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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Doc#:** 1336119029 **Fee:** \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/27/2013 09:42 AM Pg: 1 of 10

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 18-28-103-001-0000

**Address:**

**Street:** 9750 West 75th Street

**Street line 2:**

**City:** Hodgkins

**State:** IL

**ZIP Code:** 60525

**Lender:** Small Business Growth Corporation

**Borrower:** RGC 12131 LLC

**Loan / Mortgage Amount:** \$735,000.00

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.

**Certificate number:** C909CD68-F8C3-46D3-ABCE-981996965FAA

**Execution date:** 12/20/2013

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PREPARED BY:  
 PATTERSON, ROLLINS & KURTZ, LLC  
 R. Bruce Patterson  
 2401 West White Oaks Dr.  
 Springfield, IL 62704

WHEN RECORDED MAIL TO:  
 PATTERSON, ROLLINS & KURTZ, LLC  
 R. Bruce Patterson  
 2401 West White Oaks Dr.  
 Springfield, IL 62704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE**

This mortgage made and entered into this 20 day of DECEMBER, 2013 by and between RGC 12131 LLC, an Illinois limited liability company (hereinafter referred to as "Mortgagor"), and Small Business Growth Corporation (hereinafter referred to as "Mortgagee"), who maintains an office and place of business at 2401 West White Oaks Drive, Springfield, Illinois 62704.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois, free from all rights and benefits under and by virtue of the homestead exemption laws. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption law of this state.

SEE ATTACHED EXHIBIT "A"

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevator, (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except existing obligations to First National Bank of LaGrange and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated DEC 20, 2013 in the principal sum of \$735,000.00, with interest determined by the sale of bonds as specified in the Servicing Agent Agreement executed by the Mortgagor, signed by RGC 12131 LLC, which has a maturity date of twenty years from the date of funding, and any renewals or extensions thereof, the terms of which are hereby made a part of this mortgage. Said promissory note was given to secure a loan in which the Small Business Administration, an agency of

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the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.

c. He will pay such reasonable expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney's fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such reasonable amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give prompt notice in writing to mortgagee. If the mortgagor is in default at the time of a loss covered by the insurance, the insurance proceeds be applied at mortgagee's option either to the reduction of the indebtedness hereby secured or the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will use commercially reasonable efforts, permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof. In the event of failure of the mortgagor to keep the building on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may after reasonable notice to mortgagor and an opportunity for the mortgagor to cure, make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will use his best efforts to not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee. Further, he will use his best efforts to keep and maintain the same free from the claims of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be

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erected on said premises or shall provide title insurance coverage to protect the mortgagee from loss because of such claims.

i. He will not rent, except at market rates, or assign any part of the rent of said mortgaged property without the written consent of the mortgagee which shall not be unreasonably withheld; nor will he demolish, or remove, or substantially alter any building without the written consent of the mortgagee except in connection with a bonafide rental opportunity.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time provided that reasonable notice of such inspection has been sent to mortgagor.

2. Default in any of the covenants or conditions of this instrument or of the Note or Loan Agreement secured hereby shall terminate the mortgagor's right to possession, use and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due and payable. Notice of such default will be sent to mortgagor if practicable at the address last known to mortgagee.

4. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

In the event of a default and regardless of whether notice was actually received by the mortgagor, at the option of the mortgagee or assigns, regardless of maturity, and whether before or after entry, mortgagee or its assigns may, in accordance with applicable law, sell said property, without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

- (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said

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four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

5. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

6. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

7. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

8. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

10. A judicial decree, order, or judgement holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

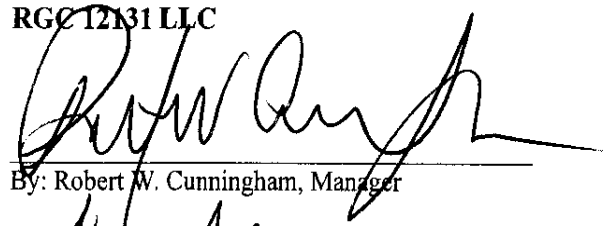
11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 9750 W. 75th Street, Hodgkins, Illinois 60525 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at its place of business stated above.

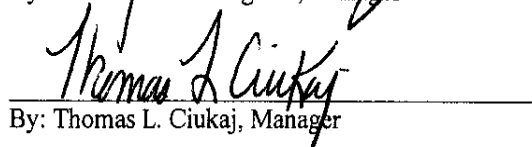
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12. Mortgagor on behalf of himself/herself and each and every person claiming by, through or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

RGC 12131 LLC

  
By: Robert W. Cunningham, Manager

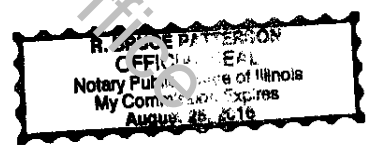
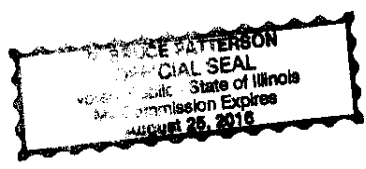
  
By: Thomas L. Ciukaj, Manager

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Jackson )

I, R. Bruce Patterson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Robert W. Cunningham and Thomas L. Ciukaj as the managers of RGC 12131 LLC, an Illinois Limited Liability Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and as such managers of RGC 12131 LLC they appeared before me this day in person, and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act of said RGC 12131 LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of December, 2013.

  
NOTARY PUBLIC



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## EXHIBIT "A"

### PARCEL 1:

A PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS, BEING ALL OF CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 3, 1952 FROM CHARLES AND AGNES FRENZEL TO THE ATCHINSON, TOPEKA AND SANTA FE RAILWAY COMPANY, FILED FOR RECORD JUNE 10, 1952 AS DOCUMENT 15361407 IN BOOK 48015 PAGE 383 OF THE RECORDS OF SAID COUNTY LYING IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1327.36 FEET (DEEDED AS NORTH 80 RODS); THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 33.00 FEET (DEEDED AS EAST 2 RODS); THENCE SOUTH 00 DEGREES 12 MINUTES 34 SECONDS WEST, 1327.40 FEET (DEEDED AS SOUTH 80 RODS); THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 33.00 FEET (DEEDED AS WEST 2 RODS) TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1332.03 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST, 663.30 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 132.49 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 75 DEGREES 56 MINUTES 09 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 34.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 01 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, 123.09 FEET TO SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 01 DEGREES 50 MINUTES 09 SECONDS EAST, 663.31 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 41 MINUTES 42 SECONDS, EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST ALONG A LINE 33.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 663.70 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 518.02 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF A JOINT FEE STRIP CONVEYED TO CHICAGO AND ILLINOIS WESTERN RAILROAD AND THE

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COMMONWEALTH EDISON COMPANY RECORDED AS DOCUMENT 13840023 AND AS DOCUMENT 13840024; THENCE SOUTH 37 DEGREES 31 MINUTES 10 SECONDS WEST, ALONG SAID JOINT FEE STRIP, 833.77 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 28; THENCE NORTH 89 DEGREES 41 MINUTES 42 SECONDS WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 28, A DISTANCE OF 12.65 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1365.03 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO A POINT ON THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, SAID LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF AUGUST STARK ROADWAY, 663.31 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 05 MINUTES 13 SECONDS EAST, 197.28 FEET TO THE EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 55 DEGREES 25 MINUTES 40 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED 61.35 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 127.85 FEET; THENCE SOUTH 05 DEGREES 46 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 155.20 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF A JOINT FEE STRIP CONVEYED TO CHICAGO AND ILLINOIS WESTERN RAILROAD, AND THE COMMONWEALTH EDISON COMPANY RECORDED AS DOCUMENT 13840023 AND AS DOCUMENT 13840024, RECORDED JULY 10, 1946; THENCE SOUTH 35 DEGREES 22 MINUTES 39 SECONDS WEST, 452.95 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS WEST 12.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY FROM THE CENTER LINE OF FIFTH AVENUE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID NORTHWEST 1/4, SAID POINT BEING 297 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTHEASTERLY ALONG A LINE THAT INTERSECTS THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 AT A POINT 104 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, FOR A DISTANCE OF 815.15 FEET, MORE OR LESS, TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED FROM NEHR TO FREDERICKS RECORDED NOVEMBER 21, 1921 AS DOCUMENT 7347701 IN BOOK 1721 ON PAGE 366, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CONVEYED PROPERTY 564.83 FEET; THENCE SOUTHWESTERLY 1176.95 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY NEHR TO CHICAGO TITLE AND TRUST COMPANY BY DOCUMENT 10574091, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28; THENCE WESTERLY A DISTANCE OF 4.69 FEET ON THE AFORESAID LINE FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY 540.25 FEET ON A LINE THAT INTERSECTS THE SOUTHEASTERLY LINE OF AUGUSTA ROBB PROPERTY 280 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER CONVEYED BY DOCUMENT 12550995; THENCE SOUTHWESTERLY ALONG AFORESAID LINE 249.18 FEET (AS MEASURED) TO A POINT ON A LINE 33 FEET EASTERLY (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A



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DISTANCE OF 301.79 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 513.35 FEET TO THE PLACE OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON RAIL ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, 1365.03 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO A POINT ON THE EAST RIGHT OF WAY OF AUGUST STARK ROADWAY, SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SAID AUGUST STARK ROADWAY, 663.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 50 MINUTES 09 SECONDS WEST, 123.09 FEET TO A POINT ON THE NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED; THENCE SOUTH 75 DEGREES 56 MINUTES 09 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 52.08 FEET; THENCE SOUTH 55 DEGREES 25 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE TRI-STATE TOLLWAY (I-294) AS MONUMENTED AND OCCUPIED, 182.89 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 58 DEGREES 05 MINUTES 13 SECONDS WEST, 197.28 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF PARCEL 8; THE 150-FOOT WIDE JOINT RIGHT OF WAY OF COMMONWEALTH EDISON COMPANY AND CHICAGO AND ILLINOIS WESTERN RAILROAD IN SECTIONS 28 AND 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED IN DEED RECORDED AS DOCUMENT 13840025 AND DEED RECORDED AS DOCUMENT 13840026, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 8 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 8, A DISTANCE OF 288.95 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF 75TH STREET AS MONUMENTED AND OCCUPIED; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 7.01 FEET TO THE POINT OF BEGINNING OF PARCEL A; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 32.04 FEET TO A POINT; THENCE NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 316.54 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, SAID POINT BEING 1238.27 FEET WEST OF THE CENTER OF SAID SECTION 28; THENCE CONTINUING NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 807.43 FEET TO A POINT; THENCE NORTH 53 DEGREES, 05 MINUTES, 36 SECONDS WEST, A DISTANCE OF 37.00 FEET TO A POINT; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 829.73 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 293.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THAT PART OF PARCEL 8; THE 150-FOOT WIDE JOINT RIGHT OF WAY OF COMMONWEALTH EDISON COMPANY AND CHICAGO AND ILLINOIS WESTERN RAILROAD IN SECTIONS 28 AND 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED IN DEED RECORDED AS DOCUMENT 13840025 AND DEED RECORDED AS DOCUMENT 13840026, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 8 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 8, A DISTANCE OF 288.95 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF 75TH STREET, AS MONUMENTED AND OCCUPIED; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 64.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 40.55 FEET TO A POINT; THENCE NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 362.87 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, SAID POINT BEING 1156.02 FEET WEST OF THE CENTER OF SAID SECTION 28; THENCE CONTINUING NORTH 36 DEGREES, 54 MINUTES, 24 SECONDS EAST, A DISTANCE OF 755.68 FEET TO A POINT; THENCE NORTH 53 DEGREES, 05 MINUTES, 36 SECONDS WEST, A DISTANCE OF 40.50 FEET TO A POINT; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 786.44 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 36 DEGREES, 54 MINUTES, 24 SECONDS WEST, A DISTANCE OF 334.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9750 W. 75TH STREET, HODGKINS, ILLINOIS 60525

PIN: 18-28-103-001-0000, 18-28-103-020-0000, 18-28-103-034-0000, 18-28-502-021-0000,  
18-28-502-022-0000, 18-28-502-023-0000, 18-28-502-024-0000, 18-28-502-025-0000  
AND 18-28-502-026-0000.

Cook County Clerk's Office