

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1132911058 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/25/2011 10:03 AM Pg: 1 of 10

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 05-21-321-011

**Address:**

**Street:** 3 Golf Lane

**Street line 2:**

**City:** Winnetka

**State:** IL

**ZIP Code:** 60093

**Lender:** Citibank, N.A.

**Borrower:** John C. Frucci and Carin D. Frucci

**Loan / Mortgage Amount:** \$700,000.00

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

FIRST AMERICAN TITLE  
ORDER # 2211866

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SC  
INTI

**Certificate number:** 66F4EDC8-E045-471F-8D1A-3C9968E98A0E

**Execution date:** 11/08/2011

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**UNOFFICIAL COPY****WHEN RECORDED RETURN TO:**

**CITIBANK**  
 Document Administration  
 1000 Technology Drive - MS 221  
 O'Fallon, MO 63368-2240

**THIS INSTRUMENT WAS PREPARED BY:**

Ms. Rhodora Linga  
 1 Court Square, 20th Floor  
 Long Island City, NY 11120  
 (718) 248-1105

Send Tax Statements to:

**HOME EQUITY LINE OF CREDIT MORTGAGE**

ACCOUNT NO.: 001121214849

In this Mortgage dated November 8, 2011, "You," "Your" and "Yours" means John C. Frucci and Carin D. Frucci as tenants by the entirety. "We," "Us" and "Our" means Citibank, N.A., a national banking association, whose home address is 701 East 60th Street North, Sioux Falls, South Dakota 57104. The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Mortgage.

The "Property" means the real estate, including the leasehold (if any), located at 3 Golf Lane, Winnetka, IL 60093 Cook County.

THIS MORTGAGE between You and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Mortgage may not exceed Seven Hundred Thousand and 00/100 dollars (\$700,000.00) (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Mortgage. Obligations under the Agreement, Mortgage and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a mortgage release to be executed and such release is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Mortgage (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited, You hereby mortgage, grant and convey to Us the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Mortgage is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.



# UNOFFICIAL COPY

Mortgage, continued

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You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first mortgage. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Mortgage.

You and We covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Mortgage including, without limitation, that evidenced by the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Mortgage in such order as We may choose from time to time.
3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. We reserve the right to require You or the Borrower to pay to an escrow account amounts to pay taxes and insurance when they are due. If We require payments to be made to an escrow account, the amount of the payments will be determined in accordance with applicable law and We will pay interest on the payments, if required by applicable law. You shall make payments, when due, on any indebtedness secured by a mortgage or other lien that is prior in right time to this Mortgage (a "Prior Mortgage"). You shall promptly discharge the lien of any Prior Mortgage not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Mortgage without Our prior written consent.
4. **Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You. If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage. If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Mortgage covers a unit in a condominium project or planned unit development.
5. **Preservation and Maintenance of Property; Condominiums and Planned Unit Developments.** If this Mortgage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 5 of this Mortgage if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies

# UNOFFICIAL COPY

Mortgage, continued

covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Mortgage being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

6. **Protection of Our Security.** If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Mortgage (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.

7. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Mortgage shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of this Mortgage or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

12. **Severability.** If any term of this Mortgage is found to be unenforceable, all other provisions will remain in full force.

13. **Due on Transfer Provision - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Mortgage. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Mortgage without further notice or demand on You.

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Mortgage, continued

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14. **Default.** If You breach any term in this Mortgage, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale under this Mortgage and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Mortgage, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Mortgage and upon (a) expiration of the Agreement or (b) Your request, We shall release this Mortgage and You shall pay all costs of recordation, if any.

18. **Appointment of Receiver; Lender in Possession.** Upon acceleration under this Mortgage or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by 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 and premiums on the receiver's bonds and reasonable attorneys fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

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

21. **Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Mortgage or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Mortgage, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

23. **Choice of Law.** The Mortgage will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the law of the State of New York; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Mortgage will be governed by the law of the state where the Property is located.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Mortgage.

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Mortgage, continued

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25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement 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 Agreement 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 such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14.

26. **Waiver of homestead.** You waive all right of homestead exemption in the Property.

27. **Trustee Exemption.** If this Mortgage is executed by an Illinois land trust, You execute this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Us and by every person hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall be construed as creating any liability on You personally to pay amounts owing in connection with the Agreement or this Mortgage or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recovery on the Mortgage or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Mortgage and the Agreement, but this waiver shall in no way affect the personal liability of any individual Borrower, co-maker or guarantor of this Agreement.

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: PARCEL 1: THAT PART OF LOT 4 IN OWNER'S SUBDIVISION OF PART OF LOT 1 IN INDIAN HILL SUBDIVISION NO. 1, BEING A SUBDIVISION OF PARTS OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, RECORDED DECEMBER 19, 1922 IN BOOK NUMBER 174 OF PLATS, PAGES 20, 21 AND 22 THEREIN AS DOCUMENT NUMBER 7751931, LYING SOUTH OF AND ADJOINING THE EAST 30 FEET OF THE WEST 140 FEET OF LOT 3 IN INDIAN HILL SUBDIVISION NO. 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PORTION OF LOT 4 IN OWNER'S SUBDIVISION OF LOT 1 IN INDIAN HILL SUBDIVISION NO. 1 AFORESAID, LYING SOUTH OF THE WEST 110 FEET OF LOT 3 IN INDIAN HILL SUBDIVISION NO. 1 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE 85 FEET DUE EAST ALONG THE NORTH LINE OF SAID LOT 4 (BEING ALSO THE SOUTH LINE OF LOT 3 AFORESAID), TO A POINT 110 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3 AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO SAID SOUTH LINE OF LOT 3 AFORESAID TO THE SOUTH LINE OF SAID LOT 4; THENCE DUE WEST TO THE SOUTHWEST CORNER OF LOT 4 AFORESAID; THENCE NORTH 22 DEGREES, 06 MINUTE S, 00 SECONDS WEST, A DISTANCE OF 159.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE FOLLOWING PARCELS OF LAND TAKEN AS A TRACT: THAT PART OF LOT 1 IN INDIAN HILL SUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF SECTIONS 20, 21, 28 AND 29 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS. ON MARCH 28, 1916 AS DOCUMENT NUMBER 5833658, DESCRIBED AS FOLLOWS:



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BEGINNING AT AN IRON STAKE IN THE WESTERLY LINE OF SAID LOT 1, SAID WESTERLY LINE BEING THE CENTER LINE OF THE PRIVATE DRIVE, AND SAID POINT OF BEGINNING BEING 121.8 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 20 AND 14.96 FEET WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTH 86 DEGREES 21 MINUTES EAST 283.2 FEET; THENCE NORTH 24.5 FEET TO A CONCRETE MONUMENT (WHICH SAID LAST MENTIONED CONCRETE MONUMENT MARKS THE NORTHWEST CORNER OF CERTAIN LAND HERETOFORE CONVEYED BY SAID ROLAND D WHITMAN AND GENEVIEVE WHITMAN, HIS WIFE, TO BOWMAN C LINGLE AND BERTHA K LINGLE, HIS WIFE, BY DEED DATED DECEMBER 15, 1916 AND RECORDED IN THE RECORDER'S OFFICE ON DECEMBER 15, 1916 AS DOCUMENT NUMBER 6013577); THENCE NORTH 22 DEGREES 6 MINUTES WEST 159.31 FEET FROM SAID CONCRETE MONUMENT TO A SECOND CONCRETE MONUMENT IN THE SOUTH LINE OF LOT 3 OF SAID INDIAN HILL SUBDIVISION NO. 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 25 FEET TO AN IRON STAKE AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3, 20 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID INDIAN HILL SUBDIVISION NO. 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 195.2 FEET TO THE WESTERLY LINE OF SAID LOT 1, BEING THE CENTER LINE OF THE PRIVATE DRIVE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 1, BEING THE CENTER LINE OF THE PRIVATE DRIVE, TO AN IRON STAKE AT THE POINT OF BEGINNING;

ALSO

THE SOUTH 73 FEET OF LOT 4 IN INDIAN HILL SUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF SECTIONS 20, 21, 28 AND 29 IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY PLAT OF SAID SUBDIVISION RECORDED MARCH 28, 1916 AS DOCUMENT NUMBER 5833658, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING PROPERTY; THE WESTERLY 1/2 OR 7 FEET OF THE 14 FOOT PRIVATE DRIVE, THE CENTER LINE OF WHICH SAID PRIVATE DRIVE FORMS THE EASTERLY BOUNDARY OF LOTS 8 AND 10 OF INDIAN HILL SUBDIVISION NO. 2, BEING A SUBDIVISION IN SECTIONS 20 AND 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EASEMENT BEING CREATED BY DEED FROM CENTRAL TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER THE TRUST AGREEMENT DATED OCTOBER 5, 1912 AND KNOWN AS TRUST NO. 2574 TO ROLAND WHITMAN DATED APRIL 15, 1916 AND RECORDED MAY 18, 1916 AS DOCUMENT NUMBER 5870801;

ALSO

THE EASTERLY 1/2 OR 7 FEET OF THE 14 FOOT PRIVATE DRIVE, THE CENTER LINE WHICH FORMS THE WESTERLY BOUNDARY LINE OF LOTS 1 AND 4 OF INDIAN HILL SUBDIVISION NO. 1, THE CENTER LINE OF THE AFORESAID 14 FOOT PRIVATE DRIVE IS CLEARLY INDICATED ON PLAT OF INDIAN HILL SUBDIVISION NO. 1 RECORDED MARCH 28, 1916 AS DOCUMENT NUMBER 5833658 AS WELL AS ON PLAT OF INDIAN HILL SUBDIVISION NO. 2 RECORDED DECEMBER 7, 1915 AS DOCUMENT NUMBER 5772391 (EXCEPT THAT PART FALLING WITHIN PARCEL 3 AFORESAID)

ALSO

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THE 16 FOOT PRIVATE DRIVE LYING SOUTH OF LOT 1 AND ALONG THE NORTH LINE OF LOT 6 IN INDIAN HILL SUBDIVISION NO. 1 AS SHOWN ON PLAT OF INDIAN HILL SUBDIVISION NO. 1 IN SECTIONS 20, 21, 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1916 AS DOCUMENT NUMBER 5833658, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 05-21-321-011 Vol. No 102

Property Address: 3 Golf Lane, Winnetka, Illinois 60093

Property of Cook County Clerk's Office