois 60608

PIN: 16-13-425-001
16-13-425-002
16-13-425-003
16-13-425-004
16-13-425-005
16-13-425-006
16-13-425-007
16-13-425-008
16-13-425-009
16-13-425-010
16-13-425-011
16-13-425-012

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A (corrected)

LEGAL DESCRIPTION OF ROOSEVELT PROPERTY

PARCEL "A":

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN THE SUBDIVISION OF LOT 1 IN JAMES LONGLEY'S SUBDIVISION OF THE SOUTH 183.5 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

THE EAST 1/2 OF THE SOUTH 10.07 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING LOT 1 IN LONGLEY'S SUBDIVISION OF SOUTH 183.5 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID, CONVEYING ALL STREETS AND THE PRIVATE ALLEY WITHIN SAID TRACT OF LAND IN COOK COUNTY, ILLINOIS.

PARCEL "C":

A PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF 12TH STREET; THENCE NORTH ALONG SAID EAST LINE 574.3 FEET OF SOUTH LINE OF FILLMORE STREET; THENCE WEST ON SOUTH LINE OF FILLMORE STREET 316.0 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID TO THE NORTH LINE OF 12TH STREET; THENCE EAST ON THE NORTH LINE OF 12TH STREET OF THE PLACE OF BEGINNING EXCEPTING THEREFROM THAT PORTION DESCRIBED AS COMMENCING ON THE NORTH LINE OF 12TH STREET 196.5 FEET WEST OF THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 13 WITH THE NORTH LINE OF SAID 12TH STREET; THENCE NORTHWESTWARDLY 139.87 FEET TO A POINT 57.06 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTHWESTWARDLY 116.06 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 225.5 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 225.5 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EAST 119.5 FEET TO THE PLACE OF BEGINNING ALSO EXCEPTING THEREFROM THE FOLLOWING THAT PART OF LOT 39 LYING WEST OF THE EAST FACE OF STONE WALL DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 39, WHICH POINT IS 23 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 39; RUNNING THENCE SOUTHEASTERLY 4.68 FEET ON A LINE WHICH IF PRODUCED WOULD INTERSECT THE SOUTH LINE OF LOT 38 AT A POINT DISTANT 2 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ON A STRAIGHT LINE 22.21 FEET TO THE WEST LINE OF SAID LOT 39, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 39, A DISTANCE OF 17.91 FEET TO THE POINT OF BEGINNING; IN SILVERMAN'S WEST 12TH STREET SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO EXCEPTING THEREFROM THAT PART OF LOTS 42, 43, 44 AND 45 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 44 WHICH IS 4.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 44; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF LOT 42; WHICH IS 7 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 42; THENCE EAST ALONG THE NORTH LINE OF LOT 42, A DISTANCE OF 15.3 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 22.4 FEET TO A POINT WHICH IS 83.3 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF LOT 40; THENCE CONTINUING SOUTHEASTERLY A DISTANCE OF 115 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 45 WHICH IS 6.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 45; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 45 AND 44 A DISTANCE OF 11 FEET TO THE POINT OF BEGINNING; IN SILVERMAN'S WEST 12TH STREET SUBDIVISION AFORESAID; ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL "D":

ALSO THAT PART OF THE SOUTH 33 FEET OF WEST FILLMORE STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF VACATED LOTS 1 TO 5, BOTH INCLUSIVE, LYING WEST OF AND ADJOINING THE EAST LINE OF SAID VACATED LOT 1, PRODUCED NORTH 33 FEET IN SILVERMAN'S WEST 12TH STREET SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 9 3/4 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "E":

LOTS 1 TO 6, BOTH INCLUSIVE, AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY LYING WEST OF LOTS 1, 2 AND 3, ALL IN BLOCK 2 OF THE SUBDIVISION OF THE NORTH 10-1/4 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF SILVERMAN'S WEST 12TH STREET SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 9 3/4 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN THE SUBDIVISION OF LOT 1 IN JAMES LONGLEY'S SUBDIVISION OF THE SOUTH 183.5 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 1 TO 10 AND PRIVATE ALLEY IN JAMES LONGLEY'S SUBDIVISION OF THE SOUTH 183.5 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID.

ALL TAKEN AS ONE TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 19 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT BEING THE WEST LINE OF SOUTH CAMPBELL AVENUE FOR A DISTANCE OF 314.44 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS WEST 627.41 FEET TO THE EAST LINE OF THE WEST 20 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG SAID EAST LINE 75.54 FEET; THENCE SOUTH 06 DEGREES 34 MINUTES 16 SECONDS EAST 16.38 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 39 SECONDS EAST 112.33 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 36 SECONDS EAST 15.31 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 50 SECONDS EAST 22.40 FEET; THENCE SOUTH 24 DEGREES 37 MINUTES 52 SECONDS EAST 115.98 FEET TO THE NORTH LINE OF 12TH STREET (ROOSEVELT ROAD); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 496.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2500 WEST ROOSEVELT ROAD, CHICAGO, COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(S): 16-13-425-001-0000; 16-13-425-002-0000; 16-13-425-003-0000; 16-13-425-004-0000; 16-13-425-005-0000; 16-13-425-006-0000; 16-13-425-007-0000; 16-13-425-008-0000; 16-13-425-009-0000; 16-13-425-010-0000; 16-13-425-011-0000; 16-13-425-012-0000; 16-13-425-013-0000