

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

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

The property identified as: PIN: 14-30-403-184-0000

Address:

Street: 2644 N HERMITAGE AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60614

Lender: FIFTH THIRD BANK (WESTERN MICHIGAN)

Borrower: ERIC M. MILLER AND SIRI L. PETERSON, HUSBAND AND WIFE

Loan / Mortgage Amount: \$107,250.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

Certificate number: FFB0FA7D-2739-4523-B80F-9403B496E7F4

Execution date: 03/03/2014

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COOK County
Document was prepared by (and should be returned to):

FIFTH THIRD BANK (WESTERN MICHIGAN)
ATTN: EQUITY LENDING DEPARTMENT
1850 EAST PARIS GRAND RAPIDS, MI 49546

RETURN TO:
RAE BODONYI/AEG
33709 LEAR INDUSTRIAL PKWY
AVON, OHIO 44011

(Space Above This Line for Recording Data)

XXXXXXXX1247

1363534-03

OPEN-END MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on March 3, 2014

The mortgagor is
ERIC M. MILLER AND SIRI L. PETERSON, HUSBAND AND WIFE

Whose address is: 2644 N HERMITAGE AV , CHICAGO, IL, 60614-0000 .

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (WESTERN MICHIGAN)
which is organized and existing under the laws of OHIO and whose address is
1850 EAST PARIS GRAND RAPIDS, MI 49546

("Lender").

Borrower owes Lender the principal sum of One Hundred Seven Thousand Two Hundred Fifty AND 00/100

Dollars (U.S. 107,250.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 03/25/44 .

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals
thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the
security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the
Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or
indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and
(c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein
"Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following
described property located in the County of COOK , State of ILLINOIS , to wit (herein,
the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 2644 N HERMITAGE AVE CHICAGO, IL 60614-0000
("Property Address");

22694883

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TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

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(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability. This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

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The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property.

20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

ALL SIGNATURES MUST BE IN BLACK INK.

 (Seal)

ERIC M. MILLER

 (Seal)

SIRI L. PETERSON

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Property of Cook County Clerk's Office

STATE OF Illinois, Cook COUNTY

On this 3rd DAY OF March, 2014, before me, a Notary Public in and for said County and State, personally appeared

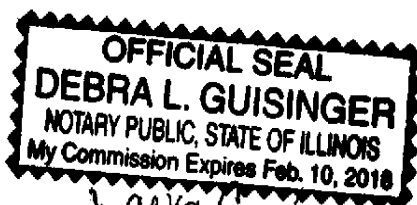
ERIC M. MILLER AND SIRI L. PETERSON, HUSBAND AND WIFE

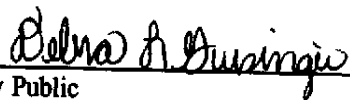
the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

(Seal)




Notary Public

Debra L. Guisinger
Typed, Printed or Stamped Name

This instrument was prepared by: Wanda Can
FIFTH THIRD BANK (WESTERN MICHIGAN)
1850 EAST PARIS GRAND RAPIDS, MI 49546

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EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

PARCEL 1:

LOT 32 IN THE HARTLAND PARK SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED DECEMBER 20, 2004 AS DOCUMENT NUMBER 0435534098, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED OCTOBER 26, 2005 AS DOCUMENT NUMBER 0529903128 FOR SUPPORT, PARTY WALLS, UTILITIES, ACCESS AND PUBLIC SERVICES, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

PARCEL 3 :

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED AS DOCUMENT NUMBER 0529903128, FOR ACCESS TO AND USE OF TH-STAIR-5.

PARCEL 4 :

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK MASTER HOMEOWNERS ASSOCIATION, RECORDED OCTOBER 11, 2005 AS DOCUMENT

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NUMBER 0528418110, AND RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON OCTOBER 12, 2005, AS DOCUMENT NUMBER 0528527027, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FROM SAID PARCEL AS CREATED BY DEED FROM NORTHWESTERN TERRA COTTA COMPANY TO THE RIZZO BROTHERS WAREHOUSE CORPORATION, DATED OCTOBER 8, 1953 AND RECORDED OCTOBER 22, 1953 AS DOCUMENT 15751224 AND AMENDED BY AGREEMENT RECORDED AS DOCUMENT NUMBER 90188589 AND RERECORDED AS DOCUMENT NUMBER 90235681 OVER THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID AND THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE SOUTHERLY LINE OF THE PRESENT EXISTING DRIVEWAY WHICH POINT IS 119.33 FEET MORE OR LESS NORTH OF THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID EXISTING DRIVEWAY, WHICH SOUTHERLY LINE IS A SOUTHERLY LINE OF PROPERTY DESCRIBED AS PARCEL 2, IN A DEED DATED JANUARY 30, 1946 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13708497 AND CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE EXTENDED A DISTANCE OF 90.83 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE OF PROPERTY DESCRIBED AS PARCEL 3 IN SAID DEED, THENCE NORTHERLY ALONG SAID EAST LINE OF SAID PARCEL 3 A DISTANCE OF 10.56 FEET TO ITS INTERSECTION WITH A WESTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF A BRICK BUILDING; THENCE EASTERLY ALONG SAID LINE OF THE SOUTH FACE OF A BRICK BUILDING ALONG SAID WESTWARD EXTENSION THEREOF AND ALONG AN EASTWARD EXTENSION THEREOF A DISTANCE OF 90.73 FEET MORE OR LESS TO ITS

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INTERSECTION WITH SAID EAST LINE OF THE WEST 14 FEET OF VACATED NORTH HERMITAGE AVENUE AND THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 14 FEET, A DISTANCE OF 10.69 FEET TO THE POINT OF BEGINNING EXCEPTING FROM THE ABOVE DESCRIBED LAND ANY PART OR PARTS THEREOF, IF ANY, WHICH ARE NOW OCCUPIED BY BUILDINGS OR STRUCTURES SITUATED, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT OR BLOCK 3, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3, ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF WEST 26 FEET, A DISTANCE OF 80 FEET; THENCE NORTHEASTWARDLY A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTWARDLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET A DISTANCE OF 260.15 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET AFORESAID, WITH A WESTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL, MEASURING 12 1/2 INCHES IN THICKNESS, OF A ONE STORY BRICK BUILDING SITUATED UPON LOT OR BLOCK 2 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION; THENCE WEST ALONG SAID WESTWARD EXTENSION OF THE

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CENTER LINE OF SAID BRICK WALL A DISTANCE OF 41.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WHICH IS 509.85 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 74.88 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 0.32 FEET TO A POINT WHICH IS 15 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 21.29 FEET TO A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 3 WHICH IS 420 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID EAST LINE OF LOT OR BLOCK 3, A DISTANCE OF 290 FEET TO THE SOUTH FACE OF A BRICK BUILDING WHICH IS 130 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE EAST ALONG AN EASTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 14 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 130.02 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

EXCEPTING THEREFROM THAT PART VACATED BY CONSTRUCTION AND EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372 AND DESCRIBED AS FOLLOWS:

TRIANGLE EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY, A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTERLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 26.0 FEET A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

STRIP EASEMENT VACATION:

THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 510.19 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.15 FEET TO THE NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EASEMENT PARCEL 7:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS, RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WITH A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION, SAID POINT OF INTERSECTION BEING 868.96 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 15.32 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 30 FEET, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3, A DISTANCE OF 30 FEET, AND THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET TO THE POINT OF BEGINNING AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

EASEMENT PARCEL 8:

EASEMENT FOR OPERATION, MAINTENANCE, REPAIR, INSPECTION AND REPLACEMENT OF EXISTING TELEPHONE, ELECTRIC, GAS WATER SEWER AND SPRINKLER SYSTEM LINES AND INSTALLATIONS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF TRACT IV AS DESCRIBED IN GRANT OF EASEMENTS

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HEREINAFTER NOTED FALLING WITHIN THE WEST 36 FEET OF VACATED HERMITAGE AVENUE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

EASEMENT PARCEL 9 :

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 247 FEET WITH THE WEST LINE OF THE EAST 140 FEET OF SAID LOT OR BLOCK 2, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 140 FEET AFORESAID A DISTANCE OF 357.54 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH AN EASTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL, MEASURING 12 1/2 INCHES IN THICKNESS, OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG THE CENTER LINE OF SAID WALL, AND ALONG A WESTWARD EXTENSION OF SAID CENTER LINE, A DISTANCE OF 191.12 FEET TO A POINT ON

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THE EAST LINE OF LOT
OR BLOCK 3 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S
RESUBDIVISION, WHICH POINT
IS 509.98 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID
LOT OR BLOCK 3; THENCE NORTH ALONG THE EAST LINE OF SAID
LOT OR BLOCK 3; BEING ALSO THE WEST LINE OF SAID VACATED
NORTH HERMITAGE AVENUE, A DISTANCE OF 358.97 FEET TO THE
POINT OF INTERSECTION OF SAID EAST LINE WITH A WESTWARD
EXTENSION OF SAID SOUTH LINE OF THE NORTH 247 FEET OF
SAID LOT OR BLOCK 2, AND THENCE EAST ALONG SAID
WESTWARD EXTENSION AND ALONG SAID SOUTH LINE OF THE
NORTH 247 FEET OF LOT OR BLOCK 2, A DISTANCE OF 191.04 FEET
TO THE POINT OF BEGINNING AS SET FORTH IN THE GRANT OF
EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5,
1983 AS DOCUMENT
26809313 .

EASEMENT PARCEL 10:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF
PARCEL 1 OVER, UPON AND
ACROSS THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 30
FEET OF THAT PART OF LOT
OR BLOCK 2 IN THE NORTHWESTERN TERRA COTTA COMPANY'S
RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT OR
BLOCK 2 WHICH IS 247 FEET
SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING
THENCE SOUTH ALONG SAID EAST
LOT OR BLOCK LINE A DISTANCE OF 193.68 FEET TO THE NORTH
LINE OF THE SOUTH 675
FEET OF SAID LOT OR BLOCK; THENCE WEST ALONG SAID NORTH
LINE OF SOUTH 675 FEET
A DISTANCE OF 140 FEET; THENCE NORTH PARALLEL WITH SAID
EAST LINE OF LOT OR

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BLOCK 2 A DISTANCE OF 193.80 FEET TO A POINT 247 FEET SOUTH OF THE NORTH LINE OF SAID LOT OR BLOCK 2, THENCE EAST PARALLEL WITH SAID NORTH LOT OR BLOCK LINE A DISTANCE OF 140 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

EASEMENT PARCEL 11:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 AT A POINT WHICH IS 15.32 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST 15.32 FEET A DISTANCE OF 35.18 FEET TO A POINT OF BEGINNING OF THAT PART OF LOT OR BLOCK 3 HEREINAFTER DESCRIBED; THENCE WEST ALONG A LINE 470.18 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF LOT OF BLOCK 3, A DISTANCE OF 100 FEET TO A POINT THENCE NORTHWARDLY TO A POINT 21.04 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 890 FEET OF LOT OR BLOCK 3 AT A POINT 100 FEET WEST OF THE WEST LINE OF THE EAST 15.32 FEET OF LOT OR BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 100 FEET TO THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET AFORESAID, A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3; THENCE WEST ALONG THE NORTH

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LINE OF THE SOUTH 838.96 FEET AFORESAID, A DISTANCE OF 80 FEET TO THE WEST LINE OF THE EAST 95.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 95.32 FEET AFORESAID, A DISTANCE OF 329.08 FEET TO THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3, TO THE WEST LINE OF THE EAST 15.32 FEET AFORESAID AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET, AFORESAID, A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CONSTRUCTION AND EASEMENT AGREEMENT AND SUBJECT TO ITS TERMS DATED AUGUST 30, 2002 BY AND AMONG LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 16, 1986 AND KNOWN AS TRUST NO. 11109, TAG TRUST, SJR CORPORATION, AN ILLINOIS CORPORATION AND LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1986 AND KNOWN AS TRUST NO. 67013 DATED AUGUST 30, 2002 AND RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020970372, DESCRIBED AS FOLLOWS:

EASEMENT PARCEL 12, HERMITAGE SOUTH PARCEL:

EASEMENT FOR THE INGRESS AND EGRESS, AND TO INSTALL, MAINTAIN, REPAIR AND REPLACE UTILITIES, OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND

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BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 89 DEGREES 35 MINUTES 32 SECONDS WEST ALONG SAID EXTENSION 21.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 13, HERMITAGE NORTH PARCEL:

EASEMENT FOR THE INGRESS AND EGRESS OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 328.80 FEET; THENCE NORTH 89

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DEGREES 31 MINUTES 29 SECONDS WEST 30.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 329.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 14:

EASEMENT FOR INGRESS AND EGRESS CREATED BY PUT THEREOF RECORDED AUGUST 1, 2003 AS DOCUMENT NUMBER 0321318043 OVER AND UPON THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF BLOCK 3, 225.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED EAST LINE 28.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 142.83 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET FOR A DISTANCE OF 47.13 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING BEARING OF NORTH 45 DEGREES 00 MINUTES 22 SECONDS WEST AND A DISTANCE OF 42.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST 51.99 FEET; THENCE NORTH 20 DEGREES 29 MINUTES 53 SECONDS WEST 6.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 476.94 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 44 DEGREES 59

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MINUTES 58 SECONDS EAST AND HAVING A DISTANCE OF 14.14 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 73.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 11.07 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST 76.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST 76.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 11.20 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS WEST 24.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 79.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.69 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 26 SECONDS EAST 28.51 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 93.80 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 192.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

This being the same property conveyed to ERIC M. MILLER AND SIRI L. PETERSON, dated 09/12/2013 and recorded on 10/11/2013 in INSTRUMENT 1328441039, in the Cook County Recorders Office.

PARCEL: 14-30-403-184-0000

1363534

Address :2644 N HERMITAGE, CHICAGO,IL