

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0909049134 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/31/2009 01:29 PM Pg: 1 of 18

FREEDOM TITLE CORP.

AR 6711068

The property identified as: PIN: 17-31-204-013-0000

**Address:**

**Street:** 3170-3250 S. Archer Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60608

**Lender:** Chicago Community Bank

**Borrower:** C & J Auto Parts, Inc.

**Loan / Mortgage Amount:** \$200,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 0B917987-536F-4756-8BE7-5259F1D7BA9C

**Execution date:** 11/26/2008

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RECORDATION REQUESTED BY:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

WHEN RECORDED MAIL TO:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

SEND TAX NOTICES TO:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

*FL 6711068 1/2*

FREEDOM TITLE CORP.

## MORTGAGE

THIS MORTGAGE dated November 26, 2008, is made and executed between **\*Cosmopolitan Bank & Trust**, as Successor Trustee to The Cosmopolitan National Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 23, 1960 and known as Trust #10214 (referred to below as "Grantor") and CHICAGO COMMUNITY BANK, whose address is 1110 WEST 35TH STREET, CHICAGO, IL 60609 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated September 23, 1960 and known as Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago #10214, mortgages 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:

See attached Exhibit 'A'

The Real Property or its address is commonly known as 3170-3250 S. Archer Avenue, Chicago, IL 60608. The Real Property tax identification number is 17-31-204-013, 17-31-204-014, 17-31-204-015, 17-31-204-016, 17-31-204-017, 17-31-204-018, 17-31-204-019, 17-31-204-020, 17-31-204-021, 17-31-204-022, 17-31-204-023, 17-31-204-024, 17-31-204-025, 17-31-204-026, 17-31-204-027, 17-31-204-028, 17-31-204-038, 17-31-204-039, 17-31-204-048, 17-31-204-052 & 17-31-204-050.

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

\*Bank National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
Cosmopolitan National Bank of Chicago



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Loan No: 115-4872-4

**MORTGAGE  
(Continued)**

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matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. 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, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

**DUE ON SALE - CONSENT BY 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 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. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership

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**Maintenance of insurance.** Grantor shall procure and maintain policies of fire insurance with minimum 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 mortgage clause in favor of Lender. Grantor shall also procure and maintain contracts for general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to 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 for the full unpaid principal balance of the loan and any other 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.

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

Grantor shall procure and maintain policies of fire insurance with minimum 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 mortgage clause in favor of Lender. Grantor shall also procure and maintain contracts for general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to 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 for the full unpaid principal balance of the loan and any other 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.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced on the Real Property, if any materials are supplied to the Property, if any mechanical, electrical, plumbing, or other services are furnished, or any materials are used on the Property, and Grantor shall pay the cost of such improvements.

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

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

**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 the 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 otherwise specified in the Mortgage.

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

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 the 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 otherwise specified in the Mortgage.

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## MORTGAGE (Continued)

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

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

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

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

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

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend

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Subsequent Taxes. If any tax to which this section applies is assessed subsequent to the date of this Mortgage Agreement, the Borrower shall have the same effect as an Event of Default, and the Lender may exercise any or all of its remedies for an Event of Default as provided below unless Grantor elects to pay the tax before it becomes

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

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute and deliver to Lender all documents, instruments, and other charges for recording or registering this Mortgage, including but not limited to, taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all

fees and charges for recording or registering this Mortgage, including but not limited to, taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

## IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions

relating to governmental taxes, fees and charges are a part of this Mortgage. and attorneys' fees incurred by Lender in connection with the condemnation. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees incurred by Lender in connection with the condemnation. Lender may, at its election, require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. If any proceeding or purchase in lieu of condemnation, Lender may, at its election, require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees incurred by Lender in connection with the condemnation.

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

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

and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

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

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

and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

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

Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full. Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

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Loan No: 115-4872-4

**MORTGAGE  
(Continued)**

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delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

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

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

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

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

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

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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



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**Breach of Other Agreement.** Any breach by Borrower or Guarantor under the terms of any other agreement, including without limitation any agreement concerning any indebtedness, or other obligation of Borrower or Guarantor, shall constitute an event of default under this Mortgage.

**Existing Indebtedness.** The payment of any indebtedness of Borrower or Guarantor on the Existing Indebtedness is not made within the time required by the terms of such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured within any applicable grace period of such instrument or any suit or other action is commenced to foreclose any existing lien on the property.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Guarantor or by any governmental agency against any property securing the indebtedness, this includes a garnishment of any of Borrower's or Guarantor's accounts, including deposit accounts, with Lender, however, the Event of Default shall not apply if there is a good faith dispute by Borrower or Guarantor as to the validity or enforceability of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower or Guarantor, or Lender writes to the creditor and deposits with Lender money or a surety bond for the creditor in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Insolvency.** The dissolution or formation of Borrower or Guarantor's existence as a going business, the insolvency of Borrower or Guarantor, the appointment of a receiver for any part of Borrower's or Guarantor's property, any assignment for the benefit of creditors, any type of creditor's workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Guarantor.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a lien and perfected security interest or lien) at any time and for any reason.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Guarantor or on Borrower's or Guarantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Default in Favor of Third Parties.** Should Borrower or any Guarantor default under any loan, extension of credit or any other agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Guarantor's property or Borrower's ability to repay the indebtedness of Borrower or Guarantor, or Borrower's ability to perform their respective obligations under this Mortgage or any related document.

**Other Defaults.** Borrower or Guarantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Guarantor.

**Payment Default.** Borrower fails to make any payment when due under the Mortgage.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an event of default under this Mortgage:

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

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## MORTGAGE (Continued)

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Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

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

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

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

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

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

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

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

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



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## MORTGAGE (Continued)

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mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

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

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

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

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

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

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

**Grantor's Liability.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the



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

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

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

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, as amended (SARA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules or regulations adopted in any state.

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

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Indebtedness Schedule attached to this Mortgage.

**Grantor.** The word "Grantor" means (i) Metropolitan Bank & Trust, its successor Trustee to The Metropolitan Bank of Chicago, not personally but as Trustee under the certain Trust Agreement dated September 27, 1999 and known as Trust number 10214, The Grantor is the mortgagee under this Mortgage.

**Guarantor.** The word "Guarantor" means any guarantor named in the recommendation form, or any or all of the parties to this Mortgage.

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

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and all amounts expended or accrued in connection with the discharge of Grantor's obligations or expenses incurred by Grantor to obtain Grantor's obligation to lender, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization of this Mortgage.

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,200,000.00.

Assignment of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

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**MORTGAGE  
(Continued)**

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**Lender.** The word "Lender" means CHICAGO COMMUNITY BANK, its successors and assigns.

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

**Note.** The word "Note" means the promissory note dated November 26, 2008, **in the original principal amount of \$200,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5.000% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on December 2, 2009. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 2, 2009, with all subsequent interest payments to be due on the same day of each month after that. 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 less than 5.500% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is December 2, 2009. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

**Trustee.** The word "Trustee" means Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, whose address is 801 N. Clark Street, Chicago, IL 60610, and any substitute or successor trustees.

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My commission expires \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

By \_\_\_\_\_

Residing at \_\_\_\_\_

to execute this Mortgage and in fact executed the Mortgage on behalf of the trust  
by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he is authorized  
the mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or  
and known to me to be an authorized trustee or agent of the trust that executed the mortgage and acknowledged  
of Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago #10214  
Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, Trustee

On this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ here, he has undergone

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

## TRUST ACKNOWLEDGMENT

Cosmopolitan National Bank of Chicago  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
Park National Bank

Chicago  
Successor Trustee to The Cosmopolitan National Bank of  
Authorized Signer for Cosmopolitan Bank & Trust, as  
By: HEREIN AND MADE A PART HEREOF.  
FOR SIGNATURES, NOTARY AND EXCULPATORY PROVISIONS OF TRUSTEE  
SEE RIDER ATTACHED HERETO WHICH IS EXPRESSLY INCORPORATED  
Cosmopolitan National Bank of Chicago #10214  
Trustee under that certain trust agreement dated 09-23-1960 and known  
as Cosmopolitan Bank & Trust, as Successor Trustee to The  
Cosmopolitan National Bank of Chicago, not personally but as  
Cosmopolitan Bank & Trust, as Successor Trustee to The  
Cosmopolitan National Bank of Chicago #10214

GRANTOR:

AGREES TO ITS TERMS

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR





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## EXHIBIT 'A'

### PARCEL 1:

LOTS 8, 9, 10, AND 11 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE SOUTHERLY 1/2 OF THAT PART OF VACATED ALLEY LYING NORTHERLY AND ADJOINING LOTS 8, 9, AND 10, SAID VACATION RECORDED FEBRUARY 6, 1975 AS DOCUMENT 22990012.

### PARCEL 2:

LOTS 14 TO 24 INCLUSIVE AND THE NORTHEAST 1/2 OF LOT 39 AND THE SOUTHWEST 1/2 OF LOT 39 IN STINSON'S RESUBDIVISION OF THE SOUTHWESTERLY 1/2 OF LOT 37 AND ALL LOTS 38, 39, AND LOTS 45 TO 47 INCLUSIVE IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ALSO:

A STRIP OF LAND 30 FEET WIDE NORTHERLY OF AND ADJOINING LOTS 14 TO 28 BOTH INCLUSIVE IN THE RESUBDIVISION OF THE SOUTHWEST 1/2 OF LOT 37 AND ALL OF LOTS 38, 39, AND LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN BY CONDEMNATION PROCEEDING FILED DECEMBER 4, 1987 AS 87L51396

### ALSO:

THE SOUTHWESTERLY 1/2 OF LOTS 36, ALL LOT 37 AND THE NORTHEASTERLY 1/2 OF LOT 38 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

A PART OF LOTS 1 THRU 7 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH WOOD STREET AND SOUTH ARCHER AVENUE, BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SOUTH WOOD STREET, BEING ALSO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.79 FEET TO ITS INTERSECTION WITH THE SOUTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG THE LINE OF THE SOUTH FACE OF SAID BRICK BUILDING (THE LINE OF WHICH SOUTH FACE, IF EXTENDED EAST, WILL INTERSECT THE EAST LINE OF SAID LOT 7 AT A POINT 13.21 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7) A DISTANCE OF 39.10 FEET TO THE SOUTHEAST CORNER OF SAID BRICK BUILDING;

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THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 19.70 FEET TO THE NORTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG WITH LINE OF THE NORTH FACE OF THE LAST MENTIONED BRICK BUILDING AND ALONG AN EASTWARD EXTENSION OF SAID LINE A DISTANCE OF 98.34 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 7 WHICH IS 33.70 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 33.70 FEET TO THE SOUTHEAST CORNER OF LOT 7, BEING ON THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AND THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 25 THRU 28 IN RESUBDIVISION OF SOUTHWEST 1/2 OF LOT 37 AND LOTS 38 AND 39 AND OF LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 40 THRU 44 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PASSAGE UPON AND OVER THE LAND AS CONTAINED IN RESERVATION OF EASEMENT, WHICH IS CONTAINED IN DEED IN TRUST RECORDED FEBRUARY 26, 1985 AS DOCUMENT 27454089, AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85321257, AND IN DEED IN TRUST RECORDED FEBRUARY 8, 1993 AS DOCUMENT 93102357.