

# UNOFFICIAL COPY

Doc#: 1624617000 Fee: \$76.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/02/2016 08:16 AM Pg: 1 of 15

## Illinois Anti-Predatory Lending Database

Program

40027323 1/2  
Certificate of Exemption

nonagency  
GIT

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 19-18-312-045-0000

**Address:**

Street: 6255 South Harlem Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60638

Lender: Grand Ridge National Bank

Borrower: Chicago Title Land Trust Company, Successor Trustee to Bank of Wheaton, not personally but as Trustee under a Trust Agreement dated December 22, 1981, known as Trust Number 3971

Loan / Mortgage Amount: \$575,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 4E561D8F-07AE-48BF-83C5-3D260C88D56D

Execution date: 8/24/2016

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(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE**  
**FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on August 24, 2016 between the mortgagor(s) CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON, whose address is 10 S LaSalle St, Suite 2750, Chicago, Illinois 60603, not personally, but as Trustee under a Trust Agreement dated December 22, 1981, known as Trust Number 3971 ("Mortgagor"), and Grand Ridge National Bank whose address is 401 S Carlton Avenue, Wheaton, Illinois 60187 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Six Hundred Ninety Thousand and 00/100 Dollars (U.S. \$690,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Cook, State of Illinois:

Address: 6255 South Harlem Ave, Chicago, Illinois 60638-3906

Legal Description: See "Exhibit A"

Parcel ID/Sidwell Number: 19-18-312-045-0000, 19-18-311-025-0000, 19-18-311-027-0000

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether ground water, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

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**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Borrower to Grand Ridge National Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get

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a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and

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authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS,**

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the

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party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. As an additional right, Lender shall have upon the occurrence of an Event of Default the right to possession provided by law.

**REDEMPTION.** Mortgagor waives all permissible right of redemption under section 15-1601, Illinois Statutes, except to the extent that the property is residential real estate as defined by the same section.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective, (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument. These expenses may include but are not limited to court costs, collection charges, costs incurred with the preparation, filing or prosecution of any foreclosure suit and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

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**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Illinois including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**TRUSTEE'S LIABILITY.** This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated December 22, 1981, creating Trust No. 3971, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON solely in the exercise of the power conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON, on account hereof, or on account of any covenant, undertaking representation, warranty, or agreement herein contained, either express or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through said parties or holder hereof.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor(s):

By *[Signature]* (Seal) ASSISTANT VICE PRESIDENT \_\_\_\_\_ (Seal)

By: Authorized Signer \_\_\_\_\_ Date \_\_\_\_\_  
Trustee for CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON, NOT PERSONALLY BUT AS TRUSTEE UNDER AN AGREEMENT DATED December 22, 1981, KNOWN AS TRUST NO.

By: Authorized Signer \_\_\_\_\_ Date \_\_\_\_\_  
Trustee for CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON, NOT PERSONALLY BUT AS TRUSTEE UNDER AN AGREEMENT DATED December 22, 1981, KNOWN AS TRUST NO. 3971



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

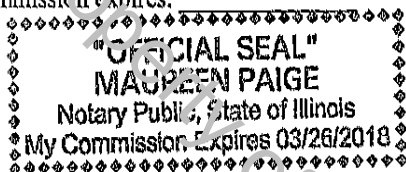
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## TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPage )

This instrument was acknowledged on August 24, 2016, by Authorized Signer, Trustee and Authorized Signer, Trustee of CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO BANK OF WHEATON, Trustee under a trust agreement dated December 22, 1981, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires:



(Official Seal)

Maureen Paige  
\_\_\_\_\_  
Identification Number \_\_\_\_\_

Office of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:  
Grand Ridge National Bank  
401 S. Carlton Avenue  
Wheaton, IL 60187

AFTER RECORDING RETURN TO:  
Grand Ridge National Bank  
401 S. Carlton Avenue  
Wheaton, IL 60187



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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, 332.98 FEET;

THENCE EAST ON A LINE DRAWN TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 314.88 FEET NORTH OF THE SOUTH LINE OF SECTION 18, AFORESAID, 527.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT-OF-WAY;

THENCE SOUTH WESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 408.68 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WESTERLY ALONG LAST MENTIONED LINE TO THE PLACE OF BEGINNING;

EXCEPT THEREFROM LOT 1 IN FREDERICK H. BARTLETT'S HARLEM AVENUE SUBDIVISION IN THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOL COUNTY, ILLINOIS;

ALSO EXCEPT THAT PART TAKEN FOR HARLEM AVENUE AND 63RD STREET;

ALSO EXCEPTING THAT PART OF THE AFORESAID DESCRIBED TRACT OF LAND WHOSE NORTH LINE MEASURED 527.32 FEET AND IS IDENTICAL WITH THE SOUTH LINE OF LOTS 9 AND 10 IN HARLEM-SIXTY-THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, AFORESAID, DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 BEARS DUE NORTH AND SOUTH.

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 9; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS EAST IN THE SOUTH LINE OF AFORESAID LOTS 9 AND 10 A DISTANCE OF 218.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THENCE SOUTH OF A LINE A DISTANCE OF 9.90 FEET TO A POINT IN A LINE 5.0 FEET FORTH OF AND PARALLEL TO THE NORTH FACE OF A ONE-STORY BRICK BUILDING (BEING A BRICK WALL);

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST IN LAST DESCRIBED

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PARALLEL LINE A DISTANCE OF 114.85 FEET TO A POINT IN A LINE 5.0 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A ONE-STORY BRICK AND METAL BUILDING ADDITION (BEING A METAL WALL);

THENCE NORTH 0 DEGREES 13 MINUTES WEST IN LAST DESCRIBED LINE A DISTANCE OF 9.88 FEET TO A POINT IN AFORESAID SOUTH LINE OF LOTS 9 AND 10;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, IN AFORESAID SOUTH LINE OF LOTS 9 AND 10, A DISTANCE OF 114.82 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THOSE PARTS OF AFORESAID LOTS 9 AND 10 DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 IS CONSIDERED AS BEARING DUE NORTH AND SOUTH.

COMMENCING AT A POINT IN THE SOUTH LINE OF AFORESAID LOT 9 THAT IS 27 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH IN A LINE A DISTANCE OF 85.90 FEET TO A POINT IN A LINE THAT IS 214.40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF AFORESAID LOT 9;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST IN LAST DESCRIBED PARALLEL LINE A DISTANCE OF 150.00 FEET TO A POINT;

THENCE SOUTH IN A LINE A DISTANCE OF 67.90 FEET TO A POINT IN A LINE 32.9 FEET NORTH OF AND PARALLEL TO THE NORTH FACE OF A ONE-STORY BRICK BUILDING (BEING A BRICK WALL);

THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS EAST ON THE AFORESAID LINE A DISTANCE OF 41.17 FEET TO A POINT;

THENCE SOUTH IN A LINE A DISTANCE OF 18.00 FEET TO A POINT IN THE SOUTH LINE OF LOTS 9 AND 10, AFORESAID;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST 191.17 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT;

## PARCEL 3:

THOSE PARTS OF AFORESAID LOTS 9 AND 10 DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 IS CONSIDERED AS BEARING DUE NORTH AND SOUTH.

COMMENCING AT A POINT THAT IS 333.03 FEET, EAST OF THE SOUTHWEST CORNER OF LOT 9, AFORESAID, BEING A POINT IN A LINE 5.0 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A ONE-STORY BRICK AND METAL BUILDING ADDITION (BEING A METAL WALL);

THENCE NORTH 0 DEGREES 13 MINUTES WEST ON THE AFORESAID LINE A DISTANCE OF 51.03 FEET TO THE SOUTH FACE OF A ONE-STORY BRICK BUILDING (BEING A BRICK

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WALL);

THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST IN AFORESAID SOUTH FACE OF A BRICK WALL A DISTANCE OF 5.0 FEET TO ITS CORNER FORMED BY THE NORTHWEST CORNER OF A ONE-STORY BRICK AND METAL ADDITION;

THENCE NORTH IN A LINE A DISTANCE OF 0.52 FEET TO THE CENTER LINE OF AFORESAID BRICK WALL (BEING 1.04 FEET THICK);

THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST IN AFORESAID CENTERLINE A DISTANCE OF 117.46 FEET TO A POINT OF INTERSECTION WITH THE PROJECTION NORTH OF THE EAST FACE OF THE AFORESAID ONE-STORY BRICK AND METAL BUILDING ADDITION (BEING A BRICK WALL);

THENCE SOUTH IN LINE A DISTANCE OF 0.52 FEET TO THE AFORESAID CORNER;

THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST ON THE SOUTH FACE OF THE AFORESAID ONE-STORY BRICK BUILDING (BEING A BRICK WALL) A DISTANCE OF 8.68 FEET TO THE EAST FACE OF A BRICK WALL OF AFORESAID BRICK BUILDING;

THENCE NORTH IN AFORESAID EAST FACE OF A BRICK WALL A DISTANCE OF 2.0 FEET TO AN ANGLE POINT IN AFORESAID BRICK BUILDING;

THENCE NORTH 45 DEGREES 10 MINUTES 30 SECONDS EAST ON THE SOUTHEASTERLY FACE OF A BRICK WALL OF THE AFORESAID BUILDING A DISTANCE OF 31.22 FEET TO AN ANGLE POINT IN AFORESAID BRICK BUILDING;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ON THE SOUTH FACE OF AFORESAID BRICK BUILDING A DISTANCE OF 16.50 FEET TO A POINT;

THENCE SOUTH IN A LINE A DISTANCE OF 20.30 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST IN A LINE A DISTANCE OF 16.26 FEET TO A POINT;

THENCE SOUTH IN A LINE A DISTANCE OF 19.78 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF AFORESAID LOT 10;

THENCE SOUTH 35 DEGREES 20 MINUTES 15 SECONDS WEST IN THE LAST DESCRIBED LINE A DISTANCE OF 42.82 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 10;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS WEST IN THE SOUTH LINE OF AFORESAID LOTS 9 AND 10 A DISTANCE OF 161.15 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 4: (MANEUVERING AREA EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS AND VEHICLES AS CREATED BY THE EASEMENT AND OPERATING AGREEMENT DATED MARCH 18, 1981 MADE BY AND BETWEEN ESSEX GROUP, INC. AND ARMBURST PAPER TUBES, INC., RECORDED MAY 12, 1981 AS DOCUMENT NO. 25868424 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND (EXCEPT THAT PART THEREOF FALLING IN PARCELS 1, 2 AND 3):

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THAT PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, 332.96 FEET;

THENCE EAST ON A LINE DRAWN TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 314.88 FEET NORTH OF THE SOUTH LINE OF SECTION 18, AFORESAID, 527.32 FEET MORE OR LESS, TO THE WESTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY;

THENCE SOUTHWESTERLY ALONG WESTERLY RIGHT OF WAY LINE 408.68 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

THENCE WESTERLY ALONG LAST MENTIONED LINE TO THE POINT OF BEGINNING;

EXCEPT THEREFROM LOT 1 IN FREDERICK H. BARTLETT'S HARLEM AVENUE SUBDIVISION IN THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT THAT PART TAKEN FOR HARLEM AVENUE AND 63RD STREET;

TOGETHER WITH THAT PART OF LOTS 9 AND 10 IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL THE AFORESAID TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 IS CONSIDERED AS BEARING DUE SOUTH.

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 9;

THENCE SOUTH IN THE PROLONGATION SOUTH OF AFORESAID LOT 9 A DISTANCE OF 14.90 FEET TO A POINT;

THENCE NORTH 89 DEGREES, 55 MINUTES, 30 SECONDS EAST IN THE NORTH FACE OF A BRICK BUILDING, AND ITS PROJECTION WEST, A DISTANCE OF 177.0 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED "MANEUVERING AREA EASEMENT";

THENCE NORTH IN A LINE A DISTANCE OF 65.88 FEET TO A POINT;

THENCE NORTH 89 DEGREES, 54 MINUTES, 30 SECONDS EAST ON A LINE, BEING THE PROJECTION WEST OF THE LINE OF THE SOUTH FACE OF A 1 STORY BRICK BUILDING, 41.17 FEET TO A POINT ON THE LINE;

THENCE SOUTH ON THE LINE AFORESAID, A DISTANCE OF 65.88 FEET TO A POINT IN THE

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AFORESAID NORTH FACE OF A BRICK BUILDING;

THENCE SOUTH 89 DEGREES, 55 MINUTES, 30 SECONDS WEST IN THE NORTH FACE OF AFORESAID BRICK BUILDING A DISTANCE OF 41.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: (PARTY WALL AGREEMENT)

PARTY WALL AND PARTY WALL RIGHTS FOR THE BENEFIT OF 1, 2 AND 3 AS CREATED BY THE EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1981 MADE BY AND BETWEEN ESSEX GROUP, INC. AND ARMBURST PAPER TUBES, INC. RECORDED MAY 12, 1981 AS DOCUMENT NO. 25868424 IN REFERENCE TO A PARTY WALL, 1.04 FEET THICK, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 9 AND 10 (TAKEN AS A TRACT) IN-HARLEM SIXTY-THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 IS CONSIDERED AS BEARING DUE NORTH AND SOUTH.

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 9;

THENCE NORTH 89 DEGREES 55 MINUTES 15 SECONDS EAST IN THE SOUTH LINE OF AFORESAID LOTS A DISTANCE OF 337.9 FEET TO A POINT IN THE WEST FACE OF A ONE-STORY BRICK AND METAL BUILDING ADDITION (BEING A METAL WALL);

THENCE NORTH 0 DEGREES 13 MINUTES WEST IN AFORESAID METAL WALL A DISTANCE OF 51.03 FEET TO A POINT IN THE SOUTH FACE OF A ONE-STORY BRICK BUILDING (BEING THE NORTHWEST CORNER OF AFORESAID BRICK AND METAL BUILDING, AND THE SOUTH FACE OF A BRICK WALL);

THENCE NORTH, IN THE PROLONGATION OF LAST DESCRIBED LINE, A DISTANCE OF 0.52 FEET TO THE CENTER LINE OF AFORESAID BRICK WALL (BEING 1.04 FEET THICK) FOR THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTER LINE OF A "PARTY WALL";

THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST IN AFORESAID CENTER LINE A DISTANCE OF 117.46 FEET TO A POINT IN THE EAST FACE OF AFORESAID ONE-STORY BRICK AND METAL BUILDING ADDITION PROJECTED NORTH 0.52 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 6: (PEDESTRIAN AND REPAIR EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS AND REPAIR AND MAINTENANCE VEHICLES AND TO KEEP, MAINTAIN, REPAIR AND REPLACE A FUEL OIL FILLER PIPE AND TANK (UNDERGROUND ONLY) AND ACCEPT TANK TRACK DELIVERIES THERETO, AS CREATED BY THE EASEMENT

AND OPERATING AGREEMENT DATED MARCH 15, 1981 MADE BY AND ESSEX GROUP, INC. AND ARMBURST PAPER TUBES, INC. RECORDED MAY 12, 1981 AS DOCUMENT NO. 25868424 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

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THAT PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, 332.96 FEET;

THENCE EAST ON A LINE DRAWN TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 314.88 FEET NORTH OF THE SOUTH LINE OF SECTION 18, AFORESAID, 527.32 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT-OF-WAY;

THENCE SOUTH WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 408.68 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WESTERLY ALONG LAST MENTIONED LINE TO THE PLACE OF BEGINNING;

EXCEPT THEREFROM TOT 1 IN FREDERICK H. BARTLETT'S HARLEM AVENUE SUBDIVISION IN THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT THAT PART TAKEN FOR HARLEM AVENUE AND 63RD STREET;

TOGETHER WITH THAT PART OF LOTS 9 AND 10 IN HARLEM-SIXTY-THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL THE AFORESAID TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

NOTE: FOR THE FOLLOWING COURSES THE WEST LINE OF AFORESAID LOT 9 IS CONSIDERED AS BEARING DUE SOUTH.

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 9;

THENCE SOUTH IN THE PROLONGATION SOUTH OF AFORESAID LOT 9 A DISTANCE OF 14.90 FEET TO A POINT;

THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST IN THE NORTH FACE OF A BRICK BUILDING, AND ITS PROJECTION WEST, A DISTANCE OF 218.17 FEET TO A POINT;

THENCE NORTH IN A LINE A DISTANCE OF 5.0 FEET TO A POINT IN A LINE 5.0 FEET NORTH AND PARALLEL TO AFORESAID NORTH FACE OF A BRICK BUILDING FOR THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED "PEDESTRIAN AND REPAIR EASEMENT";

THENCE NORTH IN A LINE A DISTANCE OF 60.88 FEET TO A POINT;

THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST IN THE SOUTH FACE OF A

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ONE-STORY BRICK BUILDING AND ITS PROLONGATION WEST A DISTANCE OF 114.63 FEET TO A POINT IN A LINE 5.0 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A ONE-STORY BRICK AND METAL BUILDING ADDITION (BEING A METAL-WALL);

THENCE SOUTH 0 DEGREES 13 MINUTES EAST IN LAST DESCRIBED LINE A DISTANCE OF 60.91 FEET TO A POINT IN A LINE 5.0 FEET NORTH OF AND PARALLEL TO THE NORTH FACE OF A BRICK BUILDING;

THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS WEST IN LAST DESCRIBED LINE A DISTANCE OF 114.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property address: 6255 South Harlem Avenue, Chicago, IL 60638  
Tax Number: 19-18-311-025

Property address: 6255 South Harlem Avenue, Chicago, IL 60638  
Tax Number: 19-18-311-027

Property address: 7140 West 63rd Street, Chicago, IL 60638  
Tax Number: 19-18-312-045

Property of Cook County Clerk's Office