

Doc#: 1020829065 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 07/27/2010 03:07 PM Pg: 1 of 14

DOOD TO INTERCREDITOR AGREEMENT

DOCUMENT PREPARED AND AFTER RECORDING RETURN TO:

Robert Rothstein 36 W. Randolph Street Suite 800 Chicago, Illinois 60601 Phone - 312-609-2700

REDI.

Clerks

Office

To: 86 PROPERTY ADDRESS: 850 E OLD WILLOW RD, UNIT 114, PROSPECT HEIGHTS, IL 60070; 860 E. OLD WILLOW RD, UNIT 122, PROSPECT HEIGHTS, IL 60070; AND 870 E. OLD WILLOW RD., UNITS 150, 158, AND 250, PROSPECT HEIGHTS, IL 60070; 880 E OLD WILLOW RD, UNIT 171, PROSPECT HEIGHTS, IL 60070; 6123 N. SEELEY AVENUE, APT 1E, CHICAGO, IL 60659 PERMANENT REAL ESTATE INDEX NUMBER(S): 03-24-202-025-1014; 03-24-202-025-1022; 03-24-202-025-1050; 03-24-202-025-1058; 03-24-202-025-1138; 03-24-202-025-1071; 14-06-121-011-1076

(IL)GNT#10-0301

### INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "Agreement") is made this 21st day of July, 2010, by and among (i) **ALSJ, INC.**, an Illinois corporation and **ANDREW LEE** (collectively, the "Senior Lender"), and (ii) **DAVID ZIMBEROFF** and **ZGULLS EXEMPTION TRUST** (collectively, the "Junior Lender).

#### **RECITALS:**

- A. The Senior Lender is making a loan (the "Senior Loan") to Carlos Meza, Gladys McPherson and Old Willow Falls PH LLC, an IL limited liability company (collectively, the "Borrower) in the original principal amount of \$280,000.00. The Senior Loan is secured by a first mortgage iien (the "Senior Mortgage") on seven condominium units located in Prospect Heights (6 units) and in Chicago (1 unit) (collectively, the "Property") as follows:
  - i) Unit 114, 856 E. Old Willow Rd., Prospect Heights, IL 60070
  - ii) Unit 122, 860 E. Old Willow Rd., Prospect Heights, IL 60070
  - iii) Unit 150, 870 E. Old Willow Rd., Prospect Heights, IL 60070
  - iv) Unit 158, 870 E. Old Willow Rd., Prospect Heights, IL 60070
  - v) Unit 250 870 E. Old Willow Rd., Prospect Heights, IL 60070
  - vi) Unit 171, 880 E. Old Willow Fd, Prospect Heights, IL 60070
  - vii) Unit 1E, 6123 N. Seeley, Chicago, IL 60659

The Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the Senior Loan is evidenced by a Promissory Note, in the amount of \$280,000.00, dated July 21, 2010 (the "Senior Note"), and is due in full on July 21, 2011.

B. Concurrently herewith the Junior Lender is making a loan (the "Junior Loan") to the Borrower in the original principal amount of \$185,000.00. The Junior Loan is not secured by a second mortgage lien.

The Borrower's obligation to repay the The Junior Loan is evidenced by a Promissory Note dated July 21, 2010, in the amount of \$185,000.00 (the "Junior Note") and is due in full on \_\_\_\_\_\_, 2010. This amount of funds, as well as other funds were previously disbursed to the Borrower by the Junior Lender, and said Note is for such antecedent debt.

C. From the loan proceeds to be received by the Borrower from the Senior Lender, the Borrower is going to disburse \$200,000.00 to the Junior Lender to satisfy some of the aforementioned antecedent debt.

NOW, THEREFORE, in order to induce the Senior Lender make the Senior Loan to the Borrower, and to induce the Junior Lender to release all his interests against the Property, make no claims or assert no defenses against the Senior Lender, and not pursue certain remedies against the Borrower and the Units, the Senior Lender and the Junior Lender, in consideration of the mutual promises of one to the other and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

#### I. The Junior Lender agrees as follows:

- 1. The Junior Loan does not constitute or impose, and shall not be deemed or construed as constituting or imposing, a superior lien to the Senior Loan and the Senior Mortgage. The Junior Loan is fully SUBORDINATE in every regard to and without defenses in every regard against said Senior Loan and the Senior Mortgage, which said Senior Mortgage, has priority over the Junior Loan.
- 2. The Junior Lender shall never assert, pursue, confirm to any re-characterization of the Junior Note as having conferred upon the Junior Lender, any lien or encumbrance upon, or security interest (including but not limited to an equitable mortgage) in, the Property, or any portion thereof, any superior status.
- 3. The Junior Lender shall never assert or contend in any action or proceeding, including any Bankruptcy Proceeding, (i) that the relationship between Borrower and Junior Lender and the Borrower and Senior Lender is anything other than that of borrower and lender, or (ii) that any of the provisions any loan documents by and between the Senior Lender and the Borrower are unenforceable or otherwise ineffective, and (iii) that the Senior Mortgage does not create a valid and perfected first priority lien and security interest in the Property;
- 4. The Junior Lender and the Borrower shall never claim in any proceeding before any court, arbitrator or governmental authority that any mortgage or security interest from the Borrower in favor of the Senior Lender is unenforceable, or otherwise ineffective, or assert any defenses, so as to preclude foreclosure thereof upon the occurrence of an Event of Default, or that any loan documents by and between the Senior Lender and the Borrower are unenforceable, or otherwise ineffective, so as to preclude the enforcement of the material terms thereof or the collection of the Senior Loan in accordance with its terms.
- 5. Should either party bring an action against the other party to enforce any of its rights under this Agreement for a breach thereof, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reimbursement of all reasonable out-of-pocket expenses of any kind, including court costs and reasonable attorneys' fees.
- 6. That should the Junior Lender exercise its rights to enforce the Junior Note against the Borrower, it shall forbear from doing anything or undertaking any acts that would have the effect of impairing the title and marketability of the Property in any way, which such Property is the collateral for the Senior Mortgage, which secures the Senior Note.

II.

The Junior Lender and the Senior Lender (the "Parties") all agree as follows:

- 1. No modification, change, waiver or amendment of this Agreement shall be deemed to be made unless in writing signed by Senior Lender and the Junior Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved. No course of dealing or conduct shall be effective to amend, modify, waive, release or change any provisions of this Agreement.
- 2. The Parties shall execute and deliver to one another such further instruments and shall take such turther action as the Senior Lender may reasonably request at any time or times in order to carry out the provisions and intent of this Agreement.
- 3. Specifically, the Junior Lender releases, discharges and cancels any and all rights, title and claims no further interest in any of the following:
  - a) Any and all interests, claims and/or rights relating to the Subject Properties described above and further detailed in Exhibit A attached hereto;
  - b) The Guarantee Agreement between David Zimberoff and Gladys McPherson dated January 26<sup>th</sup>, 2004;
  - c) The alleged unrecorded equitable mortgage in the amount of \$185,000.00 and the documents recorded with the Cook County Federder on May 30<sup>th</sup>, 2008 as Document Number 0815145167, 0815145168, 0815145169, 63151455170 and 08151145171;
  - d) Any and all interest, title or rights provided in the documents recorded with the Cook County Recorder on May 30<sup>th</sup>, 2008 as Document Number 2815145167, 0815145168, 0815145169, 08151455170 and 08151145171;
  - e) The Lis Pendens recorded with the Cook County Recorder on January 1st, 2008 as Document Number 0800840185;
  - f) Any and all liens, judgments, or encumbrances which effect the Subject Properties;
  - g) Any and all judgments, liens and/or encumbrances not listed above, unknown and/or unrecorded relating to the Subject Properties;

The releases, discharge and cancellations, referenced in paragraphs a through paragraph g above, shall render any and all liens, interests, and claims recorded or unrecorded unenforceable related or referencing the Subject Property.

4. Junior Lender agrees to cause the release, discharge and cancellation of all judgments, documents, liens, mortgages, or any other instrument, on the properties listed above to obtain a clean transfer of title.

1020829065 Page: 5 of 14

### **UNOFFICIAL COPY**

- 5. Junior Lender agrees to cause the following to occur:
- a) Dismiss with prejudice the pending litigation in Cook County Circuit Court, Case Number of 07 CH 37726.
- b) File with the court a satisfaction of judgment for the judgment which was granted on June 18th, 2010 in Case Number 07 CH 37726.
- c) Dismiss with prejudice any pending litigation which may effect or cloud the title of the Subject Properties,
- d) And to release, discharge and cancel any and all settlement agreements and judgments which effect or reference the Subject Property.
- 6. Junior Lender, as Principal, appoints Robert Rothstein, (who is the attorney for Senior Lender), a Prover of Attorney, as Junior Lender's attorney in fact, to prepare any and all documents that may be recessary to clear title and to give Senior Lender absolute first priority to the Property, and to sign such aforesaid documents as Junior Lender's attorney in fact, and record same, at Senior Lender's option. This clause, conferring and granting such Power of Attorney to Robert Rothstein snall be considered a valid Power of Attorney, without the need for any separate document to establish such Power.
- 7. Senior Lender represents and warrante that it has not relied upon any representations or warranties of any kind from the Junior Lender concerning or related to the physical condition or legal status of the Property. The Senior Lender's decision to make the \$280,000.00 Loan to Borrower is based upon its own independent investigation and analysis. Furthermore, the Senior Lender acknowledges that it has not had any contact, conversation or negotiation with the Junior Lender.
- 8. The Senior Lender, provided that it is not inconsistent with any of the obligations of the Junior Lender to the Senior Lender, as set forth in this agreement—releases and forever discharges the Junior Lender from any and all claims, demands, rights, actions or causes of action, known or unknown, asserted or not asserted, at law or in equity, statutory or common law, state or federal, which arise out of, exist on account of, or in any way relate to the Units, the Borrower, the Charter Loan or the \$280,000.00 Loan.
- 9. Any notice, demand, request or other communication which the Parties may be required to give hereunder shall be in writing, and shall be given by: (a) hand-delivery; (b) facsimile transmission; (c) commercial overnight courier; or (d) United States regular mail, postage prepaid. Such notice, demand, request or other communication shall be addressed as follows, or to such other addresses as the parties may designate by like notice:

If to Senior Lender:

ALSJ, Inc. c/o Andrew Lee 6603 W. Beckwith Morton Grove, IL 60053

1020829065 Page: 6 of 14

## **UNOFFICIAL COPY**

With copy to Senior Lender Atty: Robert Rothstein, J.D.

36 W. Randolph #800 Chicago, IL 60601

If to Junior Lender:

David Zimberoff

1340 N. Astor St., No. 2706

Chicago, IL 60610

Any communication hereunder will be deemed given and effective (a) when actually received, in the case of hand delivery; b) when completely sent and received; c) the day after deposit with a commercial overnight courier; and d) in the case of first class mail, 3 days after deposit in the United Sta'es mail.

- 10. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois (the "Jurisdiction") (excluding any choice of law rules thereof that would result in the application of the laws of another jurisdiction). A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in ary other manner provided by law.
- 11. THE PARTIES HEREBY (i) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (ii) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT.
- 12. This Agreement may be executed in duplicate originals or in several counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.
- 13. <u>Invalidity of Any Part</u>. If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then: (a) the provisions shall be enforced to the fullest extent of its validity, legality and enforceability; or, (b) if such provision(s) would operate so as to invalidate this entire Agreement, only such provision(s) shall be void as if they were not contained herein, and the remainder of the provisions of this Agreement will remain in full force and affect.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

$\bigcap$		
JUNIOR LENDER:		
DAVID ZIMBEROFF		
DAVID ZIME ELOFF Trustee		
Of Zgulls Exemption Trust		
SENIOR LENDER:	Olyna C	
ALSJ, INC.	94	
By:		
ANDREW LEE, its President	0/2	
THE WEEL, Its Hesident	'7x,	
	9	
		),
		0.
ANDREW LEE		74,
		2,1
		Y5c.
		10
		CO.

1020829065 Page: 8 of 14

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

JUNIOR LENDER:	
DAVID ZIMBEROFF	
DAVID ZIMBEKCTT, Trustee	
Of Zgulls Exemption Trust	
Ox	
SENIOR LENDER:	
ALSJ, INC.	
ALSJ, INC.  By:  ANDREW LEE, its President  ANDREW LEE	
By:	
ANDREW LEE, its President	
ANDREW LEE	
	•

State of IL )  My Henry ) SS
Me Henry ) SS County of <del>Cook</del> (18 <sup>w</sup> )
I, JOHN P. WALLE, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that David Zimberoff, personally, and as Trustee of the Zgulls Exemption Trust, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered the said instrument as a voluntary act, for the uses and purposes therein set forth.
Given under my nand and notarial seal this 1 day of July, 2010.  OFFICIAL SEAL JOHN P WALLACE JOHN P WALLACE NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires:
State of IL ) SS County of Cook )
I,, a Notary Public ir and for said County, in the State of Illinois, DO HEREBY CERTIFY that Andrew Lee, personally and the President of ALSJ, Inc., an IL corporation who is personally known to me or preved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered the said instrument as a voluntary act, for the uses and purposes therein set forth
Witness my hand and Notarial Seal this day of July, 2010.
Notary Public
My Commission Expires:

1020829065 Page: 10 of 14

# **UNOFFICIAL COPY**

State of IL	) ) SS			
County of Cook	)			
of Illinois, DO HER Zgulls Exemption To satisfactory evidence instrument, appeared sealed and delivered to forth.	, a Notary Public in and for said EBY CERTIFY that David Zimberoff, personally, a rust, who is personally known to me or proved to be to be the same person whose name is subscribe before me this day in person and acknowledged the said instrument as a voluntary act, for the uses an	and as Trustee of the o me on the basis of ped to the foregoing on me that he signed.		
Given under my hand	and notarial seal this day of July, 2010.  Notary Public			
My Commission Expi	ires:			
State of IL County of Cook	) SS )			
I, ZEFF ASNEE, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Andrew Lee, personally and as the President of ALSJ, Inc., an IL corporation who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered the said instrument as a voluntary act, for the uses and purposes therein set forth  Witness my hand and Notarial Seal this 2 day of July, 2010.				
	Notary Pablic	OFFICIAL SEAL ZEFF ASNER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-28-2011		
My Commission Expir $3/28/11$	res:			

1020829065 Page: 11 of 14

### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT NUMBER 114 IN THE OLD WILLOW FALLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25090133, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-202-025-1014

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 850 E OLD WILLOW RD, UNIT 1.4, PROSPECT HEIGHTS, IL 60070

#### PARCEL 2:

UNIT NUMBER 122 IN THE OLD WILLOW FALLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25090.133, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-202-025-1022

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 860 E OLD WILLOW RD, UNIT 122, PROSPECT HEIGHTS, IL 60070

#### PARCEL 3:

UNIT NUMBER 150 IN THE OLD WILLOW FALLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH,

1020829065 Page: 12 of 14

### **UNOFFICIAL COPY**

RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25090133, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-202-025-1050

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 870 E. OLD WILLOW RD., UNIT 150, PROSPECT HEIGHTS, IL 60070.

#### PARCEL 4

UNIT NUMBER 156 'N THE OLD WILLOW FALLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25090133, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-202-025-1058

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 870 E OLD WILLOW RD, UNIT 158, PROSPECT HEIGHTS, IL 60070

#### PARCEL 5:

UNIT NUMBER 250 IN THE OLD WILLOW FALLS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: I'VE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIF 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25090133, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-202-025-1138

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 870 E OLD WILLOW RD, UNIT 250, PROSPECT HEIGHTS, IL 60070

1020829065 Page: 13 of 14

### **UNOFFICIAL COPY**

#### **PARCEL 6:**

#### PARCEL A:

UNIT 171 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OLD WILLOW FALLS CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 506.52 FEET OF THE WEST 1526.52 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JULINOIS.

### PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF MUTUAL EASEMENTS BY AND BETWEEN THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 15266. TRUST NUMBER 15497 AND TRUST NUMBER 15498 AND BEVERLY SAVINGS AND LOAN ASSOCIATION, DATED MARCH 13, 1963 AND KECORDED MARCH 18, 1963 AS DOCUMENT NUMBER 18745223 FOR INGRESS AND EGRESS AS A PRIVATE DRIVEWAY OVER THE SOUTH 2 RODS OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, FOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART LYING EAST OF THE WESTERLY LINE OF RIVER ROAD AS NOW LOCATED, AND ALSO EXCEPTING THEREFROM THAT PART IN THE WEST 1526.52 FEET OF SAID NORTHEAST 1/4), ALL VN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED October 10, 1971 AND KNOWN AS TRUST NUMBER 2-1540 AND RECORDED IN THE OFFICE OF THE RECORDED OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25090133.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 880 E. OLD WILLOW RD, UNIT 171, PROSPECT HEIGHTS, IL 60070

#### PARCEL 7:

#### PARCEL A:

UNIT NUMBER 1E, BUILDING NUMBER CT3, IN THE NORWOOD COURTS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING

1020829065 Page: 14 of 14

### **UNOFFICIAL COPY**

DESCRIBED PARCEL OF REAL ESTATE: THE NORTH 3 FEET OF LOTS 1 AND 6, AND ALL OF LOTS 2 TO 6 IN NORWOOD COURTS SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH EASEMENTS FOR THE BENEFIT OF THE FOREGOING PARCEL AS SET FORTH IN INSTRUMENTS RECORDED AS DOCUMENTS 15929248 AND 14957209, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25211651, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENTS RECORDED AS DOCUMENTS 15929348 AND 15957209, AND IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25211651, IN COOK COUNTY, ILLINOIS.

PIN: 14-06-121-011-1076

FOR INFORMATIONAL PURPOSES, THIS PROPERTY IS COMMONLY KNOWN AS: 6123 N. SEELEY AVENUE, APT . E. CHICAGO, IL 60659-4333.