

# UNOFFICIAL COPY



Doc# 2025840007 Fee \$76.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/14/2020 10:28 AM PG: 1 OF 11

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 15-21-200-018-0000

**Address:**

**Street:** 9865,9909,9919,9999&1000, W ROOSEVELT RD

**Street line 2:**

**City:** WESTCHESTER

**State:** IL

**ZIP Code:** 60154

**Lender:** YUSUF WESTCHESTER LIMITED PARTNERSHIP

**Borrower:** WESTCHESTER RISING LLC

**Loan / Mortgage Amount:** \$300,000.00

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.

(C) 20002191 PK  
2/3

**Certificate number:** E25B344D-C7AA-4728-B3F3-A1792071A3AC

**Execution date:** 7/27/2020

S N  
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## MORTGAGE

This Mortgage is made this 27th day of July, 2020, between Westchester Rising LLC, an Illinois limited liability company, whose address is 1121 Florence Avenue, Evanston, Illinois 60202 (hereinafter referred to as "Mortgagor") and Yusuf Westchester Limited Partnership, an Illinois limited partnership whose address is 340 W. Butterfield Road, Suite 4B, Elmhurst, Illinois 60126 (hereinafter referred to as "Mortgagee").

### **RECITALS:**

A. Westchester Rising, LLC and Meir Bernath, individually, are justly indebted to Mortgagee in the principal sum of Three Hundred Thousand Dollars (\$300,000.00), as evidenced by that Note of Westchester Rising LLC and Meir Bernath dated of even date herewith, made payable to Mortgagee, providing for payment of principal and accrued and unpaid interest then outstanding on January 31, 2021.

B. To secure the payment of the principal sum of money evidenced by the Note and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Mortgagor of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Mortgagor to Mortgagee and in further consideration of ten dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Mortgagor does hereby by these presents, GRANT, MORTGAGE AND CONVEY to Mortgagee, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the Village of Westchester, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, and commonly known as Westchester Office Complex, Westchester, Illinois, together with all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof and all insurance proceeds relating thereto for so long and during all such times as the Mortgagor may be entitled thereto, and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site energy systems providing power, electricity, heating, air conditioning, refrigeration, lighting, ventilation, water, and all plants, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings or of any structures or buildings heretofore or hereafter standing on the realty or on any part thereof or now or hereafter used in connection with the use and enjoyment of said realty, whether or not physically attached thereto, and together with all of Mortgagor's rights further to encumber said property for debt except by such encumbrance, which, by its actual terms and specifically expressed intent, shall be, and at all times remain, subject and subordinate

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to the lien of this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Property".

TO HAVE AND TO HOLD the Property unto the said Mortgagee, its successors and assigns forever, for the purposes and uses therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Obligations Relating to Property. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Property; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (f) make no material alterations to said Property except as required by law or municipal ordinance; (g) not use or suffer or permit use of the Property for any purpose other than that for which the same is now used; (h) not initiate or acquiesce in any zoning reclassification without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (j) pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the indebtedness secured hereby and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the indebtedness secured hereby, this Mortgage and all other documents securing the indebtedness secured hereby and all assignments thereof.

2. Taxes. Mortgagor shall pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefore. The terms "assessments," as used in Paragraph 3 hereof, shall be deemed to include all payments so required.

3. Insurance. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

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4. Damage to Property. In case of loss, Mortgagee (or after entry of decree of foreclosure, the purchaser at the sale or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies with consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. The insurance proceeds may be applied to restoration or repair of the Property damaged provided such restoration or repair is economically feasible. The determination of economic feasibility shall be made solely by Mortgagee. If such restoration or repair is not economically feasible, or if any event of default of Mortgagor has occurred hereunder, the insurance proceeds shall, in either such event be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within fifteen (15) days after notice by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds to the sums secured by this Mortgage.

5. Prepayment. Mortgagor may make prepayments on the principal of the Note secured by this Mortgage in accordance with the terms and conditions, if any, set forth in said Note.

6. Variation. If the payment of the indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

7. Rights of Mortgagee. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the disbursement at the rate stated in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

8. Default. If (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note or this Mortgage; or (b) a petition shall be filed by or against the Mortgagor in voluntary or involuntary bankruptcy or under Chapters 11 or 13 of the Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing; or (c) the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all Mortgagor's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Mortgagor; or (d) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Mortgagor's debts generally as they become due; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor and the same shall

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continue for thirty (30) days after notice, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee become immediately due and payable, together with accrued interest thereon, without further notice to Mortgagor.

9. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.

All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest from the date of disbursement at the rate stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note secured hereby; fourth, any overage to Mortgagor, its legal representatives or assigns, as its rights may appear.

10. Assignment of Rents. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 7 hereof or abandonment of the Property, has the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 6 hereof and prior to initiating any litigation to enforce this instrument, through and including any time prior to the expiration of any period of redemption following judicial sale, Mortgagee, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Mortgagee, or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

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11. Condemnation. With the exception of the pending/threatened condemnation action initiated (or to be initiated) by the Metropolitan Water Reclamation District, Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any other award or any claim for damages for any of the mortgaged Property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

12. Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

13. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail or delivery addressed to the Mortgagor or Mortgagee at the address set forth above or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Notice in the manner provided for in the Note shall constitute proper notice under this Mortgage

14. Forbearance. Any forbearance by Mortgagee 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 right or remedy hereunder.

15. Waivers. Mortgagor waives the benefit and agrees not to invoke any appraisalment, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," not existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage. Mortgagor for Mortgagee and all who may claim through or under Mortgagor waives any and all rights to have the property and estates comprising the mortgaged Property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the mortgaged Property sold as an entirety. Mortgagor hereby waives and releases all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois.

16. Binding. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the singular or plural as the context may require. All obligations of Mortgagor hereunder shall be joint and several if more than one party comprise the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

17. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

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18. Unauthorized Transfer. Any sale, conveyance or other transfer of title to the premises or any portion thereof without Mortgagee's prior written consent shall be an event of default hereunder. Any consent by Mortgagee to, or any waiver of any event which is prohibited under this Paragraph 16 shall not constitute a consent to, or waiver of, any right, remedy or power of Mortgagee upon a subsequent event of default. Notwithstanding the foregoing, Mortgagor may record a construction mortgage on the Property which is junior to the lien of this Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date above first written.

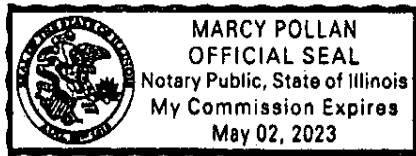
Mortgagor:  
Westchester Rising LLC

By: *Meir Bernath*  
Meir Bernath, its Manager

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Meir Bernath, as Manager of Westchester Rising LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and the said instrument as his own free and voluntary act and as the act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of July, 2020.



*Marcy Pollan*  
Notary Public

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Property of Cook County Clerk's Office



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## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

LOT 30 (EXCEPT THE EAST 10 FEET THEREOF) AND LOT 31, AND THE EASTERLY 10 FEET OF LOT 48 AND LOTS 49, 50, AND 51 AND THE SOUTHERLY 1/2 OF THE VACATED PUBLIC ALLEY ADJOINING LOTS 49, 50, AND 51 ON THE NORTH IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) IN COOK COUNTY, ILLINOIS.

### ALSO

THAT PART OF LOTS 116 AND 117 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE OF LOT 116, WHICH POINT IS 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 116, TO A POINT ON THE WESTERLY LINE OF LOT 117, WHICH IS 80 FEET SOUTHWESTERLY ON THE NORTHWESTERLY CORNER OF SAID LOT 117; THAT PART OF LOT 118 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 119 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 120 LYING NORTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 121 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER, TO A POINT ON THE NORTHERLY LINE OF SAID LOT, 16 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER, ALL IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) IN COOK COUNTY, ILLINOIS.

### ALSO

LOTS 116 THROUGH 121 (EXCEPT THAT PART OF LOTS 116 AND 117 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE OF LOT 116, WHICH POINT IS 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 116, TO A POINT ON THE WESTERLY LINE OF LOT 117, WHICH POINT IS 80 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 117; THAT PART OF LOT 118 LYING NORTHEASTERLY OF

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A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 119 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE 65 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 120 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 121 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER, TO A POINT ON THE NORTHERLY LINE OF SAID LOT, 16 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER) ALL IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

LOT 128 TO 133 AND LOT 134 (EXCEPT THE WEST 10 FEET THEREOF) IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

LOTS 42 THROUGH 46 AND 122 THROUGH 127 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFOROM THAT PART OF LOT 42 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS PURSUANT TO DEED RECORDED ON MAY 30, 2002 AS DOCUMENT NO. 0020606867 AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42; THENCE ON AN ASSUMED BEARING OF SOUTH 02 DEGREES 13 MINUTES 53 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 42 A DISTANCE OF 15.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 22 SECONDS WEST 12.15 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 38 SECONDS WEST 15.00 FEET TO THE NORTHERLY LINE OF SAID LOT 42; THENCE NORTH 87 DEGREES 28 MINUTES 22 SECONDS EAST ALONG SAID NORTHERLY LINE 12.23 FEET TO THE POINT OF BEGINNING.

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ALSO

PARCEL 4:

LOTS 22 TO 29, BOTH INCLUSIVE, AND THE EAST 10 FEET OF LOT 30 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD), THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

- 15-21-200-018-0000
- 15-21-200-019-0000
- 15-21-200-020-0000
- 15-21-200-021-0000
- 15-21-200-022-0000
- 15-21-200-023-0000
- 15-21-200-024-0000
- 15-21-200-025-0000
- 15-21-200-039-0000
- 15-21-200-074-0000
- 15-21-200-075-0000
- 15-21-200-076-0000
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- 15-21-204-024-0000
- 15-21-204-025-0000
- 15-21-204-026-0000
- 15-21-204-150-0000
- 15-21-204-152-0000

Property Address: 9865, 9909, 9919, 9999 & 10001 W. Roosevelt Road & 9914 & 10001 Derby Lane, Westchester, Illinois 60154