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Cook County Recorder of Deeds  
Date: 10/05/2012 08:43 AM Pg: 1 of 18

Joel V. Sestito, Esq.  
Ginsberg Jacobs, LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606

Property Address:  
9210 - 9300 South Sangamon Street  
Chicago, Illinois 60620

- PIN Number:
- 25-05-231-010-0000
  - 25-05-404-006-0000
  - 25-05-404-010-0000
  - 25-05-416-004-0000
  - 25-05-416-008-0000
  - 25-05-416-011-0000
  - 25-05-416-012-0000
  - 25-05-416-015-0000
  - 25-05-416-016-0000
  - 25-05-416-018-0000
  - 25-05-416-021-0000
  - 25-05-500-001-0000

## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,  
FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment"),  
is made and entered into as of September 28, 2012, with an effective date of July 13, 2012, by  
**JAVO-MEX I LLC**, an Illinois limited liability company ("Mortgagor"), with an address at 770  
North Halsted, Suite 101, Chicago, Illinois 60642, for the benefit of **THE PRIVATEBANK  
AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns (the  
"Mortgagee") for the benefit of the Mortgagee.

### WITNESSETH

WHEREAS, Mortgagor and Mortgagee entered into a certain loan arrangement (the  
"Original Loan Arrangement") represented in part by that certain Loan Agreement dated as of  
April 21, 2005, as amended by that certain Loan and Mortgage Modification Agreement dated as  
of June 13, 2006 (each as amended, modified and restated from time to time, and collectively,  
the "Original Loan Agreement") and that certain Amended and Restated Note dated as of June  
13, 2006, as amended by that certain Modification of Amended and Restated Note dated as of

Box 400-CTCC

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July 13, 2007, pursuant to which Mortgagee made a loan to Mortgagor in the original principal amount of Six Million Ten Thousand One Hundred Twenty Eight and 57/100 Dollars (\$6,010,128.57); and

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement") dated as of even date herewith between Mortgagor and Mortgagee, Mortgagor and Mortgagee have agreed to amend and restate the terms of the Original Loan Agreement (the "Loan"). The Loan is evidenced by that certain Second Amended and Restated Note dated as of even date herewith by Mortgagor payable to the order of Mortgagee in the original principal amount of Five Million Two Hundred Nineteen Thousand Twelve Dollars (\$5,219,012.00) (as amended, modified and restated from time to time, the "Note"); and

WHEREAS, the Loan is secured by, among other items, (i) that certain: (a) Mortgage, Security Agreement, and Assignment of Rents and Leases dated as of July 13, 2007, as amended by that certain First Amendment to Mortgage, Security Agreement, and Assignment of Rents and Leases dated as of even date herewith, made by Kinders 807, LLC, an Illinois limited liability company ("Kinders 807"), for the benefit of Mortgagee, which was recorded on October 24, 2007 with the Cook County, Illinois Recorder as Document No. 0729735379 (together with all renewals, modifications, increases and extensions thereof, the "Mortgage - Halsted Office"), which grants Mortgagee a second priority security interest in the real property described on Exhibit A attached to the Mortgage - Halsted Office (the "Property - Halsted Office"), (b) Mortgage, Security Agreement, and Assignment of Rents and Leases dated as of July 13, 2007, as amended by that certain First Amendment to Mortgage, Security Agreement, and Assignment of Rents and Leases dated as of even date herewith, executed and delivered by Kinders Chicago/Halsted, LLC, an Illinois limited liability company ("Kinders Chicago"), for the benefit of Mortgagee, which was recorded on June 28, 2007 with the Cook County, Illinois Recorder as Document No. 0717922010 (together with all renewals, modifications, increases and extensions thereof, the "Mortgage - Halsted Parking"), which grants Mortgagee a second priority security interest in the real property described on Exhibit A attached to the Mortgage - Halsted Parking (the "Property - Halsted Parking"), and (c) Mortgage, Security Agreement, and Assignment of Rents and Leases dated as of July 13, 2007, as amended by this Amendment, executed and delivered by Mortgagor for the benefit of Mortgagee, which was recorded on October 17, 2007 with the Cook County, Illinois Recorder as Document No. 07290600094 (together with all renewals, modifications, increases and extensions thereof, the "Mortgage - Sangamon"), together with the Mortgage - Halsted Office and Mortgage - Halsted Parking, the "Mortgage"), which grants Mortgagee a first priority security interest in the real property described on Exhibit A attached to the Mortgage - Sangamon (the "Property - Sangamon"; together with the Property - Halsted Office and Property - Halsted Parking, the "Property"); (ii) that certain Limited Guaranty of Payment dated as of even date herewith from Kinders 807 and Kinders Chicago (as amended, modified and restated from time to time, the "Guaranty"), for the benefit of Mortgagee, and (iii) certain other documents securing repayment of the Note (together with the Mortgage, this Assignment, the Loan Agreement, the Guaranty, the Note, and all other documents evidencing or securing the Loan are hereinafter referred to as the "Loan Documents"). All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the Loan Documents are hereby made a part of this Assignment to the same extent and with the same force and effect as if they were fully set forth herein and Mortgagor covenants and agrees to keep

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and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

**NOW, THEREFORE**, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Loan Agreement.

2. **Loan Documents.** All references in the Loan Documents to this "**Mortgage**" shall mean the Mortgage as amended by this Amendment and as may be further amended, restated, modified or supplemented and in effect from time to time. All references in the Mortgage to the "**Loan Agreement**" shall mean the Loan Agreement as amended and restated by that certain Amended and Restated Loan Agreement (together with all renewals, amendments, modifications, increases and extensions thereof, the "**Loan Agreement**") dated as of even date herewith between Mortgagor and Mortgagee. All references in the Mortgage to the "**Notes**" or "**Note**" shall mean the Notes (as defined in the Mortgage – Sangamon) as amended and restated by the by that certain Second Amended and Restated Note dated as of even date herewith by Mortgagor payable to the order of Mortgagee in the original principal amount of Five Million Two Hundred Nineteen Thousand Twelve Dollars (\$5,219,012.00).

3. The first full paragraph of the GRANTING CLAUSES section of the Mortgage shall be amended by replacing it in its entirety with the following:

To secure (i) the payment when and as due and payable of the principal of and interest on the Loan or so much thereof as may be advanced from time to time, and any and all late charges, and all other indebtedness evidenced by or owing under the Notes and any of the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing, (ii) the payment of all other indebtedness which this Mortgage by its terms secures, (iii) the performance and observance of the covenants and agreements contained in this Mortgage, the Loan Agreement, the Note and each of the other Loan Documents, and (iv) the payment when and as due and payable of the principal of and interest on that certain loan made by Mortgagee in favor of the payment when and as due and payable of the principal of and interest on that certain loan made by Mortgagee in favor of Kinders (as defined in the Loan Agreement) under the Kinders Loan Documents (as defined in the Loan Agreement) or so much thereof as may be advanced from time to time, and any and all late charges, Additional Costs (as defined in the Kinders Note (as defined below), and all other indebtedness evidenced by or owing under that certain Amended and Restated Promissory Note dated as of September 28, 2012, made by Kinders in favor of Mortgagee in the original principal amount of Four Million One Hundred Ninety Thousand Six Hundred Sixty-Six Dollars (\$4,190,666.00) (the "**Kinders Note**") and any of the other Kinders Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing (all of such

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indebtedness, obligations and liabilities identified in (i), (ii), (iii), and (iv) above being hereinafter referred to as the “Liabilities”), Mortgagor does hereby irrevocably and unconditionally convey, mortgage, assign, transfer, pledge and deliver to Mortgagee, its successors and assigns, all estate, right, title and interest that Mortgagor now has or may later acquire in and to the properties, rights, interests and privileges in and to the following described property located in Cook County, Illinois subject to the terms and conditions herein:

4. Section 2.1(b) of the Mortgage shall be replaced in its entirety with the following:

(b) If any “Event of Default” or default shall occur under any of the Notes Loan Agreement, Kinders Loan Documents or any of the other Loan Instruments and is not cured within any applicable grace or cure period after notice of default is given by Mortgagee;

5. Section 4.9 of the Mortgage shall be replaced in its entirety with the following:

Maximum Indebtedness. In no event shall the total amount of Liabilities exceed Eighteen Million Eight Hundred Nineteen Thousand Three Hundred Fifty-Six Dollars (\$18,819,356.00).

6. Waiver of Claims. Mortgagor acknowledges, confirms and agrees that, to its knowledge, as of the date hereof, it has no offsets, defenses, claims or counterclaims against Mortgagee with respect to any of its liabilities and Obligations owing to the Mortgagee, and, to the extent that the Mortgagor currently has or has ever had any such offsets, defenses, claims or counterclaims, the Mortgagor hereby specifically WAIVES and RELEASES any and all rights to such offsets, defenses, claims or counterclaims, provided, that the foregoing shall not act as a waiver or release of any offsets, defenses, claims, or counterclaims Mortgagor may have subsequent to the date hereof.

7. Ratification. Mortgagor hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party as being true as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). Without limiting the generality of the foregoing, Mortgagor hereby warrants and represents to Mortgagee that, upon the effectiveness of this Amendment, no Event of Default will have occurred and be continuing under any of the Loan Documents. Except as amended hereby, all terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

8. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Mortgagee:

a. All parties shall have executed and delivered this Amendment.

b. Mortgagor shall have delivered to Mortgagee a date down endorsement to Mortgagee’s existing title policy in connection with the recording of this Amendment, in form and substance acceptable to Mortgagee in its sole discretion.

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c. Mortgagor shall have paid all costs and expenses of Mortgagee, including, without limitation, the costs and expenses of the endorsement to Mortgagee's title policy, and reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Amendment and the other documents delivered in connection herewith.

9. Miscellaneous.

a. This Amendment may be executed in several counterparts and by each party or a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

d. The Mortgagor warrants and represents that Mortgagor has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Mortgagee or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**MORTGAGOR:**

**JAVO-MEX I, LLC**, an Illinois limited liability company

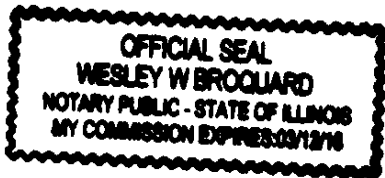
By: Kinders, Inc., an Illinois corporation, its Manager

By: Howard Ellman  
Name: Howard Ellman  
Its: Authorized Representative

STATE OF ILLINOIS     )  
                                          ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Howard Ellman, the Authorized Rep. of Kinders, Inc., an Illinois corporation, who is 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 that he signed and delivered the said instrument as his/her own 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 notarial seal this 28<sup>th</sup> day of September, 2017.



Wesley W. Broquard  
Notary Public

My Commission Expires:

3/12/18

[SIGNATURES CONTINUED ON NEXT PAGE]

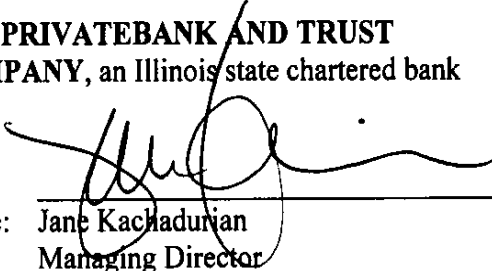


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IN WITNESS WHEREOF, Mortgagee has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**MORTGAGEE:**

**THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank

By:   
Name: Jane Kachadurian  
Title: Managing Director

STATE OF ILLINOIS     )  
                                          ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that JANE KACHADURIAN, the MANAGING DIRECTOR of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, who is 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 that he/she signed and delivered the said instrument as his/her own 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 notarial seal this 26<sup>th</sup> day of September, 2012.



  
Notary Public

My Commission Expires:  
06/06/16

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

THAT PART OF VACATED LOTS 17 TO 20 BOTH INCLUSIVE IN BLOCK 13 AND OF VACATED SOUTH GENOA AVENUE WEST OF AND ADJOINING SAID LOTS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF SAID LOT 17; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.00 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 200.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK TO THE POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 80.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 80.0 FEET; THENCE WEST 168.0 FEET TO THE POINT OF BEGINNING, ALL IN THE HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;



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## PARCEL 3:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING ON THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM THE NORTH TO THE EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.61 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13; THENCE EAST ALONG SAID LINE AND NORTH LINE OF BLOCK 13 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE 169.88 FEET TO A POINT 280.0 FEET NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO FRED P. TASNER AND BARBARA R. TASNER DATED FEBRUARY 14, 1961 AND RECORDED FEBRUARY 14, 1961 AS DOCUMENT NUMBER 18084345 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (A) A 30.0 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING AT A POINT IN THE NORTH LINE OF THE WEST 94TH STREET SAID POINT OF BEGINNING BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTHEAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14, 125.0 FEET TO

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A POINT; THENCE ON THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT 97.9 FEET TO THE POINT OF TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO A POINT SAID POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13, OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED AS (A) ABOVE; THENCE SOUTHEASTERLY PARALLEL WITH AND 15 FEET EASTERLY FROM SAID CENTER LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 17 EXTENDED WESTERLY; THENCE EASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO CHATHAM BANK OF CHICAGO A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1961 ALSO KNOWN AS TRUST NO. 172 DATED FEBRUARY 14, 1962 AND RECORDED FEBRUARY 23, 1962 AS DOCUMENT NUMBER 18408759 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (A) COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTHEAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14 A DISTANCE OF 125.0 FEET TO A POINT; THENCE ALONG THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT, 97.9 FEET TO THE POINT TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13; THENCE CONTINUING NORTHWESTERLY 26.9 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 33 DEGREES 36 MINUTES CURVE TO THE RIGHT 53.3 FEET TO A POINT BEING ON A

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LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 280.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED IN (A) ABOVE; THENCE NORTHERLY ALONG A LINE LYING 15 FEET EASTERLY OF AND PARALLEL TO SAID CENTER LINE TO A POINT IN A LINE DRAWN 280.0 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE DRAWN 368.0 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 13; THENCE SOUTHERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING,

EXCEPTING FROM THE FOREGOING PARCELS 4 AND 5 THOSE PARTS THEREOF FALLING IN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 26.11 FEET EAST OF THE SOUTHEAST CORNER OF VACATED BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF VACATED SOUTH GENOA AVENUE, 129.45 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, HAVING A RADIUS OF 220.65 FEET, CONVEX TO THE EAST AN ARC DISTANCE OF 79.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE AFORESAID CURVE AN ARC DISTANCE OF 12.40 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG AND TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 190.96 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE, HAVING A RADIUS OF 174.24 FEET, CONVEX TO THE WEST AN ARC DISTANCE OF 51.16 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF AFORESAID LOT 4, A DISTANCE OF 47.29 FEET TO THE INTERSECTION WITH A LINE 398.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 13 IN THE AFORESAID ADDITION; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 239.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPTING FROM THE FOREGOING PARCELS 4 AND 5 THOSE PARTS THEREOF FALLING WITHIN PARCELS 1, 2, 3 AND 7.

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## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 16581 DATED DECEMBER 20, 1963 AND RECORDED DECEMBER 27, 1963 AS DOCUMENT NUMBER 19008850 FOR A PRIVATE DRIVE ON, OVER AND ACROSS:

A TRACT OF LAND IN BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM NORTH TO EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.61 FEET TO A POINT ON THE NORTH LINE OF BLOCK 14, (WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13); THENCE WEST ON THE NORTH LINE OF BLOCK 14 A DISTANCE OF 33.02 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 114 DEGREES 42 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 81.61 FEET; THENCE SOUTHERLY A DISTANCE OF 105.0 FEET MORE OR LESS TO A POINT 280.0 FEET NORTH OF THE WESTERLY EXTENSION, OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13 AND 239.0 FEET WEST OF THE EAST 200.0 FEET OF BLOCK 13; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION A DISTANCE OF 71.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING ALL IN COCK COUNTY, ILLINOIS (EXCEPTING THEREFROM THOSE PARTS THEREOF FALLING WITH PARCELS 1, 2, 3 AND 7)

## PARCEL 7:

A TRACT OF LAND WHICH INCLUDES PORTIONS OF VACATED SOUTH GENOA AVENUE (FORMERLY LOGAN AVENUE) AND VACATED WEST 93RD STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCK 14; ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PORTIONS OF VACATED SOUTH MORGAN STREET AND VACATED WEST 92ND STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCKS 4 AND 5 IN CENTRAL ADDITION TO SOUTH ENGLEWOOD; BEING A RESUBDIVISION OF BLOCKS 2 TO 8 INCLUSIVE OF HALSTED ADDITION TO WASHINGTON HEIGHTS, AS AFOREMENTIONED, (PARTS OF WHICH WERE VACATED BY INSTRUMENTS DATED OCTOBER 15, 1889 AND



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RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 18, 1889, BOOK 2706, PAGES 163 AND 164 AS DOCUMENTS 1172533 AND 1172534) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF LOT 16, BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHEASTERLY ALONG THE WEST LINE OF LOT 16 TO THE NORTHWEST CORNER OF LOT 16; THENCE CONTINUING NORTHEASTERLY ALONG AN EXTENSION OF THE WEST LINE OF LOT 16 TO A POINT, SAID POINT BEING 187.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 16 AS MEASURED ALONG THE WEST LINE AND ITS EXTENSION; THENCE WEST ON A LINE PARALLEL WITH AND 16 FEET NORTH OF THE NORTH LINE OF LOT 16 A DISTANCE OF 9.25 FEET TO A POINT; THENCE NORTH ON A LINE 368 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 375.68 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 81.61 FEET TO A POINT IN A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET, SAID POINT BEING 333.62 FEET WEST OF THE WEST LINE OF SOUTH SANGAMON STREET AS MEASURED ALONG SAID SOUTH LINE; THENCE EAST ALONG SAID EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET A DISTANCE OF 333.62 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST 93RD STREET A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH ALONG A LINE WHICH IS 200 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 630 FEET TO A POINT; THENCE EAST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 92ND STREET A DISTANCE OF 200 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST 92ND STREET A DISTANCE OF 255.5 FEET TO A POINT, SAID POINT BEING 100 FEET EASTERLY OF THE EASTERLY LINE OF VINCENNES ROAD AS MEASURED AT RIGHT ANGLE; THENCE SOUTHWESTERLY ON A LINE 100 FEET EASTERLY OF, AS MEASURED AT RIGHT-ANGLE, AND PARALLEL WITH THE EASTERLY LINE OF VINCENNES ROAD TO A POINT OF INTERESECTION WITH THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET A DISTANCE OF 260.89 FEET TO THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 13 BEING THE POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTORS JOSEPH B. FLEMING AND AARON COLNON, TRUSTEES OF THE ESTATE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY TO WARREN FRED WILHELM IN AN INSTRUMENT DATED SEPTEMBER 2, 1942 RECORDED BOOK 37792, PAGE 291, DOCUMENT 12960627 AND SUBSEQUENT CORRECTION DEED DATED JULY 18, 1944 AS FOLLOWS:

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ALL THAT PART OF BLOCK 14 NOW VACATED IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS; AND ALL THAT PART OF VACATED LOGAN AVENUE ADJOINING SAID BLOCK 14, NOW VACATED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET IN THE CITY OF CHICAGO, AT THE SOUTHEAST CORNER OF SAID BLOCK 14 NOW VACATED; THENCE EAST ALONG THE NORTH LINE OF SAID WEST 94TH STREET A DISTANCE OF 20.2 FEET, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE OF THE EAST AND WEST ALLEY IN BLOCK 13 OF SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, EXTENDED WEST, WHICH IS 18.7 FEET EAST OF THE EASTERLY LINE OF SAID BLOCK 14, NOW VACATED, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID EXTENDED ALLEY, A DISTANCE OF 115 FEET TO A POINT WHICH IS 81.15 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE NORTH LINE OF WEST 94TH STREET, WHICH 82.65 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET, 94.8 FEET TO POINT OF BEGINNING,

ALSO EXCEPTING FROM THE FIRST ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTOR, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY TO EDITH F. EBINGER IN AN INSTRUMENT DATED DECEMBER 30, 1974 AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 20.20 FEET EAST OF THE SOUTHEAST CORNER OF AFORESAID VACATED BLOCK 14; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE, EXTENDED WEST OF THE EAST AND WEST ALLEY IN BLOCK 13 OF AFORESAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, SAID POINT BEING 18.70 FEET EAST OF THE EASTERLY LINE OF AFORESAID BLOCK 14 AS MEASURED ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE FROM WEST TO NORTHEASTERLY OF 95 DEGREES 59 MINUTES 30 SECONDS WITH THE PROLONGATION OF THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, A DISTANCE OF 278.75 FEET TO A POINT ON THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF AFORESAID VACATED LOT 4 A DISTANCE OF 51.67 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED



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PERPENDICULAR TO THE CENTERLINE OF A CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 19.24 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 502.15 FEET, AN ARC DISTANCE OF OF 88.66 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE AFORESAID TANGENT A DISTANCE OF 2.00 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE CENTERLINE OF THE AFORESAID SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 198.46 FEET TO A POINT IN THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY; THENCE EAST ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THE EAST 200 FEET OF THE FOLLOWING TAKEN AS A TRACT: VACATED LOTS 1 TO 9, INCLUSIVE, 17 TO 24, INCLUSIVE, AND THE VACATED PUBLIC ALLEY LYING BETWEEN SAID LOTS, IN BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8-37014 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS

## PARCEL 9:

THE EAST 200 FEET OF THAT PART OF VACATED LOTS, BLOCKS, STREETS AND ALLEYS IN CENTRAL ADDITION TO SOUTH ENGLEWOOD WHICH LIES WEST OF THE WEST LINE OF SOUTH SANGAMON ST, SOUTH OF THE SOUTH LINE EXTENDED WESTERLY OF WEST 92ND STREET AND NORTH OF THE NORTH LINE EXTENDED WESTERLY OF WEST 93RD STREET SAID CENTRAL ADDITION BEING A RESUBDIVISION OF BLOCKS 2 TO 8 INCLUSIVE OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS

## PARCEL 10:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE

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SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH HALSTED STREET AS WIDENED PER ORDINANCE PASSED BY THE CITY OF CHICAGO ON JUNE 17, 1925, AND THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 5; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 334.00 FEET TO THE NORTH LINE OF LOT 11 IN BLOCK 11 AS SHOWN ON THE PLAT OF PART OF SOUTH ENGLEWOOD (ALSO KNOWN AS SISSON AND NEWMAN'S SUBDIVISION) RECORDED SEPTEMBER 24, 1972 AS DOCUMENT NO. 58451, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE NORTH 89 DEGREES 47 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF LOTS 11 AND 34 IN BLOCK 11 AND THEIR EXTENSIONS 281.15 FEET TO THE CENTER LINE OF SOUTH GREEN STREET; THENCE SOUTH 0 DEGREES 00 MINUTES 39 SECONDS WEST ALONG SAID CENTER LINE OF SOUTH GREEN STREET, 1.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 7 IN BLOCK 10 (NOW VACATED) IN AFORESAID SOUTH ENGLEWOOD; THENCE NORTH 89 DEGREES 47 MINUTES 21 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF LOT 7 AND ITS WESTERLY EXTENSION 172.60 FEET TO THE NORTHEAST CORNER OF LOT 29 IN AFORESAID BLOCK 10; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF AFORESAID LOT 29 AND ITS WESTERLY EXTENSION (BEING ON A CIRCLE CONVEX NORTHWESTERLY, AND HAVING A RADIUS OF 599.00 FEET) FOR AN ARC DISTANCE OF 198.76 FEET, THE CHORD OF WHICH BEARS SOUTH 75 DEGREES 34 MINUTES 21 SECONDS WEST FOR 197.85 FEET, TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 12, BEING ON A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 300.37 FEET; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF AFORESAID LOT 1 IN BLOCK 12 AND ARC DISTANCE OF 28.02 FEET, THE CHORD OF WHICH BEARS SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST FOR 28.01 FEET, TO A POINT OF INTERSECTION WITH A LINE BEING 15 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE FORMER CENTER LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY'S MOST SOUTHEASTERLY YARD TRACK; THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC LINE (BEING ON A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 785.00 FEET) FOR AN ARC DISTANCE OF 370.79 FEET, THE CHORD OF WHICH BEARS SOUTH 42 DEGREES 29 MINUTES 29 SECONDS WEST FOR 367.35 FEET, TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF WEST 91ST STREET (NOW VACATED); THENCE SOUTH 89 DEGREES 47 MINUTES 21 SECONDS EAST ALONG THE AFORESAID CENTER LINE OF WEST 91ST STREET BEING A LINE DRAWN 33.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCKS 1 AND 2 IN CENTRAL ADDITION TO SOUTH ENGLEWOOD A DISTANCE OF 604.21 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SOUTH GREEN STREET, IN AFORESAID CENTRAL ADDITION TO SOUTH ENGLEWOOD; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE AFORESAID WEST LINE OF SOUTH GREEN STREET 33.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN

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AFORESAID CENTRAL ADDITION TO SOUTH ENGLEWOOD, BEING THE SOUTH LINE OF WEST 91ST STREET; THENCE NORTH 89 DEGREES 47 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF WEST 91ST STREET 284.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH GREEN STREET 629.71 FEET TO A POINT ON THE NORTH LINE OF WEST 92ND STREET, BEING THE SOUTH LINE OF BLOCKS 1, 2, AND 3 IN AFORESAID CENTRAL ADDITION TO SOUTH ENGLEWOOD; THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF WEST 92ND STREET 635.77 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE NORTH 16 DEGREES 44 MINUTES 40 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 588.26 FEET; THENCE NORTH 26 DEGREES 37 MINUTES 23 SECONDS EAST 68.09 FEET TO A POINT OF CURVATURE OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CIRCLE 823.45 FEET, THE CHORD OF WHICH BEARS NORTH 58 DEGREES 30 MINUTES 06 SECONDS EAST FOR 781.62 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 12 SECONDS EAST, TANGENT TO THE ABOVE DESCRIBED CURVED LINE 368.33 FEET TO THE AFORESAID WEST LINE OF SOUTH HALSTED STREET AS WIDENED; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE AFORESAID WEST LINE OF SOUTH HALSTED STREET 37.90 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

LOTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 13 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE C. R. I. AND P. R. R. TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE C. R. I. AND P. R. R., IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9210-9300 SOUTH SANGAMON STREET, CHICAGO ILLINOIS

## PINS:

25-05-231-010-0000  
 25-05-404-006-0000  
 25-05-404-010-0000  
 25-05-416-004-0000  
 25-05-416-008-0000  
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