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Doc#: 1623147048 Fee: \$78.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/18/2016 10:41 AM Pg: 1 of 16

This Instrument prepared by
And after recording should be returned to:
Wesley W. Broquard
Barnes & Thornburg LLP
One N. Wacker Drive, Suite 4400
Chicago, Illinois 60606

Address of Property:
910-1090 West 64th Street
LaGrange, Illinois 60525

Permanent Identification Numbers:
18-20-200-083 through -089

FOURTH LOAN MODIFICATION AND EXTENSION AGREEMENT

This Fourth Loan Modification and Extension Agreement (“Fourth Modification”) is made as of August 12, 2016 (“Effective Date”), by and among Southern Farm Bureau Life Insurance Company, a Mississippi corporation (“Lender”), Chicago Title Land Trust Company, not personally but as Successor Trustee to The PrivateBank and Trust Company, among others, of a certain Trust Agreement dated May 19, 1977, and known as Trust Number 2314 (“Trust”), and Brittany Court Limited Partnership, an Illinois Limited Partnership (“Borrower”).

RECITALS

A. By Assignment of Debt Obligation and Security recorded in the Recorder of Deeds of Cook County, Illinois, as Document No. R96-856846, Lender is the legal owner and holder of Promissory Note dated August 12, 1994 (“Note”), executed and delivered by Trust and Matt Pauga and Inga Pauga (the “Original Beneficiaries”) in favor of Lender in the original principal amount of \$2,100,000 (the “Loan”).

B. The Note is secured by that certain First Mortgage and Security Agreement of even date with the Note, executed by Trust and Original Beneficiaries, mortgaging the land and improvements legally described on Exhibit A attached hereto (“Land and Improvements”), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 94753531 (“Mortgage”) and other documents of record executed by Trust and Original Beneficiaries to evidence and secure the Loan (the Mortgage and other documents of record are collectively referred to herein as the “Security Documents”, and the Land and Improvements and all other interests encumbered by the Security Documents are collectively referred to as the “Property”).

C. By a First Loan Modification and Assumption Agreement, dated May 1, 1998 (“First Modification”), and recorded as Document No. 98-886549, Lender consented to the transfer of the beneficial interest in the Trust from Original Beneficiaries to Borrower and the as-

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sumption by Borrower of the obligations of Original Beneficiaries pursuant to the terms and provisions of the Note and the Security Documents. Lender consented thereto upon the terms and conditions specified in a certain letter dated December 19, 1997, issued by Lender and addressed to Original Beneficiaries.

D. By a Second Loan Modification and Extension Agreement, dated December 16, 2002 (the "Second Modification"), and recorded as Document No. 0021433412, Lender agreed to increase the principal balance of the Loan to \$2,220,000 and to extend the maturity date of the Loan to January 1, 2023.

E. By a Third Loan Modification and Extension Agreement, dated February 28, 2011 (the "Third Modification"), and recorded as Document No. 1106210030, Lender agreed to increase the principal balance of the Loan to \$2,579,000 and to extend the maturity date of the Loan to March 1, 2031. The Note, Security Documents, First Modification, Second Modification, Third Modification, and all other instruments or agreements evidencing, securing, guarantying or assuming obligations of any party under or relating to the Loan, as the same may have been previously amended, restated, modified, extended, renewed, guaranteed or assumed from time to time, are herein collectively referred to as the "Existing Loan Documents".

F. As of the Effective Date, the outstanding principal balance of the Loan is the amount specified in Section 3 of this Fourth Modification.

G. Borrower has requested that Lender increase the principal amount of the Loan to \$2,635,000 and extend the term of the Loan for 20 years from the disbursal of the additional principal pursuant to this Fourth Modification (the "Disbursal Date").

In consideration of the foregoing recitals and the mutual covenants in this Fourth Modification, IT IS HEREBY AGREED AS FOLLOWS:

1. AMENDMENTS TO THE EXISTING LOAN DOCUMENTS.

- a. The principal balance of the Loan shall be increased to \$2,635,000.
- b. Commencing on the Disbursal Date and continuing until maturity of the loan (whether by acceleration of the maturity date upon default or otherwise), the principal sum outstanding shall bear interest at the rate of 3.77% per annum.
- c. Borrower shall pay two hundred thirty-nine (239) equal, consecutive payments of \$15,650.05 covering principal and accrued and unpaid interest, which shall be due and payable monthly, in arrears, on or before the first day of each calendar month for the preceding calendar month or portion thereof, commencing with the first payment due October 1, 2016 and continuing thereafter until maturity under this Fourth Modification on September 1, 2036 (the "Maturity Date"). All references in the Existing Loan Documents to the maturity date of the Loan shall be deemed to be the Maturity Date set forth in this Fourth Modification.
- d. The two hundred fortieth (240th) and final payment shall be in the amount equal to the entire outstanding principal balance, together with all accrued and unpaid in-

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terest and any other unpaid sums under this Fourth Modification or Existing Loan Documents.

e. Section 3.5 of the Note is deleted in its entirety and hereby replaced with the following paragraph:

§3.5 For purposes of the Note as extended by this Fourth Modification, each "Loan Year" is defined as a period of twelve (12) months following the expiration of the prior Loan Year, with the first Loan Year being a period of twelve (12) months commencing on the 1st day of September 2016. During the first five (5) Loan Years, this Note may be prepaid in full, but not in part, upon (i) giving written notice to Lender at least thirty (30) days, but not more than ninety (90) days, before the prepayment date selected by Borrower (the "Prepayment Date"), and (ii) the payment of a premium equal to the greater of (a) one percent (1%) of the outstanding principal balance of the Loan, or (b) an amount equal to the sum of the present value of the scheduled monthly payments on the Loan to the Maturity Date, including the present value of the amount of principal and interest of the Loan due on the Maturity Date (assuming all scheduled monthly payments due prior to the Maturity Date were made when due and using the non-default rate of interest as provided herein), minus the outstanding principal balance of the Loan as of the Prepayment Date. The present values described herein shall be computed on a monthly basis as of the Prepayment Date discounted at the yield-to-maturity of the U.S. Treasury Note or Bond ("Treasury") closest in maturity to the Maturity Date of the Loan as reported in *The Wall Street Journal* on the fifth (5th) business day preceding the Prepayment Date plus 55 basis points. Should there be more than one Treasury quoted as maturing on the date closest to the Maturity Date, then the Treasury selling closest to par will be used in the calculation or, if *The Wall Street Journal* is no longer published, as reported in such other daily financial publication of national circulation which shall be designated by Lender. Failure to prepay on the Prepayment Date selected by Borrower shall be considered a waiver by Borrower of the present right to prepay. There shall be no discount if such Treasury yield, as described herein, is above the interest rate of the Loan.

After the expiration of the fifth (5th) Loan Year, this Note may be prepaid in full, but not in part, upon at least thirty (30) days but not more than ninety (90) days prior written notice to Lender and only upon payment of the premium required by this §3.5 as hereinafter set forth. During the sixth (6th) Loan Year, this Note may be prepaid in full at the price of 108% of the principal balance of the Loan at the time of said prepayment. Thereafter this Note may be prepaid in full, but not in part, as follows:

<u>Prepayment During Loan Year</u>	<u>Prepayment Amount Expressed as Percentage of Outstanding Principal Balance</u>
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7	107.5%
8	107.0%
9	106.5%
10	106.0%
11	105.5%
12	105.0%
13	104.5%
14	104.0%
15	103.5%
16	103.0%
17	102.5%
18	102.0%
19	101.5%
20	101.0%

Any such prepayment shall include, but shall not be limited to, the outstanding principal, together with all accrued and unpaid interest, late payment charges and any other unpaid sums hereunder and under the Mortgage. This provision shall, at Lender's election, be applicable whether the prepayment is the result of a default, an Event of Default or otherwise. The restrictions and premiums on prepayment set forth above shall not be applicable (a) to a prepayment resulting from Lender's application of any insurance proceeds or condemnation awards on account of the indebtedness evidenced hereby pursuant to the terms of the Mortgage, or (b) to a prepayment in full made during the ninety (90) day period immediately preceding the Maturity Date.

Notwithstanding the provisions for prepayment set forth above, Borrower may prepay an amount not to exceed 10% of the outstanding principal balance of the Loan, but not less than \$5,000, at any one time during any Loan Year with no premium. This prepayment privilege may be exercised only one time during any Loan Year and is non-cumulative in nature. Any principal reduction payment received in accordance with this provision will be applied to this Note in the inverse order of maturity of the installments and the Loan will not be reamortized. Each such prepayment shall be accompanied by a notice identifying it as a prepayment made pursuant to this provision.

f. The third to the last sentence in Section 3.52 of the Note is deleted.

g. The term "Loan Documents" as used in the Existing Loan Documents shall refer collectively to the Existing Loan Documents, this Fourth Modification, and all other instruments, agreements or items required by this Fourth Modification, or evidencing, securing, guarantying or assuming obligations of any party under or relating to the Loan as modified by this Fourth Modification.

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2. WARRANTIES AND REPRESENTATIONS. Borrower represents and warrants as follows (collectively "Warranties and Representations"):

a. Borrower is a limited partnership duly formed and validly existing under the laws of the State of Illinois and is the sole beneficiary of Trust.

b. The execution and delivery of this Fourth Modification and all other instruments, agreements or items required by this Fourth Modification, or evidencing, securing, guarantying or assuming obligations of any party under or relating to this Fourth Modification (collectively, as the same may be amended, restated, modified, extended, or renewed from time to time, the "Fourth Modification Documents") were duly authorized;

c. The Existing Loan Documents, the Fourth Modification Documents, and each of the covenants, conditions and agreement contained therein, are in full force and effect, are the valid and legally binding obligations of Trust, Original Beneficiaries, and Borrower, and are free from all legal and equitable defenses, offsets and counterclaims;

d. No part of the Property is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against the Trust or either of the Original Beneficiaries or Borrower, nor is there any litigation existent which adversely and materially affects the Property;

e. There are no agreements, state of facts or circumstances presently existing and known to either Original Beneficiaries or Borrower which, with or without the service of Notice, passage of time, or both, would grant to Trust, Original Beneficiaries, or Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to the Existing Loan Documents or the Fourth Modification Documents.

f. All statements and representations contained in all documentation provided to Lender and all other representations or statements made by or on behalf of Original Beneficiaries or Borrower to Lender in connection with this Fourth Modification are true and correct in all material respects.

g. Borrower is not insolvent and will not be rendered insolvent by the execution and delivery of the Fourth Modification Documents.

h. To the best knowledge of Original Beneficiaries and Borrower, no person, firm or corporation has or claims any interest in and to the Property which does not appear in Policy for Title Insurance, Policy Number 1401 007517566 D1 dated August 25, 1994, issued by Chicago Title Insurance Company, as updated by that certain Pro Forma Date Down Endorsement dated June 13, 2016, other than the tenants of the Property pursuant to their respective leases, nor is there any unrecorded deed, deed of trust, mortgage or other conveyance or encumbrance or any undelivered bill of sale, assignment, option, right of first refusal or instrument of transfer relating to or affecting the Property.

Any inaccuracies in the Representations and Warranties is an event of default hereunder and pursuant to the Existing Loan Documents and Fourth Modification Documents, and entitles Lender

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to exercise its right to accelerate the payment of Principal Amount and exercise any and all other rights and remedies available to Lender pursuant to the provisions hereof and Existing Loan Documents and Fourth Modification Documents or at law or in equity.

3. **ACKNOWLEDGMENT OF PRINCIPAL AMOUNT OF LOAN AMOUNT DUE.** As of the Effective Date, after application of the payment of principal and interest made for the August 2016 installment, the balance of the Loan is \$2,131,907.46. Borrower agrees that as of the Effective Date there exist no offsets, counterclaims or defenses to payment or performance of the obligations set forth in the Existing Loan Documents as modified by the Fourth Modification Documents, and, in consideration hereof, Borrower expressly waives any and all such offsets, counterclaims and defenses or any other claims arising out of any alleged acts, transactions or omissions on the part of Lender existing or claimed to exist prior to the Effective Date. Borrower will take no action to contest or challenge the enforceability or priority of the Mortgage by reason of the execution by Lender of this Fourth Modification or any other Fourth Modification Documents.

4. **NO OTHER CHANGE.** Except as herein expressly amended, each and every term, condition, warranty and provision of the Existing Loan Documents shall remain in force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to release, discharge, alter or affect the priority of the lien or title created by the Existing Loan Documents, it being the expressly declared intention of the parties that no novation of the Existing Loan Documents be created hereby.

5. **DEFAULT.** Any default under the terms of the Existing Loan Documents shall constitute a default under the Fourth Modification Documents, and any default under the Fourth Modification Documents shall constitute a default under the Existing Loan Documents.

6. **RELEASE OF LENDER.** As additional consideration for Lender's consent to the loan modification and extension, as herein provided, Original Beneficiaries and Borrower, their general partners, limited partners and managers hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms, and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Original Beneficiaries and Borrower or their general partners, limited partners or members may now have or claim to have against Lender as of the Effective Date and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Existing Loan Documents or the Fourth Modification Documents, including, but not limited to, all loss or damage of any kind sustained or which may arise as a consequence of the transactions between Original Beneficiaries, Borrower, or their general partners, limited partners or managers, and Lender to and including the Effective Date. This release and covenant by Original Beneficiaries, Borrower and their general partners, limited partners, managers, members and Lender is contractual and not a mere recital.

7. **REQUIRED NOTICES.** Wherever notices are required, pursuant to the Existing Loan Documents or the Fourth Modification Documents, the same shall be in writing and shall be delivered either personally, or by United States certified or registered mail, postage prepaid, return receipt requested, or by commercial courier, with receipt, shall be effective upon receipt or

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refusal, and shall be sent to Lender, Trust, and Borrower at their respective addresses set forth below or to such other addresses as shall direct in writing.

If to Lender, 1401 Livingston Lane, P.O. Box 78, Jackson, Mississippi 39205

If to Borrower, 7330 Fairmont, Suite B, Downers Grove, Illinois 60516

If to Trust, 10 S. LaSalle Street, Suite 2750, Chicago, Illinois 60603

8. **FAILURE OR DELAY.** No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in the Existing Loan Documents and the Fourth Modification Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Trust, Original Beneficiaries, or Borrower, in any instance, shall, in itself, entitle Trust, Original Beneficiaries, or Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

9. **CONSTRUCTION.** This Fourth Modification shall not be construed more strictly against Lender than against Trust, Original Beneficiaries, or Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Trust, Original Beneficiaries, Borrower, and Lender have contributed substantially and materially to the preparation of this Fourth Modification, and Trust, Original Beneficiaries, Borrower, and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration give by the others in entering into this Fourth Modification. This Fourth Modification shall universally modify the Existing Loan Documents and shall be construed in conjunction with Existing Loan Documents. All terms used herein shall have the meanings ascribed in Existing Loan Documents unless otherwise defined herein. Except to the extent modified herein, the provision of Existing Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

10. **ENTIRE AGREEMENT.** Trust, Original Beneficiaries, Borrower, and Lender each acknowledge that there are no other agreements or representations, either oral or written, expressed or implied, not embodied in the Existing Loan Documents and the Fourth Modification Documents, and any other documents executed in connection with the Property, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Trust, Original Beneficiaries, Borrower, and Lender.

11. **TRUST EXCULPATION.** This Fourth Modification is executed by the Trust, not personally but solely as successor trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and Trust hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trust personally hereunder, to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or

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security hereunder, and that so far as Trust personally is concerned, the legal holder or holders of the Note shall look solely to the Property for the payment thereof, by the enforcement of the lien created by the Mortgage in the manners provided therein and in the Note or by action to enforce the personal liability of any guarantor of the Note.

[signature pages follow]

Property of Cook County Clerk's Office

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TRUST:

Chicago Title Land Trust Company, not personally but as Successor Trustee to The PrivateBank and Trust Company and to Founders Bank (f/k/a Worth Bank and Trust Company), under Trust Agreement dated May 19, 1977, and known as Trust Number 2314

By: Margaret O'Donnell
Title: ASST. VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that MARGARET O'DONNELL ASST. VICE PRESIDENT CHICAGO TITLE LAND TRUST COMPANY, not personally but as successor trustee as aforesaid, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 12th day of August 2016.

June Stout
Notary Public

My Commission Expires: 7/1/17



[signatures continue on following pages]

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BORROWER:

Brittany Court Limited Partnership, an Illinois Limited Partnership, by Whitebirch Management Company, an Illinois Corporation, its General Partner

By: Matt Pauga
Title: Matt Pauga, its President

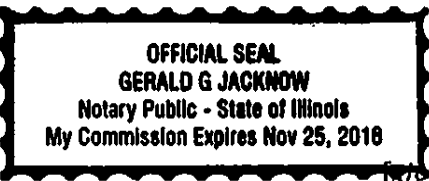
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that MATT PAUGA, PRESIDENT of WHITEBIRCH MANAGEMENT COMPANY, an Illinois corporation, acting as the general partner of BRITTANY COURT LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 24 day of August 2016.

Gerald G. Jacknow
Notary Public

My Commission Expires: 11/25/2018




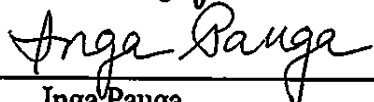
[signatures continue on following pages]

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JOINING FOR PURPOSES OF CERTAIN REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE HEREIN:

ORIGINAL BENEFICIARIES:



 Matt Pauga


 Inga Pauga

STATE OF ILLINOIS)
) SS
 COUNTY OF COCK)

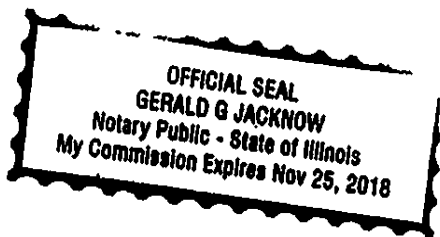
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MATT PAUGA and INGA PAUGA , personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 12th day of August 2016.



 Notary Public

My Commission Expires: 11/25/18



UNOFFICIAL COPY**EXHIBIT "A"****(LEGAL DESCRIPTION OF PARTNERSHIP PROPERTY)****PARCEL 1:**

THE EAST 114.50 FEET OF LOT 12 (MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 12) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20-38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION, AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 1A:

TOGETHER WITH AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED JUNE 24, 1970 AND RECORDED SEPTEMBER 14, 1970 AS DOCUMENT 21263321 MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 AND AS CREATED BY DEED FROM PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 TO ECHEL LIGZA DATED MARCH 10, 1971 AND RECORDED APRIL 21, 1971 AS DOCUMENT 21454879

PARCEL 2:

THE WEST 94 FEET OF THE EAST 208.50 FEET OF LOT 12 (BOTH MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 12) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 2037.87 FEET MORE OR LESS TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2A:

EASEMENT FOR THE BENEFIT OF PARCEL 2 INGRESS, EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED JUNE 24, 1970 AND RECORDED SEPTEMBER 14, 1970 AS DOCUMENT 21263321 MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 AND AS CREATED BY MORTGAGE FROM PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7180632 TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, DATED JULY 16, 1971 AND RECORDED JULY 23, 1971 AS DOCUMENT 21557101, IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY**PARCEL 3:**

THE WEST 91 FEET OF THE EAST 299.50 FEET OF LOT 12 (BOTH DIMENSIONS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF LAND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE

EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.97 FEET, MORE OR LESS TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3A:

EASEMENT FOR THE BENEFIT OF PARCEL 3 GRANTED BY DECLARATION OF EASEMENT DATED JUNE 24, 1970 BY FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 ALSO KNOWN AS TRUST NUMBER 71-00632 RECORDED SEPTEMBER 14, 1970 AS DOCUMENT NUMBER 21263321, FOR INGRESS AND RIGHT OF WAY OVER AND ACROSS AND UPON THE EAST 20 FEET OF THE WEST 52.95 FEET OF THE SOUTH 55 FEET OF THE WEST 91 FEET OF THE EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION; AND OVER AND ACROSS AND UPON THAT PART OF THE WEST 185 FEET TO EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION DESCRIBED AS FOLLOWS:: COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT WHICH IS 55 FEET NORTH OF THE SOUTH LINE OF SAID TRACT FOR A POINT OF BEGINNING, THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 20 FEET; THENCE EAST 116.13 FEET TO A POINT; THENCE NORTHEASTERLY 78.84 FEET TO A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 80.26 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22.93 FEET; THENCE SOUTHWESTERLY 72.88 FEET TO A POINT; THENCE WEST 121.33 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE PLAT ATTACHED TO THE AFORESAID DECLARATION; SAID EASEMENT FOR THE PURPOSE OF PROVIDING PARKING FOR AUTOMOBILES AND ACCESS TO THE PUBLIC STREET UPON THE BLACKTOP PARKING AREA AS LOCATED ON THE AFORESAID PLAT ON THE EAST 299.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION AND ON THE WEST 91 FEET OF THE EAST 390.50 FEET OF LOT 12 IN SAID MAPLESIDE SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION, 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET, MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION AND THENCE NORTH 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM AFORESAID PARCEL 2 PART THEREOF FALLING IN PARCEL 3 AFORESAID

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PARCEL 4:

THE WEST 91 FEET OF THE EAST 390.50 FEET OF LOT 12 (BOTH DIMENSIONS AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION; AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4A:

EASEMENT FOR THE BENEFIT OF PARCEL 4 AS SET FORTH IN DECLARATION OF EASEMENT MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 KNOWN AS TRUST NUMBER 71-80633 AND AS CREATED BY DEED FROM PULLMAN BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 KNOWN AS TRUST NUMBER 71-80632 TO ETHEL LIZEGA RECORDED JANUARY 14, 1971 AS DOCUMENT 21370851 FOR INGRESS AND EGRESS

PARCEL 5:

THAT PART OF LOT 12 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 12, 390.50 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 330.77 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 12, 110 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 200.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12, 39.81 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 130.77 FEET TO THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 12, 70.19 FEET TO THE PLACE OF BEGINNING, ALL IN MAPLESIDE SUBDIVISION OF THE 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 289.94 FEET MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2037.87 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION; AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5A

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY DECLARATION OF EASEMENTS MADE BY PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 71-80632, AND RECORDED DECEMBER 6, 1971 AS DOCUMENT 21733951 FOR INGRESS AND EGRESS AND PARKING OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF THE NORTH 65.0 FEET OF THE WEST 150.0 FEET OF LOT 12 AFORESAID, AND THE SOUTH 20 FEET OF THE NORTH 65.0 FEET OF THE EAST 43 FEET OF LOT 11 AND THE NORTH 20 FEET OF THE SOUTH 78 FEET OF EAST 106.19 FEET OF THE WEST 111.19 FEET OF LOT 12 ALL IN COOK COUNTY, ILLINOIS

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PARCEL 6:

THAT PART OF LOTS 11 AND 12 DESCRIBED AS FOLLOWS.: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 12, 460.69 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOTS 11 AND 12, 193 FEET TO A POINT WHICH IS 43 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 11; THENCE SOUTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 130.77 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOTS 11 AND 12 48 FEET TO A POINT WHICH IS 5 FEET EAST OF THE LINE BETWEEN SAID LOTS 11 AND 12; THENCE SOUTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 200 FEET TO THE SOUTH LINE OF SAID LOT 12, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12, 105.19 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 200.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12, 39.81 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12, 130.77 FEET TO THE POINT OF BEGINNING IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION, 289.94 FEET, MORE OR LESS TO THE CENTER OF JOLIET ROAD; THENCE PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2037.87 FEET MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6A

AN EASEMENT FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 6, 1971 AS DOCUMENT NUMBER 21733951 MADE BY FULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 9, 1968 AND KNOWN AS TRUST NUMBER 7100632, IN COOK COUNTY, ILLINOIS

PARCEL 7:

THAT PART OF LOTS 11 AND 12 DESCRIBED AS FOLLOWS.: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 11, 43 FEET WEST OF THE NORTH EAST CORNER THEREOF (SAID POINT ALSO BEING 653.69 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 12); THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 11, 62 FEET TO A POINT, SAID POINT BEING 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 11, 330.77 FEET TO THE WEST LINE OF SAID LOT 11; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 11 AND LOT 12 110.0 FEET TO A POINT, SAID POINT BEING 5 FEET EAST OF THE LINE BETWEEN SAID LOTS 11 AND 12; THENCE NORTH PARALLEL TO THE LOT BETWEEN SAID LOTS 11 AND 12, 200.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOTS 11 AND 12, 48.0 FEET; THENCE NORTH PARALLEL TO THE LINE BETWEEN SAID LOTS 11 AND 12, 130.77 FEET TO THE PLACE OF BEGINNING, ALL IN MAPLESIDE SUBDIVISION OF 18 ACRES OF AND IN THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT IN THE WEST LINE OF SAID 1/4 SECTION 496.61 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, 2168.69 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION, 289.94 FEET, MORE OR LESS, TO THE CENTER OF JOLIET ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 2037.87 FEET MORE OR LESS, TO THE WEST LINE OF SAID 1/4 SECTION AND THENCE NORTH ALONG THE WEST LINE 363.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS