

2 of 3

UNOFFICIAL COPY

Doc#: 1319055226 fee: \$80.00
Date: 07/09/2013 11:33 AM Pg: 1 of 17
Cook County Recorder of Deeds
*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

CTIC
**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING, RETURN TO:**
Meltzer, Purtil & Stelle LLC
1515 East Woodfield Road, Second Floor
Schaumburg, Illinois 60173
Attention: Michael J. Wolfe

For Use by the Recorder's Office Only

Permanent Real Estate Tax Index Nos.:
See Exhibit A attached hereto

**SPREADER AGREEMENT FOR
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS
AND UTXURE FILING**

Between

6499 WEST 65TH STREET, L.L.C.,
an Illinois limited liability company

and

AMERICAN CHARTERED BANK,
Lender

000101831

UNOFFICIAL COPY

SPREADER AGREEMENT FOR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS SPREADER AGREEMENT FOR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Spreader") is made and entered into as of the 7th day of June, 2013 by and between **6499 WEST 65TH STREET, L.L.C.**, an Illinois limited liability company ("Mortgagor"), and **AMERICAN CHARTERED BANK**, its successors and assigns ("Lender" or "Mortgagee").

RECITALS:

Mortgagor Martin J. Flaska ("Flaska") (Mortgagor and Flaska are hereinafter collectively referred to as the "Borrower") and Lender have entered into that certain Loan Agreement dated as of April 10, 2003 (the "Original Loan Agreement") as amended by the First Amendment to Loan Agreement dated as of January 23, 2004, the Second Amendment to Loan Agreement dated as of August 20, 2006, the Third Amendment to Loan Agreement dated as of March 6, 2008, the Fourth Amendment to Loan Agreement dated as of February 24, 2009, and the Fifth Amendment to Loan Agreement dated as of September 9, 2009, and the Sixth Amendment to Loan Agreement dated as of March 6, 2013 (collectively and as amended, "Loan Agreement"), pursuant to which Lender agreed to make a loan to Borrower (as amended from time to time, the "Loan") in the original principal amount of Eleven Million Four Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$11,462,500.00). The current amount outstanding on the Loan is \$9,113,274.00 ("Current Amount Outstanding").

The Loan is evidenced by that certain Sixth Amended and Restated Promissory Note dated as of even date herewith in the principal amount of \$9,443,274.00 (the "Note") made by Borrower and payable to the order of and delivered to Lender.

The Loan is secured by certain "Loan Documents" as referenced in the Note and the Loan Agreement; including, without limitation, that certain Mortgage, Security Agreement, Assignment of Lease and Rents and Fixture Filing dated April 10, 2003 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on April 24, 2003, as Document No. 0311411100 (as amended from time to time, the "Mortgage"), which Mortgage encumbers the Premises defined and described in the Mortgage and legally described on **Exhibit A** attached hereto and made a part hereof ("Original Premises").

The Note, the Mortgage, the Loan Agreement, and all other related collateral documents in connection therewith, including any subsequent modifications thereto, are collectively referred to herein as the "Loan Documents."

Pursuant to the terms of that certain Seventh Amendment to Loan Agreement and Loan Documents dated as of even date herewith by and among Borrower, 5950 W. 66th Street, LLC and Lender (the "Seventh Amendment"), the Lender has agreed to make an additional loan to Borrower in the amount of \$330,000, thereby increasing the Current Amount Outstanding to \$9,443,274.00, in order to finance the purchase of additional real estate and all improvements thereon legally

UNOFFICIAL COPY

described on **Exhibit B** attached hereto and made a part hereof (the "Additional Premises"). (the Original Premises and Additional Premises are hereinafter collectively referred to as the "Premises").

Mortgagor has requested Lender to enter into the Seventh Amendment and increase the Current Amount Outstanding so that Mortgagor may acquire the Additional Premises which is not presently encumbered by the Loan Documents, and Lender has agreed to enter into the Seventh Amendment and increase the Current Amount Outstanding provided that Borrower execute the Note and that the Loan Documents are amended to include and encumber such Additional Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Loan Documents, and of the loan funds being advanced from time to time by Lender to Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals/Conflict. The aforesaid recitals are hereby incorporated into this Spreader as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Spreader conflict with the terms and conditions of the Mortgage, the terms and conditions of this Spreader shall control. In all other respects, the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage.

2. Amendment to Mortgage. In order to further secure the indebtedness evidenced by the Note and secured by the Mortgage and the other Loan Documents, the Mortgage and the other Loan Documents are hereby modified and amended to include within the Premises as defined in the Mortgage all of that certain real property described in **Exhibit B** attached hereto as the Additional Premises. The Additional Premises shall be included within the definition of and as part of the Premises, and shall include all attributes and definitional components comprising the definition of Premises in the Mortgage. The Additional Premises shall be encumbered by the Loan Documents and shall be subject to all of the covenants, terms, and provisions thereof, Mortgagor hereby giving, bargaining, selling, warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto Lender all of the Mortgagor's estate, right, title and interest in, to and under the Additional Premises all to the same end and with the same force and effect as if included at the time the Mortgage was executed and delivered. As to the Additional Premises, Mortgagor makes all representations and warranties in the Loan Documents originally applicable to the Premises, and agrees that the Additional Premises shall be subject to all covenants and provisions of the Loan Documents as if originally subject thereto. Any reference to the "Premises", "Property" or other legal description describing the Original Premises in the Loan Documents shall be deemed a referenced to the Original Premises and the Additional Premises.

3. Mortgagor Affirmation. Mortgagor hereby affirms all of its obligations set forth in the Note, the Mortgage, and the other Loan Documents and agrees to perform each and every covenant, agreement and obligation therein and herein, and further agrees to be bound by each and all of the terms and provisions thereof. The Premises shall in all respects be subject to

UNOFFICIAL COPY

the lien, charge, and encumbrances of the Mortgage and nothing herein contained or done shall affect the lien, charge, or encumbrance of the Mortgage, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.

4. Mortgagor Warranty. Mortgagor hereby warrants to Lender that it has full power and authority to execute this Spreader, that there are no other liens or claims against the Premises other than the first lien of the Mortgage, that the Mortgage is binding upon the Mortgagor, its successors and assigns, that Lender has heretofore fully performed its obligations under the Note, the Mortgage and the other Loan Documents, and that Mortgagor has no claims or offsets against the Lender or against the indebtedness under the Note, the obligations under the Mortgage, or the obligations under any of the other Loan Documents. Mortgagor does hereby release and hold harmless Lender, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense, liability of any kind whether known or unknown, relating in any way to the making of the Loan evidenced by the Note and Mortgage or the administration thereof, or the communications and business dealings between Lender and Mortgagor through the date hereof. Mortgagor represents and warrants (i) that it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Note, the Mortgage or the other Loan Documents; and (ii) no oral agreement has been made by any of Lender's employees, agents, officers or directors to further modify the Note, the Mortgage, or the other Loan Documents.

5. Lien Priority. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage, and that all sums advanced in connection herewith shall have the same priority as the sums originally under the Mortgage. In the event this instrument, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then, to the extent such instrument creates a charge upon the Premises in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in the Premises between the time of the recording of the Mortgage and the recording hereof are prejudiced thereby, if any, this instrument shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Mortgagor to Lender shall have been paid.

6. Miscellaneous. This Spreader shall not be construed more strictly against Mortgagee than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Spreader, and Mortgagor and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Spreader. Each of the parties to this Spreader represents that it has been advised by its respective counsel of the legal and practical effect of this Spreader, and recognizes that it is executing and delivering this Spreader, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of

UNOFFICIAL COPY

duress upon it. The signatories hereto state that they have read and understand this Spreader, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it. This Spreader shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. All references in the Mortgage to the Loan and the other Loan Documents shall be deemed to refer to the Loan and the other Loan Documents as amended by this Spreader.

7. Effect. As modified hereby, the Mortgage shall continue in full force and effect as collateral security for the performance and payment of the Loan.

(signature page to follow)

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Mortgagee have each caused this Spreader to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

6499 WEST 65TH STREET, L.L.C., an Illinois limited liability company.

By: [Signature]
Name: MARION F. WALKER
Title: Member

MORTGAGEE:

AMERICAN CHARTERED BANK

BY: [Signature]
Name: Michael E. Martins
Its: Group Senior Vice President

{05665: 195: 01132669.DOC :5 }

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

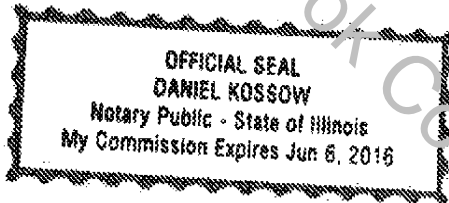
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that MARTIN FLAHERTY, the Member of 6499 WEST 65TH STREET, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said company and as his/her free and voluntary act and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of June, 2013

[Signature]
Notary Public

My Commission Expires: 6/30/16

{05665; 195; 01132669.DOC; 5 }



Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 Michael Martino, the Group S.V.P. of AMERICAN CHARTERED BANK, 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, sealed and delivered the said instrument, on behalf of said Lender and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of June, 2013.

Joan A Fandi
Notary Public

My Commission Expires: 06-05-14

{05665: 195: 01132669.DOC :5 }



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Original Premises

PARCEL 1 :

BLOCK 21 (EXCEPT WEST 420 FEET THEREOF) ALL IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO

PARCEL 2:

(A) THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 780 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, WHICH IS 50 FEET SOUTH OF THE NORTH LINE THEREOF, THENCE SOUTH ALONG SAID LINE 448 FEET, THENCE NORTHEASTERLY 59.58 FEET TO A POINT ON A LINE 825 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, AFORESAID, WHICH IS 458.55 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG SAID LINE 408.55 FEET, THENCE WEST 45 FEET TO THE PLACE OF BEGINNING. ALSO

(B) THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 825 FEET EAST OF THE WEST LINE AND 50 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID QUARTER QUARTER SECTION, THENCE SOUTH 408.55 FEET PARALLEL TO THE WEST LINE THEREOF, THENCE SOUTH 49 DEGREES 03 MINUTES 08 SECONDS WEST, 59.58 FEET, THENCE SOUTH 58 DEGREES 29 MINUTES 56 SECONDS WEST, 13.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800 FEET OF THE AFORESAID SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, WHICH IS 734.28 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH 89 DEGREES 35 MINUTES 45 SECONDS EAST, 23 FEET ALONG THE NORTH LINE OF THE SOUTH 800 FEET OF SAID QUARTER QUARTER SECTION TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, SAID CURVED LINE HAVING A RADIUS OF 278.94 FEET AND BEING TANGENT TO A LINE 946 FEET EAST OF THE WEST LINE AT A POINT 260.74 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG SAID CURVED LINE 21 1.65 FEET, THENCE NORTH 11 DEGREES 30 MINUTES EAST, 73.54 FEET, THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST, 6 FEET, THENCE NORTH 11 DEGREES 30 MINUTES EAST, 23 FEET, THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST, 801.100 FEET, THENCE NORTH 245.70 FEET ON A LINE 940.18 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE

UNOFFICIAL COPY

NORTHEAST 114 OF SAID SECTION 19, TO A POINT 50 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTH 89 DEGREES 28 MINUTES 58 SECONDS WEST, 115.18 FEET TO THE PLACE OF BEGINNING; EXCEPTING FROM PARCEL 2(B) THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT: (BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 780 FEET OF THE SOUTH EAST 114 OF THE NORTH EAST 114 OF SAID SECTION 19, WHICH IS 498 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE SOUTHWESTERLY 77.75 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 800 FEET OF SAID QUARTER QUARTER SECTION WITH A DIAGONAL LINE 16 FEET NORTH WEST AND PARALLEL WITH A LINE RUNNING FROM THE SOUTH WEST CORNER OF SAID QUARTER QUARTER SECTION TO A POINT ON THE NORTH LINE THEREOF WHICH IS 125 FEET WEST OF THE NORTH EAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 51.62 FEET THENCE NORTHEASTERLY 126.05 FEET TO THE PLACE OF BEGINNING)

(C) THE NORTH 134 FEET OF THE SOUTH 484 FEET OF THE WEST 92.5 FEET OF THE EAST 684 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE WEST 60 FEET OF THE EAST 744 FEET OF THE NORTH 6 FEET OF THE SOUTH 484 FEET OF SAID SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, LYING NORTH OF A DIAGONAL LINE JOINING THE NORTHWEST AND SOUTHEAST CORNER THEREOF; ALSO THAT PART OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 800 FEET WITH THE WEST LINE OF THE EAST 591.50 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SAID SECTION 19, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, 300 FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 136.54 FEET, THENCE WESTERLY 40.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 501 FEET OF SAID QUARTER QUARTER SECTION WHICH IS 768.04 FEET WEST OF THE EAST LINE THEREOF, SAID POINT BEING ALSO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHWEST, THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, WITH A RADIUS OF 296.69 FEET, A DISTANCE OF 147.01 FEET TO AN INTERSECTION WITH THE DIAGONAL LINE RUNNING FROM THE SOUTHWEST CORNER OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19 AFORESAID, TO A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 125 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE NORTHEASTERLY ALONG SAID DIAGONAL LINE 238.19 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 585 FEET OF THE AFORESAID QUARTER QUARTER SECTION, THENCE NORTH ALONG THE LAST DESCRIBED LINE 23.67 FEET TO A LINE 16 FEET NORTHWESTERLY AND PARALLEL WITH DESCRIBED DIAGONAL LINE, THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 129.48 FEET, THENCE NORTHEASTERLY 72.45 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800 FEET OF THE SOUTHEAST 114 OF THE

UNOFFICIAL COPY

NORTHEAST 114 OF SECTION 19 AFORESAID, WHICH IS 598.89 FEET WEST OF EAST LINE THEREOF, THENCE EAST 7.39 FEET TO THE PLACE OF BEGINNING; EXCEPTING FROM PARCEL 2 (C) THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT: (BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 780 FEET OF THE SOUTH EAST 114 OF THE NORTH EAST 114 OF SAID SECTION 19, WHICH IS 498 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE SOUTHWESTERLY 77.75 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 800 FEET OF SAID QUARTER QUARTER SECTION WITH A DIAGONAL LINE 16 FEET NORTH WEST AND PARALLEL WITH A LINE RUNNING FROM THE SOUTH WEST CORNER OF SAID QUARTER QUARTER SECTION TO A POINT ON THE NORTH LINE THEREOF WHICH IS 125 FEET WEST OF THE NORTH EAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 5 1.62 FEET THENCE NORTHEASTERLY 126.05 FEET TO THE PLACE OF BEGINNING) ALSO

(D) THE EAST 195 FEET OF THE WEST 780 FEET (EXCEPT THE NORTH 50 FEET THEREOF) OF THAT PART OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 585 FEET OF AFORESAID SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19 WITH A DIAGONAL LINE 16 FEET NORTHWEST AND PARALLEL WITH A LINE RUNNING FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION TO A POINT ON THE NORTH LINE THEREOF WHICH IS 125 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID DIAGONAL LINE 181.10 FEET TO AN INTERSECTION WITH A LINE 800 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY 77.75 FEET TO A POINT ON THE EAST LINE OF THE WEST 780 FEET OF THE AFORESAID SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, WHICH IS 498 FEET SOUTH OF THE NORTH LINE THEREOF; ALSO A PARCEL OF LAND IN THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 780 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SAID SECTION 19, WHICH IS 498 FEET SOUTH OF THE NORTH LINE THEREOF, THENCE SOUTHWESTERLY 77.75 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 800 FEET OF SAID QUARTER QUARTER SECTION WITH A DIAGONAL LINE 16 FEET NORTHWEST AND PARALLEL WITH A LINE RUNNING FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION TO A POINT ON THE NORTH LINE THEREOF WHICH IS 125 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 5 1.62 FEET THENCE NORTHEASTERLY 126.05 FEET TO THE PLACE OF BEGINNING;

(E) THE NORTH 149 FEET (EXCEPT THE EAST 714 FEET THEREOF) OF THE SOUTH 484 FEET OF THAT PART OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

UNOFFICIAL COPY

MERIDIAN, LYING EAST OF A DIAGONAL LINE ACROSS SAID QUARTER QUARTER SECTION RUNNING FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TO A POINT ON THE LINE THEREOF WHICH IS 125 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION, TOGETHER WITH A PARCEL OF LAND SOUTH OF AND ADJOINING SAID TRACT EAST OF DIAGONAL LINE HERETOFORE DESCRIBED AND NORTHWESTERLY OF A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 296.94 FEET, SAID CURVE BEING TANGENT TO THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT AT A POINT 108.58 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE SOUTHWESTERLY TO AN INTERSECTION WITH THE DIAGONAL LINE HERETOFORE DESCRIBED AT A POINT 47.70 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF THE FIRST DESCRIBED TRACT, (EXCEPTING HOWEVER, A PARCEL OF LAND IN THE NORTHWEST CORNER OF THE FIRST DESCRIBED TRACT LYING NORTHWESTERLY OF A CURVED LINE CURVE CONVEX TO THE NORTHWEST RADIUS 279.68 FEET SAID CURVE BEING TANGENT TO THE NORTH AND ALSO TO THE NORTHWESTERLY LINE OF THE FIRST DESCRIBED TRACT AND EXCEPT A TRIANGULAR PARCEL IN THE NORTHEAST CORNER OF THE FIRST DESCRIBED TRACT LYING NORTHEASTERLY OF A LINE DRAWN FROM A POINT 3 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 30 FEET WEST OF THE NORTHEAST CORNER OF SAID FIRST DESCRIBED); ALSO THE NORTH 134 FEET OF THE SOUTH 484 FEET OF THE WEST 197.50 FEET OF THE EAST 581.50 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE TRACT DESCRIBED LYING NORTHEASTERLY OF A LINE RUNNING FROM A POINT 6 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 60 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT): ALSO

(F) THAT PART OF THE NORTH 265 FEET OF THE SOUTH 335 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15 FEET SOUTH OF THE NORTH LINE AND 25 FEET WEST OF THE EAST LINE OF SAID TRACT, THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 689 FEET, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT 15 FEET TO THE NORTH LINE THEREOF, THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 205.65 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHWEST, THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 296.94 FEET, A DISTANCE OF 146.43 FEET TO AN INTERSECTION WITH A DIAGONAL LINE RUNNING ACROSS THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, AFORESAID, FROM THE SOUTHWEST CORNER THEREOF TO A POINT IN THE NORTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 125 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID DIAGONAL LINE 309.55 FEET TO THE SOUTH LINE OF THE TRACT ABOVE DESCRIBED, THENCE EAST ALONG THE SAID SOUTH LINE 1204.89 FEET TO A POINT 65 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED

UNOFFICIAL COPY

TRACT, THENCE NORTHEASTERLY ALONG A LINE RUNNING TO A POINT IN THE EAST LINE OF SAID TRACT WHICH IS 48 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, A DISTANCE OF 49.54 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 25 FEET OF THE AFORESAID NORTH 265 FEET OF THE SOUTH 335 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SAID SECTION 19, THENCE NORTH ALONG SAID LINE 220.46 FEET TO THE PLACE OF BEGINNING; ALSO THE WEST 330 FEET OF EAST 714 FEET OF THE NORTH 30 FEET OF SOUTH 350 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

(G) THAT PART OF THE WEST 30 FEET OF THE EAST 714 FEET OF THE NORTH 134 FEET OF THE SOUTH 484 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT WHICH IS 684 FEET WEST OF THE EAST LINE AND 478 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO A POINT WHICH IS 744 FEET WEST OF THE EAST LINE AND 484 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; ALSO THE WEST 10 FEET OF THE EAST 591.50 FEET OF THE NORTH 134 FEET OF THE SOUTH 484 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE WEST 10 FEET OF THE EAST 591.50 FEET OF THE NORTH 227 FEET OF THE SOUTH 727 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

(H) A PARCEL OF LAND IN THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT BEARING SOUTH 11 DEGREES 30 MINUTES WEST, 23 FEET FROM A POINT ON THE EAST LINE OF THE WEST 939.38 FEET OF SAID QUARTER QUARTER SECTION WHICH BEARS SOUTH 295.70 FEET FROM THE NORTH LINE THEREOF, THENCE CONTINUING SOUTH 11 DEGREES 30 MINUTES WEST, 50.33 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST SAID CURVED LINE HAVING A RADIUS OF 278.94 FEET AND BEING TANGENT TO A LINE 946 FEET EAST OF THE WEST LINE AT A POINT 260.74 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19 AFORESAID, THENCE SOUTHWESTERLY ALONG SAID CURVED LINE 25.07 FEET, THENCE NORTH 11 DEGREES 30 MINUTES EAST, 73.54 FEET, THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST, 6 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3 :

THE EAST 60 FEET OF THE WEST 420 FEET OF BLOCK 21 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLAND IN THE NORTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 4:

THE NORTH 300 FEET OF THE SOUTH 800 FEET OF THE WEST 566.50 FEET OF THE EAST 591.50 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE WEST 10 FEET OF THE SOUTH 227 FEET OF THE PREMISES DESCRIBED AND ALSO EXCEPTING THEREFROM THAT PART OF THE WEST 65.85 FEET THEREOF LYING NORTH OF A CURVED LINE CONVEX TO THE NORTHWEST, SAID CURVED LINE BEING TANGENT TO THE NORTH LINE OF THE SOUTH 800 FEET, OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SECTION 19 AFORESAID, AT A POINT 480.01 FEET WEST OF THE EAST LINE THEREOF;

THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 279.69 FEET A DISTANCE OF 45.84 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 65.85 FEET OF THE PREMISES DESCRIBED, WHICH POINT IS 3.75 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVED LINE A DISTANCE OF 68.65 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 591.50 FEET OF THE SOUTH EAST 114 OF THE NORTHEAST 114 OF SAID SECTION 19, WHICH POINT OF INTERSECTION IS 23.12 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 800 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE AFORESAID FOUR (4) PARCELS, THE FOLLOWING TWO (2) PARCELS:

EXCEPTION PARCEL 1

THAT PART OF THE NORTH 300 FEET OF THE SOUTH 800 FEET OF THE WEST 566.50 FEET OF THE EAST 591.50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 300 FEET OF THE SOUTH 800 FEET OF THE WEST 566.50 FEET OF THE EAST 591.50 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTH 800 FEET OF SAID QUARTER QUARTER SECTION 501.34 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 07 SECONDS EAST ALONG AN EXISTING BUILDING FACE AND ITS NORTHERLY EXTENSION 133.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 86.84 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 5.87 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 97.5 1 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 12.55 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 108.00 FEET ; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 34.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 108.09 FEET; THENCE SOUTH 25 DEGREES 44 MINUTES 30 SECONDS WEST 17.76 FEET TO AN EXISTING BUILDING FACE;

UNOFFICIAL COPY

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EXISTING BUILDING FACE 92.10 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SECONDS WEST 53.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 15.56 FEET TO THE EAST LINE OF THE WEST 566.50 FEET OF THE EAST 591.50 FEET OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 154.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL 2

THAT PART OF THE NORTH 164 FEET OF THE SOUTH 484 FEET OF THE WEST 197.50 FEET OF THE EAST 581.50 FEET OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 164 FEET OF THE SOUTH 484 FEET OF SAID QUARTER QUARTER SECTION WITH THE EAST LINE OF THE WEST 197.50 FEET OF THE EAST 581.50 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH 164 FEET OF THE SOUTH 484 FEET 143.93 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 07 SECONDS EAST ALONG THE SOUTHERLY EXTENSION OF AN EXISTING BUILDING FACE TO THE NORTH 164.00 FEET TO THE NORTH LINE OF SAID NORTH 164 FEET OF THE SOUTH 484 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 82.47 FEET TO A POINT 60 FEET WEST OF THE NORTHEAST CORNER OF THE NORTH 164 FEET OF THE SOUTH 484 FEET OF THE WEST 197.50 FEET OF THE EAST 581.50 OF SAID QUARTER QUARTER SECTION;

THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 6.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 60.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 197.50 FEET OF THE EAST 581.50 FEET OF SAID QUARTER QUARTER SECTION, SAID POINT BEING 6 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 158.00 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 30 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN NOS.:

19- 19-2 14-008-0000
 19- 19-2 14-009-0000
 19- 19-2 14-0 10-0000
 19- 19-2 14-0 1 1-0000
 19- 19-2 14-0 12-0000
 19- 19-2 1 7-044-0000
 19- 19-2 17-046-0000

UNOFFICIAL COPY

19- 19-2 17-065-0000
19-1 9-2 17-07 1-0000
19- 19-2 17-075-0000
19- 19-2 17-077-0000

Address: 6499 W. 65th St., Chicago, IL

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

Additional Premises

PARCEL 5:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID QUARTER QUARTER SECTION WHICH IS 940.18 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH 245.70 FEET ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 28 MINUTES 58 SECONDS WEST 0.80 FEET; THENCE SOUTH 11 DEGREES 30 MINUTES WEST 73.33 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, SAID CURVED LINE HAVING A RADIUS OF 278.94 FEET AND BEING TANGENT TO A LINE 946 FEET EAST OF THE WEST LINE AT A POINT 260.74 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE 236.72 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 800 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, AT A POINT 757.28 FEET EAST OF THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89 DEGREES 35 MINUTES 45 SECONDS EAST 350.90 FEET ALONG THE NORTH LINE OF SAID SOUTH 800 FEET OF THE AFORESAID QUARTER QUARTER SECTION, TO A LINE 25 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 2 MINUTES 20 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 475.30 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 28 MINUTES 58 SECONDS WEST, 367.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 9 AND 10 IN BLOCK 20 IN FREDERICK H. BARTLETTS CHICAGO HIGHLANDS IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS:

19-19-217-068-0000
19-19-215-017-0000
19-19-215-018-0000