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Doc#: 0929545165 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2009 04:00 PM Pg: 1 of 16

MELTZER PURTILL & STELLE LLC  
300 South Wacker Drive, Suite 3500  
Chicago, Illinois 60606  
Attn: Allen C. Balk, Esq.

Permanent Real Estate Tax No.:  
See **Exhibits A, B, C and D**

Property Address:  
See **Exhibits A, B, C and D**

*This space reserved for Recorder's use only*

## **CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO MORTGAGES**

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO MORTGAGES (this "Agreement") is made this 30 day of September, 2009, by and among **RESURRECTION RETREAT CENTER, INC.**, an Illinois not for profit corporation ("RRC"), **CONGREGATION OF THE RESURRECTION**, an Illinois not for profit corporation ("Congregation"), **GORDON TECH HIGH SCHOOL**, an Illinois not for profit corporation ("Gordon") (RRC, Congregation and Gordon are hereinafter collectively referred to as the "Borrowers"), and **AMERICAN CHARTERED BANK**, an Illinois banking corporation, its successors and assigns (the "Lender").

### **RECITALS:**

A. The City of Woodstock, McHenry County, Illinois (the "Issuer"), a municipal corporation under the laws of the State of Illinois, has issued its \$4,880,000 principal amount Revenue Refunding Bonds (Resurrection Retreat Center, Inc. Project) Series 2007 (collectively, the "Bonds") in order to lend the proceeds of the Bonds to RRC, to refund the Adjustable Rate Demand Economic Development Revenue Bonds, Series 2003 (Resurrection Center Project) issued by the Illinois Development Finance Authority to finance costs of acquisition, construction and equipping of a 32,000 square foot addition to an existing conference center known as Resurrection Retreat Center located at 2710 County Club Road, Woodstock, Illinois, and as legally described on **Exhibit A** attached hereto and made a part hereof (the "Woodstock Property"). RRC's obligations under the Bonds are further evidenced and secured by that certain Bond and Loan Agreement (the "Bond Agreement") dated as of December 1, 2007 by and among RRC, Lender and Issuer.

B. Pursuant to the Bond Agreement, the Lender has purchased the Bonds. The Bonds are secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as December 20, 2007 (the "Woodstock Mortgage") and recorded with the McHenry County Recorder of Deeds (the

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“McHenry Recorder”) on December 26, 2007 as Document No. 2007R0082696, from RRC to the Lender with respect to the Woodstock Property, (ii) that certain Assignment of Leases and Rents dated as of December 20, 2007 (the “Woodstock Assignment of Rents”) and recorded with the McHenry Recorder on December 26, 2007 as Document No. 2007R0082697, from RRC to the Lender with respect to the Woodstock Property, (iii) that certain Cross-Default and Cross-Collateralization Agreement dated as of December 20, 2007 (the “Woodstock Cross Agreement”) and recorded with the McHenry Recorder on December 26, 2007 as Document No. 2007R0082698, among RRC, Congregation and the Lender with respect to the Woodstock Property, (iv) that certain Junior Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of December 20, 2007 (the “Chicago Bond Junior Mortgage”) and recorded with the Cook County Recorder of Deeds (the “Cook Recorder”) on December 26, 2007 as Document No. 0736033188, from Congregation to the Lender with respect to the Chicago Property (as hereinafter defined), (v) that certain Junior Assignment of Leases and Rents dated as of December 20, 2007 (the “Chicago Bond Junior Assignment of Rents”) and recorded with the Cook Recorder on December 26, 2007 as Document No. 0736033189, from Congregation to the Lender with respect to the Chicago Property, and (vi) that certain Cross-Default and Cross-Collateralization Agreement dated as of December 20, 2007 (the “Chicago Cross Agreement”) and recorded with the Cook Recorder on December 26, 2007 as Document No. 0736033190, and re-recorded on January 11, 2008 as Document No. 0801133105, among RRC, Congregation and the Lender with respect to the Chicago Property.

C. The Bonds, the Bond Agreement, the Woodstock Mortgage, the Woodstock Assignment of Rents, the Woodstock Cross Agreement, the Chicago Bond Junior Mortgage, the Chicago Bond Junior Assignment of Rents, the Chicago Cross Agreement and the other documents evidencing, securing and guarantying the Bonds, in their original form and as amended, are hereinafter collectively referred to as the “Bond Documents”. The collateral in which the liens and security interests are granted to the Lender under the Bond Documents are hereinafter collectively referred to as the “Bond Collateral”.

D. Lender has heretofore made a loan to RRC in the principal amount of \$394,000.00 (the “RRC Loan”), as evidenced by that certain Promissory Note dated December 20, 2007 in the principal amount of \$394,000.00 (as amended, restated or replaced from time to time, the “RRC Note”) made payable by RRC to the order of Lender.

E. The RRC Note is secured by, among other things, (i) that certain Mortgage dated as December 20, 2007 (the “Woodstock Junior Mortgage”) and recorded with the McHenry Recorder on December 26, 2007 as Document No. 2007R0082699, from RRC to the Lender with respect to the Woodstock Property, (ii) that certain Assignment of Rents dated as of December 20, 2007 (the “Woodstock Junior Assignment of Rents”) and recorded with the McHenry Recorder on December 26, 2007 as Document No. 2007R0082700, from RRC to the Lender with respect to the Woodstock Property, (iii) that certain Mortgage dated as of December 20, 2007 (the “Chicago RRC Junior Mortgage”) and recorded with the Cook Recorder on December 26, 2007 as Document No. 0736033191, from Congregation to the Lender with respect to the Chicago Property, (iv) that certain Assignment of Rents dated as of December 20, 2007 (the “Chicago RRC Junior Assignment of Rents”) and recorded with the Cook Recorder on

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December 26, 2007 as Document No. 0736033192, from Congregation to the Lender with respect to the Chicago Property.

F. The RRC Note is guarantied by that certain Guaranty dated as of December 20, 2007 from Congregation in favor of the Lender (the "RRC Guaranty"). The RRC Note, the Woodstock Junior Mortgage, the Woodstock Junior Assignment of Rents, the Chicago RRC Junior Mortgage, the Chicago RRC Junior Assignment of Rents, the RRC Guaranty and the other documents evidencing, securing and guarantying the RRC Loan, in their original form and as amended, are hereinafter collectively referred to as the "RRC Loan Documents". The collateral in which the liens and security interests are granted to the Lender under the RRC Loan Documents are hereinafter collectively referred to as the "RRC Loan Collateral".

G. Lender has heretofore made a loan (the "Revolving Loan") to Congregation in the principal amount of \$600,000.00, as evidenced by that certain Promissory Note dated May 4, 2007 in the amount of \$600,000.00, payable by Congregation to the order of Lender, as modified by (i) that certain Change in Terms Agreement dated September 27, 2007, increasing the principal amount of the Promissory Note to \$925,000.00, (ii) that certain Change in Terms Agreement dated October 24, 2007, increasing the principal amount of the Promissory Note to \$3,000,000.00, (iii) that certain Change in Terms Agreement dated October 7, 2008, increasing the principal amount of the Promissory Note to \$3,300,000.00, (iv) that certain Change in Terms Agreement dated January 23, 2009, (v) that certain Change in Terms Agreement dated March 23, 2009, reducing the principal amount of the Promissory Note to \$3,000,000.00, and (vi) that certain Change in Terms Agreement dated May 23, 2009 (as amended, restated or replaced from time to time, the "Revolving Note").

H. The Revolving Note is secured by, among other things, (i) that certain Mortgage dated May 4, 2007 from Congregation in favor of the Lender and recorded with the Cook Recorder on September 11, 2007 as Document No. 0725460057, as amended by that certain Modification of Mortgage dated September 27, 2007 and recorded with the Cook Recorder on October 31, 2007 as Document No. 0730418095 (as amended, the "Oakley Mortgage") with respect to certain property located at 7050 North Oakley Avenue, Chicago, Illinois and legally described on **Exhibit B** attached hereto and made a part hereof (the "Oakley Property"), (ii) that certain Assignment of Rents dated May 4, 2007 from Congregation in favor of Lender and recorded with the Cook Recorder on September 11, 2007 as Document No. 0725460058 (the "Oakley Assignment of Rents") with respect to the Oakley Property, (iii) that certain Mortgage dated October 24, 2007 from Congregation in favor of the Lender and recorded with the Cook Recorder on November 13, 2007 as Document No. 0731739122, as amended by that certain Modification of Mortgage dated October 7, 2008 and recorded with the Cook Recorder on February 23, 2009 as Document No. 0905449020 (as amended, the "Chicago Mortgage") with respect to certain property located at 3633 North California Avenue, Chicago, Illinois and legally described on **Exhibit C** attached hereto and made a part hereof (the "Chicago Property"), (iv) that certain Assignment of Rents dated October 24, 2007 from Congregation in favor of Lender and recorded with the Cook Recorder on November 13, 2007 as Document No. 0731739123 (the "Chicago Assignment of Rents") with respect to the Chicago Property, (v) that certain Mortgage dated October 7, 2008 from Congregation in favor of the Lender and recorded with the Cook Recorder on October 21, 2008 as Document No. 0829541074 (the "Oakley Second Mortgage"), (vi) that certain Assignment of Rents dated October 7, 2008 from Congregation in favor of the

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Lender and recorded with the Cook Recorder on October 21, 2008 as Document No. 0829541075 (the "Oakley Second Assignment of Rents") and (vii) those certain Assignments of Life Insurance Policy as Collateral dated October 7, 2008 (the "Life Insurance Assignment") from Congregation in favor of Lender, pursuant to which Congregation has pledged to the Lender the rights of Congregation with respect to the life insurance policies on certain individuals.

I. The Revolving Note, the Oakley Mortgage, the Oakley Assignment of Rents, the Chicago Mortgage, the Chicago Assignment of Rents, the Oakley Second Mortgage, the Oakley Second Assignment of Rents, the Life Insurance Assignment and the other documents evidencing, securing and guarantying the Revolving Loan, in their original form and as amended, are hereinafter collectively referred to as the "Revolving Loan Documents". The collateral in which the liens and security interests are granted to the Lender under the Revolving Loan Documents are hereinafter collectively referred to as the "Revolving Loan Collateral".

J. Lender has heretofore made a loan (the "Gordon Loan") to Gordon in the principal amount of \$1,825,000.00, as evidenced by that certain Promissory Note dated October 24, 2007 in the principal amount of \$1,825,000.00, as amended by (i) that certain Change in Terms Agreement dated October 10, 2008, (ii) that certain Change in Terms Agreement dated January 23, 2009, (iii) that certain Change in Terms Agreement dated March 23, 2009, and (iv) that certain Change in Terms Agreement dated May 23, 2009 (as amended, restated or replaced from time to time, the "Gordon Note") made payable by Gordon to the order of Lender.

K. The Gordon Note is secured by, among other things, (i) that certain Mortgage dated October 24, 2007 from Congregation to Lender and recorded with the Cook Recorder on November 13, 2007 as Document No. 0731739118 (the "Gordon Mortgage"), with respect to the Chicago Property, (ii) that certain Assignment of Rents dated October 24, 2007 from Congregation to Lender and recorded with the Cook Recorder on November 13, 2007 as Document No. 0731739119 (the "Gordon Assignment of Rents"), with respect to the Chicago Property, (iii) that certain Mortgage dated October 24, 2007 from Gordon to Lender and recorded with the Cook Recorder on November 27, 2007 as Document No. 0733131075 (the "California Mortgage"), with respect to certain property located at 3630, 3616 and 3618 North California Avenue, Chicago, Illinois and legally described on **Exhibit D** attached hereto and made a part hereof (the "California Property"), and (iv) that certain Assignment of Rents dated October 24, 2007 from Gordon to Lender and recorded with the Cook Recorder on November 27, 2007 as Document No. 0733131076 (the "California Assignment of Rents"), with respect to the California Property.

L. The Gordon Note is guarantied by that certain Guaranty dated as of October 24, 2007 from Congregation in favor of the Lender (the "Gordon Guaranty"). The Gordon Note, the Gordon Mortgage, the Gordon Assignment of Rents, the California Mortgage, the California Assignment of Rents, the Gordon Guaranty and the other documents evidencing, securing and guarantying the Gordon Loan, in their original form and as amended, are hereinafter collectively referred to as the "Gordon Loan Documents". The collateral in which the liens and security interests are granted to the Lender under the Gordon Loan Documents are hereinafter collectively referred to as the "Gordon Loan Collateral".



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M. The Bonds, the RRC Loan, the Revolving Loan and the Gordon Loan are hereinafter collectively referred to as the “Loans”.

N. The Woodstock Mortgage, the Woodstock Junior Mortgage, the Chicago RRC Junior Mortgage, the Oakley Mortgage, the Chicago Mortgage, the Oakley Second Mortgage, the Gordon Mortgage and the California Mortgage are hereinafter collectively referred to as the “Mortgages”. The Woodstock Collateral, the Chicago Collateral, the Oakley Collateral and the California Collateral are hereinafter collectively referred to as the “Collateral”. The Bond Documents, the RRC Loan Documents, the Revolving Loan Documents and the Gordon Loan Documents are hereinafter collectively referred to as the “Loan Documents”.

O. Pursuant to that certain Forbearance Agreement dated as of even date herewith (the “Forbearance Agreement”) between Borrowers and Lender, Lender has agreed, subject to the terms thereof and notwithstanding the Existing Default (as defined therein), to (i) extend the maturity date of the Revolving Loan from August 23, 2009 to January 4, 2010, (ii) extend the maturity date of the Gordon Loan from August 23, 2009 to January 4, 2010, and (iii) forbear from exercising its rights and remedies against Borrowers under the Loan Documents, including without limitation, the Mortgages, at law and in equity, from the date of the execution of the Forbearance Agreement until January 4, 2010.

P. The Lender has required that, as a condition precedent to its execution of the Forbearance Agreement and its agreement to forbear from exercising its rights and remedies against Borrowers under the Loan Documents, the parties hereto enter into this Agreement so that the Loans are all cross-collateralized and cross-defaulted, such that (i) an “Event of Default” under any of the Loan Documents will be and constitute such an event under all the Loan Documents, and (ii) each and every item of the Collateral shall be pledged by the Borrowers as a part of the Collateral for and secure all of the Loans.

Q. In order to induce the Lender to execute the Forbearance Agreement, the Borrowers have agreed to enter into this Agreement to provide for the cross-collateralization and cross default of all obligations owing at any time from each of the Borrowers to the Lender.

**ACCORDINGLY**, and in consideration of the foregoing recitals, each of which is made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Cross Default.** The parties hereby agree and acknowledge that a default, “Unmatured Event of Default” and/or “Event of Default”:

(a) under the Bond Documents shall be and constitute such an event (i) under the RRC Loan Documents, (ii) under the Revolving Loan Documents, and (iii) under the Gordon Loan Documents;

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(b) under the RRC Loan Documents shall be and constitute such an event (i) under the Bond Documents, (ii) under the Revolving Loan Documents, and (iii) under the Gordon Loan Documents;

(c) under the Revolving Loan Documents shall be and constitute such an event under (i) under the Bond Documents, (ii) under the RRC Loan Documents, and (iii) under the Gordon Loan Documents; and

(d) under the Gordon Loan Documents shall be and constitute such an event (i) under the Bond Documents, (ii) under the RRC Loan Documents, and (iii) under the Revolving Loan Documents.

The parties hereby further agree and acknowledge that, upon any of such events, the Lender may, in its sole and absolute discretion, elect to accelerate any or all of the Notes and/or the Bonds and elect to enforce such remedies as are available under any or all of the Loan Documents.

2. **Cross Collateralization.** The Borrowers each hereby grant a security interest in, and hereby hypothecate, mortgage, assign and pledge to Lender, each and every item of:

(a) the Bond Collateral as collateral security for (i) the repayment of the RRC Loan, the Revolving Loan and the Gordon Loan, and (ii) the full, complete and timely performance of the covenants and agreements under the RRC Loan Documents, the Revolving Loan Documents and the Gordon Loan Documents;

(b) the RRC Collateral as collateral security for (i) the repayment of the Bonds, the Revolving Loan and the Gordon Loan, and (ii) the full, complete and timely performance of the covenants and agreements under the Bond Documents, the Revolving Loan Documents and the Gordon Loan Documents;

(c) the Revolving Loan Collateral as collateral security for (i) the repayment of the Bonds, the RRC Loan and the Gordon Loan, and (ii) the full, complete and timely performance of the covenants and agreements under the Bond Documents, the RRC Loan Documents and the Gordon Loan Documents; and

(d) the Gordon Collateral as collateral security for (i) the repayment of the Bonds, the RRC Loan and the Revolving Loan, and (ii) the full, complete and timely performance of the covenants and agreements under the Bond Documents, the RRC Loan Documents and the Revolving Loan Documents.

Such security interests, assignments and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code in effect from time to time and as a mortgagee under the Illinois Mortgage Foreclosure Act, together with any and all other rights and remedies otherwise provided and available to a secured party and/or mortgagee at law or in equity as of the date of this Agreement or the date of any such Event of

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Default. The Lender shall have the right to file, record and/or lodge with appropriate agencies of government or otherwise evidence of the security interests, assignment and pledge hereunder, including, without limitation, recording this Agreement in the applicable Recorder's Office, and Borrowers each agree to promptly execute and deliver financing statements and such other documents and instruments from time to time as Lender shall reasonably require to evidence and/or perfect such security interests, assignment and pledge given hereunder.

3. **Amendment to Mortgages.** Each of the Mortgages is hereby amended by deleting the entire text of the section titled "**MAXIMUM LIEN**", or any similar term, and replacing such text with: "At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed an amount equal to \$20,800,000.00."

4. **Modification.** The terms of this Agreement may be waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver or other change of any of the terms of this Agreement shall be effective without the prior written consent of the Lender.

5. **Successors and Assigns.** This Agreement, and the terms, conditions and obligations hereunder, shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto.

6. **Enforceability.** If any provision of this Agreement or any document evidencing and/or securing the Loans described herein or the application thereof to any entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, such documents and the application thereof to such entity or circumstance will not be affected thereby and the provisions of this Agreement, and such documents shall be severable in any such instance.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois.

8. **Counterparts.** This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.

9. **Jury Trial Waiver.** BORROWERS AND THE LENDER, EACH HAVING BEEN REPRESENTED BY COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**BORROWERS:**

**RESURRECTION RETREAT CENTER, INC.,** an Illinois not for profit corporation

By: Michael Danek, CR  
Michael Danek, C.R.  
Its: Provincial Superior

**CONGREGATION OF THE RESURRECTION,** an Illinois not for profit corporation

By: Michael Danek, CR  
Michael Danek, C.R.  
Its: Provincial Superior

**GORDON TECH HIGH SCHOOL,** an Illinois not for profit corporation

By: Michael Danek, CR  
Michael Danek, C.R.  
Its: Provincial Superior

**LENDER:**

**AMERICAN CHARTERED BANK**

By: [Signature]  
Its: [Signature]

Property of Clerk's Office

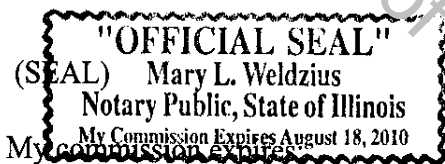


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Father Michael Wood the Provincial Superior of Resurrection Retreat Center, Inc., an Illinois not for profit corporation ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Provincial Superior appeared before me this day in person, and for and on behalf of Borrower acknowledged the execution of the above instrument as his free and voluntary act and as the free and voluntary act of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September, 2009.

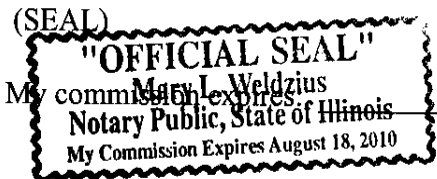


Mary L. Weldzius  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Father Michael Wood the Provincial Superior of Congregation of the Resurrection, an Illinois not for profit corporation ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Provincial Superior appeared before me this day in person, and for and on behalf of Borrower acknowledged the execution of the above instrument as his free and voluntary act and as the free and voluntary act of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September, 2009.



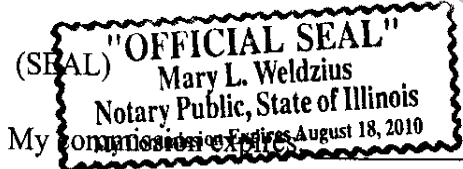
Mary L. Weldzius  
NOTARY PUBLIC

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Michael Vent, the Principal of Gordon Tech High School, an Illinois not for profit corporation ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Principal, appeared before me this day in person, and for and on behalf of Borrower acknowledged the execution of the above instrument as his free and voluntary act and as the free and voluntary act of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September, 2009.

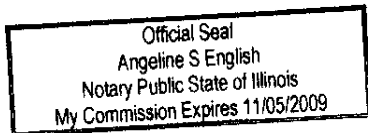


Mary L. Weldzius  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joel Regier, the V.P. of AMERICAN CHARTERED BANK ("Lender"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person, and for and on behalf of Lender acknowledged the execution of the above instrument as his free and voluntary act and as the free and voluntary act of Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September, 2009.



Angeline S English  
NOTARY PUBLIC

(SEAL)

My commission expires: 11 3 09

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## EXHIBIT A

### LEGAL DESCRIPTION – WOODSTOCK PROPERTY

#### PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PIECE OF LAND HERETOFORE CONVEYED TO RICHARD B. STANLEY AND WIFE BY WARRANT DEED FROM VICTOR T. NYLANDER AND WIFE DATED THE 25TH DAY OF JUNE, 1957, AND RECORDED IN THE RECORDER'S OFFICE AS DOCUMENT NO. 324755, SAID POINT OF BEGINNING BEING IN THE CENTER OF THE PUBLIC HIGHWAY AND RUNNING THENCE SOUTHERLY ALONG SAID CENTERLINE, A DISTANCE OF 31.25 FEET TO A POINT OF CURVATURE, THENCE CONTINUING SOUTHERLY ON A CURVED LINE, BEING THE CENTERLINE OF SAID PUBLIC HIGHWAY, A DISTANCE OF 94.47 FEET TO A POINT; THENCE EAST IN A STRAIGHT LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE PIECE OF LAND SO CONVEYED BY VICTOR T. NYLANDER AND WIFE TO RICHARD B. STANLEY AND WIFE AS AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: BEGINNING IN THE CENTER OF THE HIGHWAY LEADING FROM RIDGEFIELD TO GREENWOOD AT A POINT IN SAID SECTION 13 WHERE SAID HIGHWAY INTERSECTS WITH THE SOUTHERLY LINE OF LAND CONVEYED BY ISAAC K. TORBERT AND WIFE TO JAMES DUFIELD BY DEED DATED DECEMBER 23, 1844 AND RECORDED IN BOOK 3 OF DEEDS AT PAGE 297 OF THE RECORDS OF MCHENRY COUNTY ILLINOIS; THENCE SOUTH 83 DEGREES EAST TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG SAID EAST LINE OF SAID QUARTER SECTION, 54 RODS; THENCE NORTH 83 DEGREES WEST TO THE CENTERLINE OF SAID RIDGEFIELD TO GREENWOOD HIGHWAY; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID HIGHWAY TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

#### PARCEL 3:

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 54 RODS SOUTH FROM THE INTERSECTION OF THE SOUTH LINE OF LAND CONVEYED BY ISAAC K. TORBERT AND WIFE, TO JAMES DUFIELD BY DEED DATED DECEMBER 23, 1844 AND RECORDED IN BOOK E OF DEEDS, PAGE 297; THENCE SOUTH ALONG SAID EAST LINE TO A POINT 5.33 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 13, AND BEING ON THE NORTH LINE OF

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LAND CONVEYED BY WILLIAM P. WALKUP AND WIFE TO JOSEPH O. BUTTON BY DEED DATED JUNE 15, 1851 AND RECORDED IN BOOK 25 OF DEEDS OF PAGE 611 OF THE RECORDS OF MCHENRY COUNTY, ILLINOIS; THENCE WEST ALONG THE NORTH LINE OF THE LAND SO CONVEYED TO SAID JOSEPH C. BUTTON, 60 RODS; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13 TO THE SOUTHERLY LINE OF LAND CONVEYED BY RALPH WALKUP AND ELLA WALKUP TO HAROLD M. WALKUP AND HELEN WALKUP BY DEED DATED SEPTEMBER 30, 1935 AND RECORDED IN BOOK 219 OF DEEDS AT PAGE 230; THENCE EAST ALONG THE SOUTHERLY LINE OF THE LAND SO CONVEYED TO THE PLACE OF BEGINNING, MCHENRY COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTHWEST QUARTER THAT IS 351.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF LANDS CONVEYED BY WILLIAM P. WALKUP AND WIFE, TO JOSEPH C., BUTTON BY DEED DATED JUNE 15, 1861 AND RECORDED IN BOOK 25 OF DEEDS, PAGE 611, FOR A DISTANCE OF 990.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE, 1011.5 FEET TO THE CENTERLINE OF THE GREENWOOD-CRYSTAL LAKE ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 271.2 FEET TO THE SOUTHWESTERLY CORNER OF LANDS CONVEYED BY RALPH AND ELLA WALKUP, HUSBAND AND WIFE, TO ALICE GEELHOOD BY DEED RECORDED JULY 25, 1951 IN BOOK 385 OF RECORDS, PAGE 380; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LANDS SO CONVEYED AND ALONG SAID SOUTHERLY LINE EXTENDED, 260.1 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 54 MINUTES TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 608.1 FEET TO A POINT IN THE SOUTH LINE OF LANDS CONVEYED BY RALPH AND ELLA WALKUP, HUSBAND AND WIFE, TO HAROLD M. AND HELEN WALKUP BY DEED DATED SEPTEMBER 30, 1935 AND RECORDED IN BOOK 219 OF DEEDS, PAGE 230, THAT IS 350.5 FEET EASTERLY (MEASURED ALONG SAID SOUTH LINE) OF THE CENTERLINE OF THE GREENWOOD-CRYSTAL LAKE ROAD; THENCE EASTERLY ALONG SAID SOUTH LINE, 1042.4 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY RALPH AND ELLA WALKUP, HUSBAND AND WIFE, TO VICTOR T. NYLANDER BY DEED DATED NOVEMBER 8, 1940 AND RECORDED IN BOOK 246 OF DEEDS, PAGE 238; THENCE SOUTHERLY ALONG THE WEST LINE OF LANDS CONVEYED, 854.7 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART OF SAID SOUTHWEST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTHWEST QUARTER THAT IS 351.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF LANDS CONVEYED BY WILLIAM P. WALKUP AND WIFE, TO JOSEPH C. BUTTON BY DEED DATED JUNE 15, 1861, AND RECORDED IN BOOK 25 OF DEEDS, PAGE 611, FOR A DISTANCE OF 2001.50 FEET TO THE CENTERLINE OF COUNTRY CLUB ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 271.20 FEET TO

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THE SOUTHWESTERLY CORNER OF LANDS, CONVEYED BY RALPH AND ELLA WALKUP, HUSBAND AND WIFE, TO ALICE GEELHOOD BY DEED RECORDED JULY 25, 1951, IN BOOK 385 OF RECORDS PAGE 380 AND THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LANDS SO CONVEYED AND ALONG SAID SOUTHERLY LINE EXTENDED, 260.1 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 54 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 608.1 FEET TO A POINT IN THE SOUTH LINE OF LANDS CONVEYED BY BOOK 590 OF DEEDS, PAGE 226; THENCE SOUTH 87 DEGREES 10 MINUTES 52 SECONDS EAST ON SAID SOUTH LINE, 1020.80 FEET TO A POINT, 990 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 0 MINUTES 54 SECONDS WEST AND PARALLEL TO THE EAST LINE THEREOF, 410.0 FEET; THENCE NORTH 87 DEGREES 10 MINUTES 52 SECONDS WEST, 659.26 FEET; THENCE SOUTH 48 DEGREES 18 MINUTES 04 SECONDS WEST, 275.0 FEET; THENCE SOUTH 73 DEGREES 41 MINUTES 35 SECONDS WEST, 280.0 FEET TO THE CENTERLINE OF COUNTRY CLUB ROAD; THENCE NORTH 27 DEGREES 53 MINUTES 15 SECONDS WEST ON SAID CENTERLINE, 30.62 FEET TO (THE PLACE OF BEGINNING) IN MCHENRY COUNTY, ILLINOIS.

Permanent Tax Index Numbers:  
13-13-300-024; 13-13-300-026

Property Address:  
2710 South Country Club Road  
Woodstock, Illinois



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## EXHIBIT B

### LEGAL DESCRIPTION – OAKLEY PROPERTY

LOTS 14 AND 15 IN E.W. ZANDER AND COMPANY'S ADDITION TO ROGERS PARK IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 7050 Oakley Avenue  
Chicago, Illinois

P.I.N.: 11-31-104-038

# UNOFFICIAL COPY

## EXHIBIT C

### LEGAL DESCRIPTION – CHICAGO PROPERTY

LOT OR BLOCK 15 (EXCEPT THE NORTH 250 FEET THEREOF), LOT OR BLOCK 16 AND ALSO THAT PART OF LOT 17 LYING WEST OF THE CHICAGO RIVER IN KINZIE'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THOSE PARTS OF SAID LOTS TAKEN FOR CALIFORNIA AVENUE AND EXCEPT THOSE PARTS CONVEYED TO THE SANITARY DISTRICT OF CHICAGO) IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number:

13-24-206-002-0000

Property Address:

3633 North California Avenue  
Chicago, Illinois

# UNOFFICIAL COPY

## EXHIBIT D

### LEGAL DESCRIPTION – CALIFORNIA PROPERTY

LOTS 18, 19, 20, 21, 22, 24 AND 25 IN CALIFORNIA PARK SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### Permanent Tax Index Numbers:

13-24-131-027-0000

13-24-131-037-0000

13-24-131-038-0000

13-24-131-041-0000

#### Property Addresses:

3630, 3616 and 3618 North California Avenue  
Chicago, Illinois