

# UNOFFICIAL COPY



Doc#: 1000547081 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/05/2010 02:49 PM Pg: 1 of 10

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

4/396492 (11/11)

12-15  
GIT

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 13-13-410-019-0000

**Address:**

**Street:** 4100-4110 N. Rockwell

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60618

**Lender:** Joseph S. Trembeck, Sr., as Trustee

**Borrower:** Heltzer Real Estate, LLC

**Loan / Mortgage Amount:** \$300,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** DE0A0283-6678-4D13-8BC5-C007A1C54387

**Execution date:** 11/20/2009

**UNOFFICIAL COPY****MORTGAGE**

U396492 PA 11/11

THIS MORTGAGE ("Security Instrument") is given on November 20, 2009. The "Borrower" is **Heltzer Real Estate, LLC. Borrower, Goose Island Boatyard, LLC; and 4853 North Ravenswood, LLC** are collectively referred to herein as the "Mortgagor". This Security Instrument is given to **Joseph S. Tremback, Sr., as Trustee** (the "Lender"). The Borrower owes the Lender the principal sum of **Three Hundred Thousand and no/100 (\$300,000.00) Dollars**. This debt is evidenced by the Borrower's Note, dated the same date as this Security Instrument, (hereinafter the "Note"), which provides for a balloon payment, with the full debt, due and payable on **September 30, 2013**. This Security Instrument secures to the Lender: (i) the repayment of the debt evidenced by the Note, with interest, if any, and all renewals, extensions and modifications; (ii) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (iii) the performance of the Borrower's and Mortgagors covenants and agreements under this Security Instrument and the Note. For this purpose, the Mortgagor does hereby mortgage, grant and convey to the Lender the following described property located in Cook County, Illinois:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

and commonly known as **4100-4110 N. Rockwell, Chicago, Illinois; 926-932 N. Branch Street, Chicago, Illinois; 4130 N. Rockwell Street, Chicago, Illinois; and 4853 N. Ravenswood Avenue, Chicago, Illinois** (collectively the "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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The Mortgagor and the Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** The Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by the Lender hereunder shall be applied: first, to late charges and penalties due under the Note; second, to interest due; and last, to principal due.

3. **CHARGES; LIENS.** The Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. The Mortgagor shall promptly furnish to the Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to the Lender receipts evidencing the payments.

The Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless the Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If the Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, the Lender may give the Mortgagor a notice identifying the lien. The Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice. This Security Instrument is Junior to that of the Senior Lien holder, First Chicago Bank & Trust, pursuant to the Subordination & Intercreditor Agreement, executed between the parties.

4. **HAZARD INSURANCE.** The Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage".

All insurance policies and renewals shall be reasonably acceptable to the Lender and shall include a standard mortgage clause. If the Lender requires, the Borrower shall promptly give to the Lender all receipts of paid premiums and renewal notices. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Lender. The Lender may make proof of loss if not made promptly by the Mortgagor.

Unless the Lender and the Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and the Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Borrower. If the Mortgagor abandons the Property, or does not answer within thirty (30) days notice from the Lender that the insurance carrier has offered to settle a claim, then the Lender may collect the insurance proceeds. The Lender may use the proceeds to repair or restore the Property to or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

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Unless the Lender and the Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date referred to in Paragraph 1 or change the amount of the payments. If, under Paragraph 18, the Property is acquired by the Lender, the Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. PRESERVATION AND MAINTENANCE OF PROPERTY.** The Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

**6. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If the Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then the Lender may do and pay for whatever is necessary to protect the value of the Property and the Lender's rights in the Property. The Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Lender may take action under this Paragraph 6, the Lender does not have to do so.

Any amounts disbursed by the Lender under this Paragraph shall become additional debt of the Borrower secured by this Security Instrument. Unless the Borrower and the Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Lender to the Borrower requesting payment.

**7. INSPECTION.** The Lender or its agent may make reasonable entries upon and inspections of the Property upon 48 hours notice prior to its inspection, except in the case of emergencies. The Lender shall give the Mortgagor notice at the time of or prior to an inspection specifying reasonable cause of the inspection.

**8. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Borrower. In the event of a partial taking of the Property, unless the Borrower and the Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower.

If the Property is abandoned by the Mortgagor, or if, after notice by the Lender to the Borrower that the condemnor offers to make an award or settle a claim for damages, the Borrower fails to respond to the Lender

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within thirty (30) days after the date the notice is given, the Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless the Lender and the Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date referred to in Paragraph 1 or change the amount of such payments.

**9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.**

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by the Lender to any successor in interest of the Borrower or Mortgagor shall not operate to release the liability of the original Borrower or the Borrower's successors in interest. The Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of the Lender and the Mortgagor, subject to the provisions of Paragraph 16. The Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that the Mortgagor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's and any other Mortgagor's consent.

**11. LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Borrower which exceeded permitted limits will be refunded to the Borrower.

The Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**12. LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, the Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If the Lender exercises this option, the Lender shall take the steps specified in the second paragraph of Paragraph 16.

**13. NOTICES.** Any notice to the Borrower provided for in this Security

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Instrument shall be given by delivering it or by mailing it by certified mail, return receipt requested, unless applicable law requires use of another method. The notice shall be directed to any Property Address of Mortgagor or any other address the Borrower designates by notice to the Lender. Any notice to the Lender shall be given by certified mail, return receipt requested, to the Lender's address for payments stated in the NOTE secured hereby or any other address the Lender designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Mortgagor or the Lender when given as provided in this Paragraph.

**14. GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Illinois law. In the event that any provision or clause of this Security Instrument or the Note is found to be invalid the remaining provisions or clauses which can be given effect without the conflicting provision shall remain valid and enforceable. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. BORROWER'S COPY.** The Mortgagor shall be given one conformed copy of the Note and of this Security Instrument.

**16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Mortgagor is sold or transferred and the Mortgagor is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Any such transfer without the Lender's prior written consent shall be deemed a prohibited transfer ("Prohibited Transfer").

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower or Mortgagor.

**17. BORROWER'S RIGHT TO REINSTATE.** If the Borrower meets certain conditions, the Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that the Borrower: (a) pays the Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as the Lender may reasonably require to assure that the lien of this Security Instrument, the Lender's rights in the Property and the Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by the Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

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Paragraphs 12 or 16.

**18. ACCELERATION; REMEDIES.** The Lender shall give notice to the Borrower prior to acceleration following the Mortgagor's breach of any covenant or agreement in this Security Instrument, but not prior to acceleration under Paragraphs 12 and 16 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to the Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of the Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. The Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Notwithstanding anything contained in this Section 18, the Lender agrees that it shall have no recourse against the Borrower or Mortgagor other than the rights and interests in the Property created by this Security Agreement.

**19. LENDER IN POSSESSION.** Upon acceleration under Paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, the Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by the Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

**20. RELEASE.** Upon payment of all sums secured by this Security Instrument, the Lender shall release this Security Instrument without charge to the Borrower. The Borrower shall pay any recordation costs.

**21. WAIVER OF HOMESTEAD.** The Mortgagor waives all right of homestead exemption in the Property.

**BY SIGNING BELOW,** The Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

BORROWER/MORTGAGOR:  
HELTZER REAL ESTATE, LLC

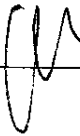
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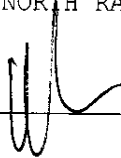
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MORTGAGOR:  
GOOSE ISLAND BOATYARD, LLC

BY:  ITS:

BY: ITS:

MORTGAGOR:  
4853 NORTH RAVENSWOOD, LLC

BY:  ITS:

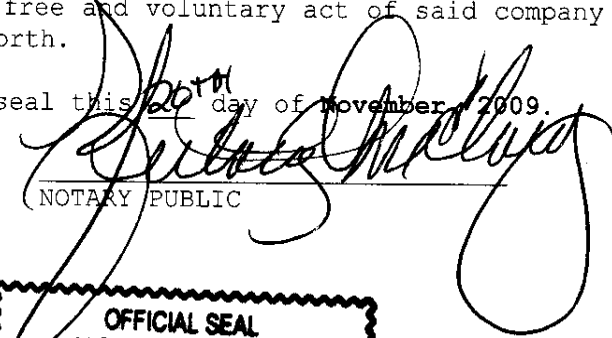
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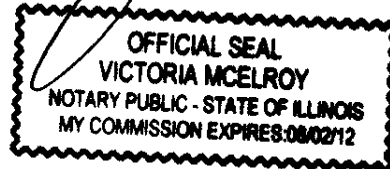
Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, VICTORIA MCELROY, a Notary Public in and for said county and state, do hereby certify that ~~MICHAEL MELTZER~~ and ~~\_\_\_\_\_~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of November, 2009.

  
NOTARY PUBLIC





**UNOFFICIAL COPY**EXHIBIT A - LEGAL DESCRIPTIONS

1. Commonly known as: 4100-4110 N. Rockwell, Chicago, Illinois  
PIN: 13-13-410-019

LOTS 19 TO 24, INCLUSIVE IN BLOCK 3 IN PAUL O. STENSLAND'S SECOND SUBDIVISION, IN THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. Commonly known as: 4130 N. Rockwell, Chicago, Illinois  
PIN: 13-13-410-009; -010; -011; -012; -013; and -014

THE SOUTHERLY HALF OF LOT 9 AND LOTS 10 TO 18 INCLUSIVE IN BLOCK 3 IN PAUL O. STENSLAND'S SECOND SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LAND THOSE PORTIONS OF LOTS 8 TO 14 INCLUSIVE AS CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DEED RECORDED AUGUST 27, 1903 AS DOC 3434663) IN COOK COUNTY, ILLINOIS.

3. Commonly known as: 4853 N. Ravenswood, Chicago, Illinois  
PIN: 14-07-421-013

LOTS 11 AND 12 IN BLOCK 4 IN ENGLEDEW'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTH 21-37/100 ACRES OF THE NORTH 31 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Commonly known as: 916-932 N. Branch Street, Chicago, Illinois  
PIN: 17-05-409-016

**PARCEL 1:**

LOTS 1 TO 10, BOTH INCLUSIVE, IN BLOCK 80 IN ELSTON'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID LOT 10, ALSO EXCEPTING THAT PART OF SAID LOT 1 AND ACCRETIONS THERETO LYING NORTHWESTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET, 28.78 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF HAINES STREET (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THE NORTH BRANCH STREET), AND THROUGH A POINT IN THE NORTHEASTERLY LINE OF DIX STREET (NOW KNOWN AS NORTH PEORIA STREET), 41 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NORTH SANGAMON STREET (MEASURED ALONG THE NORTHEASTERLY LINE OF DIX STREET), ALSO EXCEPTING THAT PART OF SAID LOT 1 LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 11 FEET SOUTHEASTERLY OF, AND MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY LINE OF OGDEN AVENUE, AS EXTENDED AND LYING SOUTHWESTERLY OF A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE, AND INTERSECTING THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE AT A POINT 181.61 FEET SOUTHWESTERLY, MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID OGDEN AVENUE FROM ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET. ALSO EXCEPTING

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THAT PART OF LOT 10 IN BLOCK 80 IN ELSTON'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE EASTERLY MOST CORNER OF SAID LOT 10; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 10, A DISTANCE OF 100 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE SOUTHWESTERLY LINE OF THAT PART OF SAID LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF LOT 10, SAID POINT OF INTERSECTION BEING ALSO THE POINT OF BEGINNING FOR THE PARCEL OF PROPERTY HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 212.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10, A DISTANCE OF 2.08 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 64.04 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, SAID STRAIGHT LINE BEING PARALLEL WITH THE AFORESAID SOUTHWESTERLY LINE OF THAT PART OF SAID LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF LOT 10, A DISTANCE OF 17.97 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 147.72 FEET TO THE SOUTHWESTERLY CORNER OF THAT PART OF SAID LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF LOT 10; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THAT PART OF SAID LOT 10 DESCRIBED AS THE SOUTHEASTERLY 20 FEET OF THE NORTHEASTERLY 100 FEET AS MEASURED RESPECTIVELY ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF LOT 10 TO THE POINT OF BEGINNING.

**PARCEL 2:**

ALL THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 1 THROUGH 8, BOTH INCLUSIVE, IN BLOCK 80, IN ELSTON'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHEASTERLY OF A LINE 11 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF OGDEN AVENUE AS OPENED BY CONDEMNATION CASE NO. 42162 OF THE COUNTY COURT OF COOK COUNTY, ILLINOIS, SAID SOUTHEASTERLY LINE OF OGDEN AVENUE BEING DEFINED AS A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET, 28.78 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF HAINES STREET (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET) AND THROUGH A POINT IN THE NORTHEASTERLY LINE OF DIX STREET (NOW KNOWN AS NORTH PEORIA STREET) 41 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NORTH SANGAMON STREET (AS MEASURED ALONG THE NORTHEASTERLY LINE OF DIX STREET) AND LYING NORTHEASTERLY OF A STRAIGHT LINE, SAID STRAIGHT LINE BEING GENERALLY THE SOUTH FACE OF THE EXISTING SHEET PILING AND SAID STRAIGHT LINE BEING DEFINED AS HAVING A NORTHWESTERLY TERMINUS ON SAID LINE, 11 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF OGDEN AVENUE AT A POINT 14.89 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 1 IN BLOCK 80, IN ELSTON'S ADDITION TO CHICAGO, AFORESAID, AS MEASURED ALONG SAID LINE 11 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF OGDEN AVENUE, AND HAVING A SOUTHEASTERLY TERMINUS AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 8 IN SAID ELSTON'S ADDITION TO CHICAGO AT A POINT 14.58 FEET SOUTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 8 AS MEASURED ALONG THE SOUTHWEST LINE OF SAID LOT 8 IN COOK COUNTY, ILLINOIS.