

# UNOFFICIAL COPY

After Recording Please Return To:



**Millennium Trust Company, LLC**  
**820 Jorie Blvd., Ste. 420**  
**Oak Brook, Illinois 60523**

Doc#: 1122344092 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2011 03:47 PM Pg: 1 of 10

Securing Real Estate:  
211 Franklin Rd.  
Glencoe, Illinois 60022

PIN: 05-06-303-010-0000

## MORTGAGE MODIFICATION

**THIS MORTGAGE MODIFICATION** ("Modification") made as of February 7, 2011 by and between Stanley D. Schwartz and Susan F. Schwartz, his wife, of 211 Franklin Rd., Glencoe, Illinois 60022 ("Borrowers" or "Mortgagor") and Millennium Trust Company, LLC, an Illinois limited liability company, as Custodian FBO Lorna Widdes as successor in interest to Kenneth I. Widdes Millennium IRA Account #908795016 now known as Millennium Trust Company, Custodian FBO Lorna Widdes IRA Account # 90GO50015 ("Lender" or "Mortgagee");

### WITNESSETH:

**WHEREAS**, Borrower heretofore executed a Mortgage, dated May 19, 2003 and recorded as document number 0316331225 on June 12, 2003, in the County of Cook, Illinois, conveying to Lender the real property described in Exhibit "A" attached hereto, which Mortgage was originally given to secure, among other things, a note dated May 19, 2003, payable to Lender, in the principal amount of One Hundred Thousand & No/100<sup>ths</sup> Dollars (\$100,000.00) (the Note);

**WHEREAS**, Borrower has requested that Lender enter into this Modification for the purpose of modifying the terms of the Note and extending the maturity date of the Note from February 7, 2011 to February 7, 2016;

**WHEREAS**, said Note secured by said Mortgage have been amended from time to time but all such amendments were not and have not meant to be characterized as new or subsequent transactions as there has been no additional funds disbursed.

**WHEREAS**, Borrower and Lender have of even date herewith the Borrower and Lender agree to enter into that certain Note Amendment, and Mortgage Modification;

**WHEREAS**, as a condition precedent to entering into this Modification, Lender has required that Borrower execute the Note Amendment and other documents.

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1. The recitals shall be restated and incorporated herein by reference.
2. As of February 7, 2011, the outstanding amount due is One Hundred Thousand & No/100th Dollars (\$100,000.00).
3. Borrower and Lender agree that interest rate and amortization shall be governed by the Note as amended from time to time and the date for payment of the entire principal balance and all such accrued and unpaid interest, if not sooner paid, shall become due and payable as extended on February 7, 2016 (the "Maturity Date").
4. All references in this Modification to the original Note and Mortgage shall be deemed to include and be a reference to that certain original Note and Mortgage which also include all such Note Amendments and Mortgage Modifications, between Borrower and Lender.
5. Borrower and Lender intend this Modification to operate as a modification of the Mortgage and do not intend that a new Mortgage transaction be created hereby, and that Mortgagee's priority is not to be impacted in any way.
6. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens permitted by the Lender as otherwise described on Exhibit B attached hereto ("Permitted Exceptions"); and (b) Mortgagor has legal power and authority to mortgage and convey the Premises.
7. **Payment of Taxes and Assessments.** Mortgagor shall pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether assessed to or not assessed against Mortgagor, and if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same; and Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.
8. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:
  - a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;
  - b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien;
  - c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants

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and conditions to be observed and performed by Mortgagor under the Note, Mortgage and the other Loan Documents, as amended from time to time;

d. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

e. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

f. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

g. pay when due all operating costs of the Premises;

h. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

i. cause the Premises at all times to be fully insured and operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

9. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is excused, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefore, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

10. **LIENS, ENCUMBRANCES AND CHARGES.** Mortgagor **shall immediately discharge any lien not approved by Mortgagee in writing that has or may attain priority over this Mortgage.**

11. **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS.** At Mortgagor's **sole expense**, Mortgagor **shall protect, preserve and defend the Mortgagee, Property, Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Mortgagee hereunder against all adverse claims.** Mortgagor **shall give Mortgagee prompt notice in writing of the assertion** of any claim, of the filing of any action or proceeding, of any material damage to the Property or Collateral and of any condemnation offer or action.

12. **MORTGAGOR'S REPRESENTATIONS AND WARRANTIES.** All of the representations and warranties contained herein and in any loan documents are true and correct and are incorporated herein by reference as if set out in full.

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(a) Borrower represents and warrants that as of February 7, 2011: (i) there are no material lawsuits or claims having an adverse effect on the Real Estate that is subject to the Mortgage, other property of Mortgagor, or the ability of Mortgagor to pay the Indebtedness Hereby Secured, and (ii) that the Real Estate is free of any title defects.

(b) Mortgagor covenants to Mortgagee that it will within ten (10) days of the occurrence of (i) any lawsuit naming either Mortgagor as defendant, or injunctive relief, (ii) any substantial dispute between Mortgagor and any governmental authority, and/or (iii) any material adverse change in Mortgagor's financial condition, give written notice to Mortgagee of the occurrence of such event and the steps Mortgagor is taking, if any, to correct such occurrence.

(c) Other Financing. The Borrower has not and shall not (i) receive any other financing for the Property existing as of the date hereof for which a lien equal to or superior to the Mortgage that could be successfully asserted (except for 1<sup>st</sup> Lien of Chase and 2<sup>nd</sup> Lien MB Financial), or (ii) received any form or value or other financing except for 4<sup>th</sup> Lien to Arthur Slaven.

(d) Mechanics Lien Act. As of February 7, 2011 to and through the date of recording this Modification no work has been done on Improvements or the Property by the Borrower or anyone else acting for, through or on behalf of the Borrower, and no materials have been placed on the Property by any materialmen or by anyone else that could create a lien upon the secured property.

(e) Business Purpose Loan. Borrower hereby represents that the Loan constitutes a loan made by Lender to enable Borrower to carry on a commercial enterprise for the purpose of investment or profit, and that such Loan is a loan for a business purpose within the meaning of 815 Illinois Compiled Statutes 205, Section 4(1). None of the amounts to be received by Lender as interest under the Note nor any fees or other amounts payable under any of the Loan Documents is usurious or illegal under applicable law.

(f) Patriot Act. Borrower represents and warrants to Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person or entity. Borrower further represents and warrants to Lender that Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

13. **Reliance Representations and Warranties**. The Borrower acknowledges that Lender has relied upon the Borrower's representations and warranties to make this Modification.

14. **Paragraph 21 shall be amended to:**

**RIGHTS AND REMEDIES**. At any time after Default, Mortgagee shall each have all the following rights and remedies:

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(a) With or without notice, accelerate to declare all Secured Obligations immediately due and payable;

(b) commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations;

(c) To apply to a court of competent jurisdiction for and to obtain appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such appointment;

(d) To enter upon, possess, manage and operate the Property or any part thereof; Any representation or warranty of Borrower contained in this Mortgage or in any certificate delivered pursuant hereto, or in any other instrument or statement furnished in connection herewith, proves to be incorrect or misleading in any adverse respect as of the time when the same shall have been made, including, without limitation, any and all financial statements, operating statements, or schedules attached thereto, furnished by Borrower or any guarantor of the Debt to Lender or pursuant to any provision of this Mortgage.

(f) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both; and upon sale of the Property at any judicial or non-judicial foreclosure, Mortgagee may credit bid, as may be determined by Mortgagee in its sole and absolute discretion, all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Mortgagee in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, the costs of any structural reports, hazardous waste reports or any remediation costs related thereto; (iv) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (v) any and all title expenses and costs Mortgagee incurs to enforce and collect, (vi) any and all attorney expenses, fees and costs, and (vii) such other factors or matters that Mortgagee deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (i) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (ii) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (iii) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Mortgagee; and (iv) Mortgagee's credit bid may be higher or lower than any appraised value of the Property.

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15. **APPLICATION OF FORECLOSURE SALE PROCEEDS.** After deducting all costs, fees and expenses of sale and of any judicial proceeding wherein such sale may be made, Mortgagee shall apply all proceeds of any foreclosure sale: (a) to payment of all sums expended by Mortgagee under the terms hereof and not then re-paid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

16. **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES.** Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee pursuant to this Article including, without limitation, all lender costs, attorney fees, court costs and associated attorneys' fees, whether incurred in enforcement, negotiation, litigation, including, without limitation, pleadings, motions, trial, appeal or bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the property.

17. **DEFICIENCY DECREE.** Without limitation of any other rights of Lender, if in any foreclosure or other sale hereunder, the Collateral shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Borrower and against the property of Borrower for the amount of such deficiency; and, to the maximum extent permitted by law, Borrower does hereby irrevocably consent to the appointment of a receiver for the Collateral and the property of Borrower and of the rents, issues, avails, and profits thereof after such sale and until such deficiency decree is satisfied in full.

18. **ILLINOIS MORTGAGE FORECLOSURE LAW.** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(a) Without limitation, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated specifically in this Mortgage, shall be added to the indebtedness secured hereby and/or by the judgment of foreclosure.

(b) Wherever provision is made in this Mortgage or the Loan Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control the use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

(c) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or

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Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions for in Sections 15-1701 and 15-1703 of the Act.

(d) Borrower acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act.

19. **WAIVER OF MARSHALLING RIGHTS.** Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property hereby waives all rights to have the Property and/or any other property marshalled upon any foreclosure of the lien of this Mortgage or on a foreclosure of any other lien securing the Secured Obligations. Mortgagee shall have the right to sell the Property and any or all of said other property as a whole or in separate parcels, in any order that Mortgagee may designate.

20. **CUMULATIVE RIGHTS AND NON-WAIVER.** No right or remedy conferred upon or reserved to Lender by this Mortgage or in any of the other Loan Documents is intended to be exclusive of any other right or remedy; and each and every right and remedy is cumulative and in addition to any other right or remedy otherwise available. Every right, power, privilege and remedy granted Lender by this Mortgage or any of the other Loan Documents, or both, or otherwise available at law or in equity may be exercised by Lender from time to time as often as Lender deems expedient until the Debt is paid in full. Lender's failure to insist at any time upon the strict observance or performance by Borrower of any of the provisions of this Mortgage or in any of the other Loan Documents, or to exercise any right or remedy provided for in this Mortgage or in any of the other Loan Documents, will not impair any such right or remedy or be construed as a waiver or relinquishment thereof for the future. Receipt by Lender of any payment required to be made pursuant to any of the Loan Documents with knowledge of the breach of any provision of any of the Loan Documents will not constitute a waiver of such breach. In addition to all other remedies provided in this Mortgage, Lender will be entitled, to the extent permitted by applicable law, to injunctive relief in the case of a violation or attempted or threatened violation of any of the provisions of the Loan Documents or to a decree ordering performance of any of the provisions of any of the foregoing.

21. **Incorporation.** The terms and conditions of the existing Mortgage and any amendments made prior hereto are fully ratified, restated, reaffirmed and incorporated into this Amendment by this reference. The terms and conditions of the existing Mortgage shall remain in full force and effect except as specifically amended or as expressly modified herein, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as amended herein nor obligate Lender to make any future modifications. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the original Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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22. This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

23. **Indemnity.** Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage. Mortgagor hereby expressly waives and releases any such liability. Except as otherwise provided for herein, Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest as provided for in the loan documents from the date incurred by Mortgagee unless there is an event of default then until paid it shall be at the Default Rate.

24. **WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT, INCLUDING, WITHOUT LIMITATIONS, ANY PRESENT OR FUTURE MODIFICATION HEREOF OR THEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER OR ANY OF THEM WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOT EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BORROWER HEREBY AGREES AND CONSENTS THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER TO THE WAIVER OF ANY RIGHT BORROWER MIGHT OTHERWISE HAVE TO TRIAL BY JURY.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be executed on the day and year first above written.



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**BORROWERS:**

[Signature]  
Stanley D. Schwartz

[Signature]  
Susan F. Schwartz

**LENDER:** Millennium Trust Company, LLC,

FBQ Lorna Widdes  
By: [Signature], Meg Zwick  
Its: VP

By: [Signature]  
Its: Candice Mesch Senior Account Administrator

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 Stanley D. Schwartz and Susan F. Schwartz, his wife, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 7<sup>th</sup> day of February, 2011, on this 2 day of AUGUST, 2011.

Commission expires: [Signature]  
[Signature] Notary Public



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DUPAGE        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Meg Zwick is personally known to me to be the VP of the above Lender, and Candice Mesch is personally known to me to be the Senior Account Administrator of said company, and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VP and Senior Account Administrator, they signed and delivered the said instrument, pursuant to authority given by the VP of said company as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 7<sup>th</sup> day of February, 2011, on this 10 day of AUGUST, 2011.

Commission expires: [Signature]  
[Signature] Notary Public



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## EXHIBIT A

THE NORTH EIGHTY (80) FEET (MEASURED AT A RIGHT ANGLE TO THE NORTH LINE) OF LOT TWO (2) (EXCEPT THAT PART THEREOF DEDICATED FOR SYLVAN ROAD) DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF SAID LOT TWO (2), FIFTY ONE AND TWENTY HUNDREDTHS (51.20) FEET EAST OF THE NORTHWEST CORNER; THENCE WEST ON SAID NORTH LINE FORTY FOUR AND FORTY FIVE ONE HUNDREDTHS (44.45) FEET; THENCE SOUTH TWENTY EIGHT AND FIFTY NINE ONE HUNDREDTHS (28.59) FEET ON A LINE SIX AND SEVENTY FIVE ONE HUNDREDTHS (6.75) FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT TWO (2); THENCE NORTHEAST ON A STRAIGHT LINE FIFTY TWO AND SIXTY FOUR ONE HUNDREDTHS (52.64) FEET MORE OR LESS TO THE POINT OF BEGINNING, AND ALSO (EXCEPT THE WEST SIX AND THREE-FOURTHS (6-3/4) FEET OF SAID LOT) IN BLOCK THREE (3) IN SYLVAN NEWHALL'S SUBDIVISION OF PART OF FRACTIONAL SECTION SIX (6), TOWNSHIP FORTY TWO (42) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1909 AS DOCUMENT 4480847, IN COOK COUNTY, ILLINOIS

Commonly known as: 211 Franklin Rd.  
Glencoe, Illinois 60022

Permanent Index Number: 05-06-303-010-0000

This instrument prepared by:

Stanley D. Schwartz, Esq.  
10 South LaSalle Street, Ste. 3300  
Chicago, Illinois 60603