

UNOFFICIAL COPY



TRUST DEED

21 667 574

547400

FORM 39 10-66

TEC-1

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made **October 4, 1971**, between **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, TRUSTEE** under Trust Agreement dated 11-16-70 and known as Trust #30444

herein referred to as "Mortgagors", and
CHICAGO TITLE AND TRUST COMPANY,
 an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of **ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED**-----DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER
 and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on **October 4, 1972** with interest thereon from **October 4, 1971** until maturity at the rate of **EIGHT** per centum per annum, payable **quarterly** on the **4th** day of **January** and of **April, July** in each year, ~~and interest thereon at the rate of six percent per annum, payable quarterly on the 4th day of January and of April, July in each year,~~
 all of said principal and interest bearing interest after maturity at the rate of **6 1/2** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **Chicago** Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of **Federal Savings Insurance Corp., 10001 W. Roosevelt Road, Westchester, Cook** Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF **COOK** AND STATE OF ILLINOIS, to wit:

(See Rider attached, consisting of eight pages for legal descriptions)

Mortgagor reserves the right to prepay said loan in whole or in part. For each \$17,000.00 of principal prepaid, trustee will, upon Mortgagor's request, release the lien of this trust deed from any one of the eight parcels of land covered herein.

Upon request by Mortgagor, trustee shall extend the due date of principal payment noted herein for not more than two successive six month periods if Mortgagor has sold at least three parcels prior to October 4, 1972. The right of prepayment shall be without penalty.

THIS IS A PART PURCHASE MONEY MORTGAGE.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), air conditioning, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, and to the benefit of the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written

AMERICAN NATIONAL BANK AND TRUST CO. [SEAL] ASSISTANT SECRETARY

OF CHICAGO, TRUSTEE UNDER TRUST AGREEMENT DATED 11-16-70. [SEAL]

and known as trust of James Pennington & Lance Anderson Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that I personally know to me to be the same person whose name James Pennington & Lance Anderson subscribed to the foregoing Indenture before me this day in person and acknowledged that they signed, sealed and delivered the same to me for the purposes and purposes therein set forth, including the release of the right of homestead.



Witness my hand and Notarial Seal this 3th day of October, 19 71

Notary Public

21 667 574

1300

21 667 574

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereon, or redeem from any tax sale or forfeiture arising out of or under any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be a first and paramount lien in preference to Trustee for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and all become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any such indebtedness on the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any assessment, sale, forfeiture of any lien or title or claim thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest note or in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, and 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documents, law and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, foreman certificates, and similar data and assurance, with respect to title as Trustee or holders of the note may deem to be 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 premises. All expenditures and expenses of the nature as in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof; or (c) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure hereof; or (d) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (e) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured.
8. 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; second, on account of all such items as are mentioned in the preceding paragraph hereof; third, all other items which under the terms hereof constitute a debt or indebtedness additional to that evidenced by the principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest at remaining unpaid on the principal note or interest coupons; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby; or (2) any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal note (with or without the coupons evidencing interest thereon), representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein secured any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the words "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, the interest coupons or this Trust Deed.

RECORDED IN DE

BOOK 50377, P. 111, 112
FILED FOR RECORD
OCT 13 '71 11:58 PM

* 216675 4

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY,
TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Principal Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 537400
CHICAGO TITLE AND TRUST COMPANY, as Trustee,
by [Signature] Assistant Secretary
and
Trust Officer

D NAME F.S. L.I.C.
E STREET 1001 W. Roosevelt
L CITY Westchester, ILLINOIS
I OR
V INSTRUCTIONS
R RECORDER'S OFFICE BOX NUMBER 533
Y

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Parcel 1: 9551 SUMAC

That part of the East 72.97 feet (measured along the South line) of the following taken as a Tract, Lots 8 to 14 both inclusive and the South 4.79 feet of Lots 1 to 7 both inclusive all in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, lying South of a line drawn from a point in the East line of said Tract which is 48.54 feet North of the South East corner of said Tract to a point on the West line of said East 72.97 feet which is 52.31 feet North of the South West corner of said East 72.97 feet in Cook County, Illinois,

(Continued)

ALSO

Parcel 2:

The East 1/52nd of the North 35 feet (measured along the East line and West line) of Lots 1 to 7 both inclusive taken as a Tract in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Parcel 3:

Easements as set forth in the Declaration of Easements, party walls, covenants and restrictions and Exhibit "A" thereto attached, recorded August 4, 1959 as document 17618417 and as created by the mortgage recorded August 26, 1959 as document 17540246.

Permanent Tax No. 09-15-104-035

21 667 574

5. The land referred to in this policy is described as follows:

Parcel 1: 9569 SUMAC

That part of the East 72.97 feet (measured along the South line) of the following taken as a Tract: Lots 8 to 14 both inclusive and the South 4.79 feet of Lots 1 to 7 both inclusive all in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of a line drawn from a point in the East line of said Tract which is 87.46 feet North of the South East corner of said Tract to a point on the West line of said East 72.97 feet which is 91.23 feet North of the South West corner of said East 72.97 feet in Cook County, Illinois,

ALSO

(Continued)

Parcel 2:

The West quarter of the East 4/52nds of the North 35 feet (measured along the East line and West line) of Lots 1 to 7 both inclusive taken as a Tract in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

ALSO

Parcel 3:

Easements as set forth in the Declaration Easements, party walls, covenants and restrictions and Exhibit "A" thereto attached, recorded August 4, 1959 as document 17618417 and as created by the mortgage recorded August 26, 1959 as document 17640246.

Permanent Tax No. 09-15-104-038

21657 574

5. The land referred to in this policy is described as follows:

PARCEL 1: 9348C Noel

That part of the West 84 feet of the East 375.88 feet (both measured along the North line) of the following, taken as a tract: Lots 1 to 7 both inclusive in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian lying South of a line 35 feet (measured along the East line and West line) South of the North line of said Lots taken as a tract 84 feet of the East 375.88 feet which is 62.68 feet South of the North line of said Lots taken as a tract to a point in the West line of said West 84 feet of the East 375.88 feet which is 58.25 feet South of the North line of said Lots taken as a tract;

ALSO

(continued)

PARCEL 2:

The East 1/20ths of the West 20/52nds of the North 35 feet (measured along the East line and West line) of Lots 1 to 7 both inclusive, taken as a tract in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian;

ALSO

PARCEL 3:

Easements as set forth in the Declaration of Easements, party walls, covenants and restrictions and Exhibit "A" thereto attached, recorded August 4, 1959 as document 17618417, and as created by the mortgage recorded January 7, 1960 as document 17751539, all in Cook County, Illinois.

Permanent Tax No. 09-15-104-025

21 667 574

5. The land referred to in this policy is described as follows:

Parcel 1: 9370C Noel

The North 19.50 feet (measured along the East line and the West line) of that part of the West 72.97 feet of the East 437.82 feet (both measured along the South line) of the following taken as a tract: Lots 8 to 14 both inclusive and the South 4.79 feet of Lots 1 to 7 both inclusive all in Block 1 in Hillary Lane being a Subdivision of the West Half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying South of a line drawn from a point in the East line of said West 72.97 feet of the East 437.82 feet which is 88.17 feet North of the South East corner of said West 72.97 feet of the East 437.82 feet to a point on the West line of said West 72.97 feet of the East 437.82 feet which is 91.80 feet North of the South West corner of said West 72.97 feet of the East 437.82 feet in Cook County, Illinois

Also

(continued)

Parcel 2:

The East one seventeenth of the West seventeen fifty seconds of the North 35 feet (measured along the East line and the West line) of Lots 1 to 7 both inclusive taken as a tract in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Also

Parcel 3:

Easements as set forth in the Declaration of Easements, party walls, covenants and restrictions and exhibit "A" thereto attached, recorded August 4, 1959 as document 17618417 and as created by the deed dated July 12, 1971 and recorded July 14, 1971 as document 21545731.

Permanent tax No. 09-15-104-057

21 667 574

UNOFFICIAL COPY

The land referred to in this policy is described as follows:

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Parcel 1: *9586 POTTEE*

The South 19.50 feet (measured along the East line and the West line) of that part of Lots 1 to 7 both inclusive, taken as a tract, all in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian lying West of a line 500.26 feet (measured along the North line of said tract) West of the East line of said tract and North of a line drawn from a point in the West line of said East 500.26 feet (measured along the North line of said tract) which is 82.37 feet South of the North line of said Lots taken as a tract to a point in the West line of said tract, which is 78.06 feet South of the North West corner of said tract in Cook County, Illinois

Also

Parcel 2:

(continued)

The East half of the West two fifty-seconds of the North 35 feet (measured along the East line and the West line) of Lots 1 to 7 both inclusive, taken as a tract in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Also

Parcel 3:

Easements as set forth in the Declaration of Easements, party walls, covenants, and restrictions and Exhibit "A" thereto attached, recorded August 4, 1959 as document 17618417 and as created by the mortgage recorded March 22, 1960 as document 17809552, in Cook County, Illinois

Permanent tax No. 09-15-104-033

21 667 574

4. and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Parcel 1: 93748 NOEL

The West 19.53 feet of the East 457.61 feet (both measured along the North line) of the following taken as a tract: that part of Lots 1 to 7 both inclusive in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois lying South of a line 35 feet (measured along the East line and the West line) South of the North line of said lots taken as a tract and North of the South 4.79 feet of said Lots taken as a tract in Cook County, Illinois

Also

Parcel 2:

The East one hundred cents of the West fourteen fifty-seconds of the North 35 feet (measured along the East line and the West line) of Lots 1 to 7 (continued)

both inclusive taken as a tract in Block 1 in Hillary Lane, being a Subdivision of the West Half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Also

Parcel 3:

Easements as set forth in the Declaration of Easements, party walls, covenants and restrictions and Exhibit "A" thereto attached, recorded August 4, 1959 as document 1767417 and as created by the mortgage recorded February 19, 1960 as document 17785537 in Cook County, Illinois.

Permanent tax No. 09-15-104-030

21 667 574

Cook County Clerk's Office

UNOFFICIAL COPY

5. The land referred to in this policy is described as follows:

Parcel 1: 9346C NOEL

The North 19.5 feet (measured along the East line and the West line) of that part of the West 72.97 feet of the East 364.85 feet (both measured along the South line) of the following, taken as a tract; Lots 8 to 14, both inclusive and the South 4.79 feet of Lots 1 to 7, both inclusive, all in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, lying South of a line drawn from a point in the East line of said West 72.97 feet of the East 364.85 feet which is 87.53 feet North of the South East corner of said West 72.97 feet of the East 364.85

(Continued)

feet to a point on the West line of said West 72.97 feet of the East 364.85 feet which is 91.35 feet North of the South West corner of said West 72.97 feet of the East 364.85 feet in Cook County, Illinois;

ALSO

Parcel 2:

The East 1/24 of the West 24/32 of the North 35 feet (measured along the East line and the West line) of Lots 1 to 7, both inclusive, taken as a tract in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Parcel 3:

Easements as set forth in the Declaration of Easements, party walls, covenants, and restrictions and Exhibit 'A' thereto attached, recorded August 4, 1959 as document 17618417 and as created by the mortgage recorded January 4, 1960, as document 17748361.

Permanent Tax No. 09-15-104-053.

21 667 574

Cook County Clerk's Office

5. The land referred to in this policy is described as follows:

Parcel 1: 9344 A NOEL

That part of the West 83.71 feet of the East 291.88 feet (both measured along the North line of the following taken as a Tract; Lots 1 to 7 both inclusive in Block 1 in Hillary Lane, being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois lying South of a line drawn from a point in the East line of said West 83.71 feet of the East 291.88 feet which is 82.15 feet South of the North line of said Lots taken as a Tract to a point in the West line of said West 83.71 feet of the East 291.88 feet which is

(Continued)

77.85 feet South of the North line of said Lots, taken as a Tract and North of the South 4.9 feet of said Lots taken as a Tract in Cook County, Illinois.

ALSO

Parcel 2:

The West 1/24ths of the East 24/52nds of the North 35 feet (measured along the East line and West line) of Lot 1 to 7 both inclusive taken as a Tract in Block 1 in Hillary Lane being a Subdivision of the West half of the North East quarter of the North West quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

ALSO

Parcel 3:

Easements as set forth in the declaration of easements, party walls, covenants and restrictions and Exhibit "A" thereto attached recorded August 4, 1959 as document 17618417 and created by the mortgage recorded December 4, 1959 as document 17728024 all in Cook County, Illinois.

Permanent Tax No. 09-15-104-024

21 667 574

END OF RECORDED DOCUMENT