UNOFFICIAL COPY

RECORDATION REQUESTED BY:

LASALLE BANK N.A. 4747 W. Irving Park Road Chicago, IL 60641 Doc#: 0721417053 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 08/02/2007 11:26 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:

TaSalle Bank N.A.
Attn: Collateral Services
4747 West Irving Park Rd
Chicago, IL 60641

SEND TAX NOTICES TO:

ROBERT C HOWARD,
Individually
RONALD L FUTTER AN,
Trustee of TRUST
AGREEMENT DATED MAY 14,
1996 AND KNOWN AS THE
SEMINARY TRUST under the
provisions of a trust
agreement dated May 14,
1996
1932 NORTH SEMINARY
AVENUE

FOR RECORDER'S USE ONLY

Loan Number: 7301698648

This Mortgage prepared by:

CHICAGO, IL 60614

Brenda Boyle, LaSalle Bank N.A., Direct Originations LASALLE BANK N.A. 4747 W. Irving Park Road Chicago, IL 60641

205 / 7301698648 / 4002571

5a 50.

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 \$1,311,000.00.

THIS MORTGAGE dated July 17, 2007, is made and executed between RONALD L FUTTERMAN, Trustee of TRUST AGREEMENT DATED MAY 14, 1996 AND KNOWN AS THE SEMINARY TRUST under the provisions of a trust agreement dated May 14, 1996, whose address is 1932 NORTH SEMINARY AVENUE, CHICAGO, IL 60614; and ROBERT C HOWARD, individually, whose address is 1932 NORTH SEMINARY AVENUE, CHICAGO, IL 60614 (referred to below as "Grantor") and LASALLE BANK N.A., whose address is 4747 W. Irving Park Road, Chicago, IL 60641 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender 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 or irrigation 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:

t Splo Svy

0721417053 Page: 2 of 10

UNOFFICIAL COPY

MORTGAGE

Loan No: 7301698648 (Continued) Page 2

See EXHIBIT A, 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 1930 1932 1934 NORTH SEMINARY AVENUE, CHICAGO, IL 60614. The Real Property tax identification number is 14-32-400-062-0000, 14-32-400-064-000, 14-32-400-056-0000, 14-32-400-058-0000.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documerus. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and controlled in the Credit Agre

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 INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower 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.

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 the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (1) releases 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 harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

DUE ON SALE - CONSENT BY LENDER. 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

0721417053 Page: 3 of 10

UNOFFICIAL COPY

MORTGAGE (Continued)

Loan No: 7301698648 (Continued) Page 3

of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by 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 or to any land trust holding title to the Real Property, or by any other method of conveyance of an 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 taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior 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 and except as otherwise provided in this Mortgage.

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. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. 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 hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, If available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard rea, for the maximum amount of your credit line and the full unpaid principal balance of 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.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, i.ens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced the Would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement 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 (1) be payable on demand; (2) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Credit Agreement; or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity.

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

0721417053 Page: 4 of 10

UNOFFICIAL COPY

MORTGAGE (Continued)

Loan No: 7301698648 (Continued) Page 4

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.

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.

Full Performance. If Portower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor other rise 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 settement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will ray, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

Events of Default. Grantor will be in default under this Mortgage if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrover's or Grantor's financial condition. (2) Borrower does not meet the repayment terms of the Credit Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Rights and Remedies on Default. Upon the occurrence of an Event of 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 Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately 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.

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement 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.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this

0721417053 Page: 5 of 10

UNOFFICIAL COPY

MORTGAGE (Continued)

Loan No: 7301698648 (Continued) Page 5

Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; 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, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement 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), appeals, 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.

Additional Definition. Principal Amount. The words 'Prinicipal Amount' mean all sums of money which are disbursed at Borrower's request.

Miscellaneous Provisions. The following miscellaneous provisions are a part 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.

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

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

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.

Definitions. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means ROBERT C HOWARD and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated July 17, 2007, with credit limit of \$1,311,000.00 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 Credit Agreement is a variable interest rate based upon an index. The index currently is 8.250% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law. The maturity date of the Credit Agreement is July 17, 2017. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

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 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42

0721417053 Page: 6 of 10

UNOFFICIAL COPY

MORTGAGE (Continued)

Loan No: 7301698648 (Continued) Page 6

U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

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

Grantor. The word "Grantor" means ROBERT C HOWARD, Individually; and RONALD L FUTTERMAN, Trustee of TRUST AGREEMENT DATED MAY 14, 1996 AND KNOWN AS THE SEMINARY TRUST under the provisions of a trust agreement dated May 14, 1996.

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

Lender. The word "Lende" means LASALLE BANK N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

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 eary 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 Indebted less.

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

0721417053 Page: 7 of 10

UNOFFICIAL CO

(Continued) Page 7 Loan No: 7301698648

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, A GRANTOR AGREES TO ITS TERMS.	ND EACH
GRANTOR:	
XROBERT C HOV. AND, Individually	
X RONALD L FUTTERMAN Trustee of TRUST AGREEMENT DATED MAY 14, 1996 AND KNOWN AS THE SEMINARY	
TRUST under the provisions of 2 Trust Agreement dated May 14, 1996	
C	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF /LLINOIS	
COUNTY OF COOK	
On this day before me, the undersigned Notary Public, personally appeared ROBERT C HOWARD, to to be the individual described in and who executed the Mortgage, and acknowledged that he or she Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned	signed the I.
diver under my mand and official soul and	20 <u>07</u> .
By Vatrei a Carden Residing at Dirley Pair, 12	
Notary Public in and for the State of Allinois	
My commission expires 7/24/10 PATRICE A. CARDEN Notary Public, State of Illinois	
My Commission Expires 07/24/2010	

0721417053 Page: 8 of 10

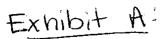
UNOFFICIAL COPY

MORTGAGE (Continued)

Page 8 Loan No: 7301698648 TRUST ACKNOWLEDGMENT STATE OF /LLINO15)) SS COUNTY OF COOK Zeo 7 before me, the undersigned Notary day of On this Public, personally appeared RONALD L FUTTERMAN, of TRUST Trustec AGREEMENT DATED MAY 14, 1996 AND KNOWN AS THE SEMINARY TRUST, and known to me to be an authorized trustee or agent of the trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust. Residing at Jinley Pack/L Notary Public in and for the State of Allins "OFFICIAL SEAL" My commission expires _ PATRICE A. CARDEN Notary Public, State of Illinois My Commission Expires 07/24/2010 :\apprice.

0721417053 Page: 9 of 10

UNOFFICIAL COPY



Real estate situated in the City of Chicago, Cook County, Illinois .

Parcel A: Pin 14-32-400-062-0000

A parcel of land consisting of part of Lot 115 and all of Lot 136 in (Webster and other) Subdivision of Lot 3 and part of Lot 2, in Block 9 in Sheffield's Addition to Chicago in Section 32, Township 42 North, Range 14 East of the Third Principal Meridian, and consisting also of part of Lot 84 in Hapgood's Subdivision of Lot 1 and part of Lot 2, in Block 9, in Sheffield's Addition to Chicago, said parcel being bounded and described as follows:

Beginning on the West line of Seminary Avenue, being also the East line of Lots 115 and 136, at a point which is 27.83 feet South from the Northeast corner of said Lot 115; and running thence West along a line parallel with the North line of said North line extended of said Lot 115, a distance of 88.45 feet to its intersection with the East face of brick building;

Thence South along the East face of said brick building, and along a Southward prolongation of said East face, a distance of 27.87 feet to its intersection with the Southwesterly line of said Lot 84, said point of intersection pelog 88.42 feet, measured perpendicularly West from the West line of Seminary Avenue;

Thence Southeastwardly along said Southwesterly line of Lot 84 a distance of 86.23 feet to the point of intersection of said Sout twesterly line with the Northwesterly line of said Lot 136;

Thence Southwestwardly along said Northwesterly line of Lot 136 a distance of 2 feet to the most Westerly corner of Lot 136;

Thence Southeastwardly along the Southwesterly line of said Lot 136 a distance of 40.47 feet to the most Southerly corner of Lot 136;

And thence North along the East line of Lot 136, along the West line of Seminary Avenue, and along the East line of said Lot 115 a distance of 118.78 feet to the point of beginning, in Cook County, Illinois.

Parcel B: Pin 14-32-400-064-0000

A parcel of land consisting of part of Lot 84 in Hapgood's Subdivision of Lot 1 and part of Lot 2, in Block 9 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian and consisting also of a part of Lot 3 and part of Lot 2, in Block 9 in Sheffield's Addition to Chicago aforesaid, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Lot 116;

And running thence South along the East line of said Lots 116 and 115 being also the West line of Seminary Avenue, a distance of 51.83 feet to a point which is 27.83 feet South from Northeast corner of said Lot 115;

Thence West along a line parallel with the North line of said Lot 115, a distance of 88.45 feet to its intersection with the East face of brick building;

Thence South along the East face of said brick building, and along a Southward prolongation of East face a distance of 27.87 feet to its intersection with the Southwesterly line of said Lot 84, said point of intersection being 88.42 feet, measured perpendicularly West from the West line of Seminary Avenue;

Thence Northwestwardly along said Southwesterly line of Lot 84 a distance of 72.69 feet to the point of intersection of said Southwesterly lot line with a Southward extension of the East line of Lots 132 and 135 inclusive in the subdivision of Lot 3 and part of Lot 2 in Block 9 aforesaid;

0721417053 Page: 10 of 10

UNOFFICIAL COPY

Exhibit A continued

Thence North along said Southward extension of the East line of Lots 132 to 135 inclusive a distance of 41.44 feet to the point if intersection of said line with the Northeasterly line of Lot 84;

Thence Southeastwardly along said Northeasterly lot line a distance of 33.87 feet to the West line of Lot 116;

Thence North along said West line of Lot 116, a distance of 2.63 feet to the Northwest corner of Lot 116:

And thence East along the North line of Lot 116, a distance of 110.0 feet to the point of beginning, in Cook County, Illinois, (excepting a parcel of land consisting of all of Lot 116 and part of Lot 115 in Webster and others Subdivision of Lot 3 and part of Lot 2, in Block 9 in Sheffields Addition to Chicago, and Consisting also of part of Lot 84 in Hapgood's Subdivision of Lot 1 and part of Lot 2 in Block 9 in Sheffield's Addition to Chicago, said parcel being bounded and described as follows:

Beginning at the Northeast corner of said Lot 116;

And running thence South along the East line of said Lots 116 and 115, being also the West line of Seminary Avenue, a distance of 51.83 feet to a point which is 27.83 feet South from the Northeast corner of said Lot 115;

Thence West along a line parallel with the North line of said North line extended of said Lot 115, a distance of 88.45 feet to its intersection with the East face of a brick building;

Thence North along the East face of said brick building, a distance of 37.45 feet to the Northeast corner of said brick building, said Northeast corner being 88.50 feet (measured perpendicularly) West from the East line of said Lot 116;

Thence Northwesterly along the Northeasterly face of said brick building, a distance of 24.23 feet to its intersection with a Southward prolongation of the West line of said Lot 116;

Thence North along said Southward prolongation and along the Vest line of Lot 116, a distance of 3.17 feet to the Northwest corner of Lot 116;

And thence East along the North line of Lot 116, a distance of 110.00 feet to the point of beginning, in Cook County, Illinois.

Parcel C: Pin 14-32-400-056-0000

The South half (exception the North 7-1/2 feet thereof) of Lot 134 and all of Lot 135 in the subdivision of Lot 3 and the North part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in the West half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel D: Pin 14-32-400-058-0000

That part of Lot 85 (lying South of the South line produced West of the North 7-1/2 feet of the South half of Lot 134 in the subdivision of Lot 1 and part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in the West half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 84 in Hapgood's Resubdivision of Lot 1 and part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in the West half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the East line produced South of Lots 132, 133, 134 and 135 in the subdivision of Lots 3 and part of Lot 2 in Block 9 in Sheffield's Addition to Chicago aforesaid, all in Cook County, Illinois.