

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0830433055 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/30/2008 09:46 AM Pg: 1 of 12

172 0 12/11/08 VC HEN

Property of Cook County Clerk's Office

The property identified as: PIN: 20-05-102-012-0000

Address:

Street: 1300 W. Exchange Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: THE NATIONAL BANK

Borrower: 1300 EXCHANGE LLC

Loan / Mortgage Amount: \$1,758,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

Box 400-CTCC

Certificate number: 7BE5249F-3048-466C-927B-DEE10B11131F

Execution date: 10/09/2008

UNOFFICIAL COPY

F431182 DRAEM 192

Space Above This Line For Recording Data

This instrument was prepared by Anousone Eakin , 1800 McDonough Road, Ste 210, Hoffman Estates, Illinois 60192

When recorded return to Anousone Eakin , 1800 McDonough Road, Ste 210, Hoffman Estates, Illinois 60192

Taxpayer Name/Address: 1300 Exchange LLC c/o The Plote Companies, 1100 Brandt Drive Hoffman Estates IL 60192

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is October 8, 2008. The parties and their addresses are:

MORTGAGOR:

1300 EXCHANGE LLC
An Illinois Limited Liability Company
1100 Brandt Drive
Hoffman Estates, IL 60192

LENDER:

THE NATIONAL BANK
Organized and existing under the laws of the United States of America
852 Middle Road
Bettendorf, IA 52722

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

See Attached Exhibit "A"

The property is located in Cook County at 1300 W Exchange Ave, Chicago, Illinois 60609.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

UNOFFICIAL COPY

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$2,520,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 100622232, dated October 8, 2008, from Mortgagor to Lender, with a loan amount of \$1,758,000.00 and maturing on October 8, 2013. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Mortgagor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

UNOFFICIAL COPY

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be solely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

UNOFFICIAL COPY

- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
- N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

13. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

Upon default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property and will have the right to possession provided by law. This Security Instrument will continue as a lien on any part of the Property not sold or foreclosed.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include all costs and disbursements, including reasonable attorneys' fees and collection agency charges, incurred to collect or enforce this debt. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

UNOFFICIAL COPY

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

UNOFFICIAL COPY

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

17. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

18. ESCROW FOR TAXES AND INSURANCE. As provided in a separate agreement, Mortgagor agrees to pay to Lender funds for taxes and insurance in escrow.

19. CO-SIGNERS. If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

20. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption, redemption, reinstatement and appraisal rights relating to the Property.

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Illinois, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. If this Security Instrument

UNOFFICIAL COPY

secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

1300 Exchange LLC

By 

Daniel R. Plote, Manager

LENDER:

THE National Bank

By 

Scott E. Damisch, Vice President

UNOFFICIAL COPY

ACKNOWLEDGMENT.

(Business or Entity)

State OF Illinois, County OF Cook ss.

This instrument was acknowledged before me this 9th day of October, 2008
by Daniel R. Plote - Manager of 1300 Exchange LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires: 2-26-09

Nancy A. Lawrence
(Notary Public)



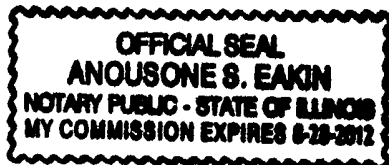
(Lender Acknowledgment)

State OF Illinois, County OF Kane ss.

This instrument was acknowledged before me this 24th day of October, 2008
by Scott E. Damisch -- Vice President of THE National Bank, a corporation, on behalf of the corporation.

My commission expires: 8-28-2012

Anousone S. Eakin
(Notary Public)



UNOFFICIAL COPY

EXHIBIT "A"

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCELS 1, 1A AND 1B INTENTIONALLY DELETED

PARCEL 1:

A PART OF EACH OF LOTS 1 AND 2 IN THE SUBDIVISION OF BLOCK 1 IN PACKER'S ADDITION OF PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 1 OF SAID PACKER'S ADDITION AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 50.09 FEET TO A POINT, WHICH IS 100.90 FEET WEST OF THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 34.03 FEET TO A POINT, WHICH IS 77.0 FEET EAST OF THE WEST LINE AND 20.75 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 191.03 FEET, A DISTANCE OF 150.15 FEET TO A POINT IN THE EAST LINE OF LOT 2 OF BLOCK 1, WHICH POINT IS 147.44 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 34.05 FEET TO ITS INTERSECTION WITH A LINE 4.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1 OF BLOCK 1 AFORESAID, SAID POINT OF INTERSECTION BEING 181.27 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 215.59 FEET TO AN INTERSECTION WITH THE LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SAID SECTION 5; THENCE WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 55.93 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 96.00 FEET OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 96.00 FEET OF LOT 2, A DISTANCE OF 283.24 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 200.00 FEET, A DISTANCE OF 134.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, WHICH POINT IS 373.28 FEET SOUTH FROM THE AFORESAID LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 5 AND THENCE SOUTH ALONG SAID WEST LINE OF LOT 2, BEING ALSO THE WEST LINE OF BLOCK 1, A DISTANCE OF 23.76 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE THAT IS 298.27 FEET SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID), IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 1, EXCEPT THE WEST 4.00 FEET THEREOF, OF BLOCK 1 OF PACKER'S ADDITION, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND CONSISTING OF A PART OF LOTS 1 AND 2 IN PACKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST PART OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF

UNOFFICIAL COPY

EXHIBIT "A"

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF BLOCK 1 OF SAID PACKER'S ADDITION TO CHICAGO, A DISTANCE OF 4.00 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 104.9 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE TO A POINT 77.00 FEET EAST OF THE WEST LINE AND 20.75 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 191.03 FEET TO A POINT IN THE EAST LINE OF LOT 2 OF BLOCK 1, A DISTANCE OF 147.44 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON A STRAIGHT LINE TO ITS INTERSECTION WITH A LINE 4.00 FEET EAST OF AND PARALLEL WITH WEST LINE OF LOT 1 OF BLOCK 1 AFORESAID, SAID POINT OF INTERSECTION BEING 181.27 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1; THENCE SOUTHERLY ALONG LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 449.65 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST, A DISTANCE OF 188.17 FEET; THENCE NORTHERLY AT AN ANGLE 89 DEGREES, 50 MINUTES WEST OF THE LAST DESCRIBED COURSE, A DISTANCE OF 357.17 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 99 DEGREES, 20 MINUTES WEST OF LAST DESCRIBED COURSE, A DISTANCE OF 91.36 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 109 DEGREES, 15 MINUTES WEST OF LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 168 DEGREES, 17 MINUTES WEST OF LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET; THENCE SOUTHERLY AT AN ANGLE OF 167 DEGREES, 04 MINUTES WEST OF LAST DESCRIBED COURSE, A DISTANCE OF 110.78 FEET; THENCE EAST, A DISTANCE OF 13.42 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NORTHWEST CORNER, A DISTANCE OF 77.44 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5 INTENTIONALLY DELETED

PARCEL 6:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 5, WHICH POINT IS 449.65 FEET WEST FROM THE SOUTHEAST CORNER OF SAID NORTH 1/2 AND RUNNING THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 14.92 FEET TO ITS INTERSECTION WITH AN EASTWARD EXTENSION OF THE NORTH FACE OF NORTH WALL OF A BRICK BUILDING; THENCE WEST ALONG SAID EASTWARD EXTENSION AND ALONG THE NORTH FACE OF THE NORTH WALL OF SAID BRICK BUILDING, A DISTANCE OF 112.50 FEET TO THE NORTHWEST CORNER OF SAID BRICK BUILDING, SAID NORTHWEST CORNER BEING 14.68 FEET NORTH FROM SAID LINE BETWEEN

UNOFFICIAL COPY**EXHIBIT "A"****5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):**

THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1.18 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 57.00 FEET TO THE NORTHWEST CORNER OF A BRICK BUILDING, SAID NORTHWEST CORNER BEING 13.32 FEET NORTH FROM SAID LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG THE WEST FACE OF THE WEST WALL OF SAID BRICK BUILDING, A DISTANCE OF 13.32 FEET TO SAID LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4 AND THENCE EAST ALONG SAID LINE BETWEEN THE NORTH 1/2 AND THE SOUTH 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 169.41 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6A

THE WEST 13.50 FEET OF THE EAST 449.65 FEET OF THE SOUTH 14.00 FEET OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY DEED RECORDED AUGUST 15, 1961 AS DOCUMENT 18246868 FROM SWIFT AND COMPANY TO ELICK LINDON AND CHARLOTTE LINDON FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE PRIVATE ALLEY SOUTH OF AND ADJOINING SAID PREMISES.

PARCEL 8

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1C AS CREATED BY PACKER'S ADDITION TO CHICAGO SUBDIVISION RECORDED JULY 1, 1868 AS DOCUMENT 174263 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE PACKER AVENUE, A PRIVATE STREET WEST OF AND ADJOINING SAID PREMISES.

PINS:

20-05-102-012-0000
 20-05-102-023-0000
 20-05-106-003-0000
 25-05-106-008-0000

1300 W. EXCHANGE AVE
 Chicago, IL