

3/6/2022 02764.PT

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\*2223001155\*

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc# 2223001155 Fee \$67.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/18/2022 12:15 PM PG: 1 OF 9

The property identified as: PIN: 02-34-300-011-0000

Address:

Street: 6727 North Olmstead Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: SomerCor 504, Inc.

Borrower: Ala Carte Entertainment Limited Partnership

Loan / Mortgage Amount: \$4,397,000.00

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.

PREMIER TITLE

Property of Cook County Clerk's Office

Certificate number: D85D4D51-FB51-484A-A056-908AC9D3F44B

Execution date: 7/12/2022

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**PREPARED BY:**

SomerCor 504, Inc.  
601 South LaSalle Street, Suite 510  
Chicago, Illinois 60605

**WHEN RECORDED MAIL TO:**

SomerCor 504, Inc.  
601 South LaSalle Street, Suite 510  
Chicago, Illinois 60605

SBA Loan #: 15923691-06  
SBA Loan Name: Moretti's Pizza Palace & BBQ, Inc.  
Note Maturity: 25 years

**SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY****MORTGAGE**

This MORTGAGE ("Mortgage") is made and entered into as of this 12<sup>th</sup> day of July, 2022, by and between Ala Carte Entertainment Limited Partnership, a Delaware Partnership (hereinafter referred to as Mortgagor) and SOMERCOR 504, INC. (hereinafter referred to as either Mortgagee or CDC), who maintains an office and place of business at 601 South LaSalle Street, Suite 510, Chicago, Illinois 60605.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors and assigns, all of the property legally described in Exhibit A, situated and being in the City of Chicago, County of Cook, State of Illinois ("Real Property"), free from all rights and benefits under and by virtue of the homestead exemption laws; together with and including all buildings, water rights, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder); To have and to hold the same unto the Mortgagee and the successors in interest of the Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagor covenants that Mortgagor is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that Mortgagor binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment or guaranty of payment of a promissory note ("Promissory Note") dated of even date herewith in the principal sum of \$4,397,000.00.

Said Promissory Note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with Title 13 CFR Section 101.106(b) of the Rules and Regulations relating to the Small Business Administration), this instrument is to be construed and enforced in accordance with applicable Federal law.

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1. The Mortgagor covenants and agrees as follows:
  - a) To promptly pay the indebtedness evidenced by said Promissory Note at the times and in the manner therein provided;
  - b) To pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said Mortgagee;
  - c) To pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by Mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the Mortgagor;
  - d) For better security of the indebtedness hereby secured, upon the request of the Mortgagee, its successors or assigns, Mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to Mortgagee). Furthermore should Mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Mortgagor hereby agrees to permit Mortgagee to cure such default, but Mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions;
  - e) The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said Promissory Note or any part thereof secured hereby;
  - f) To continuously maintain hazard insurance, of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of the Mortgagee, may be surrendered for a refund;
  - g) To keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the Mortgagor to keep the buildings on said property and those erected on said property, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payments shall be immediately due and payable; and shall be secured by the lien of this mortgage;
  - h) To not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that Mortgagor will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said property.
  - i) To not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the Mortgagee;
  - j) All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of the Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

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k) The Mortgagee shall have the right to inspect the mortgaged property at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its assignees (it being agreed that the Mortgagor shall have such right until default). Upon such default, the Mortgagee shall become the owner of all the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The Mortgagor covenants and agrees that if Mortgagor shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Promissory Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Mortgagee or assigns, regardless of maturity, and the Mortgagee or its assigns may before or after entry sell said property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal):

- (a) at judicial sale pursuant to the provisions of 28 U.S. Code Section 2001(a); or
- (b) at the option of the Mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the Mortgagor (and said Mortgagee, or any person on behalf of said Mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The Mortgagee is hereby authorized to execute for and on behalf of the Mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said Mortgagor hereby constitutes and appoints the Mortgagee or any agent or attorney of the Mortgagee, the agent and attorney in fact of said Mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the Mortgagor, all of which are hereby expressly waived and conveyed to the Mortgagee; or
- (c) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the Mortgagor or any persons in possession under the Mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale here in above granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Promissory Note, the Mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the Mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee or other expense charged against the property, the Mortgagee is hereby authorized at its

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option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the Mortgagor shall pay and discharge the indebtedness evidenced by said Promissory Note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the Mortgagor pursuant to the provisions of this instrument shall be addressed to the Mortgagor at 2330 Hammond Drive #G, Schaumburg, IL 60173-3868, and any written notice to be issued to the Mortgagee shall be addressed to the Mortgagee at 500 West Madison, Suite 1150, Chicago, Illinois 60661.

11. Mortgagor on behalf of herself/himself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

12. Mortgagor hereby releases and waives all rights under and by the homestead exemption laws of this state.

13. Mortgagee may, at Mortgagee's option declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Mortgagee's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of the Real Property or any right, title or interest in the Real Property; whether voluntary or involuntary; whether by outright sale, deed or installment sale contract, land contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal law or by Illinois law.

14. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Promissory Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or State law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Promissory Note secured by this instrument.

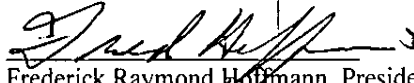
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IN WITNESS WHEREOF, the Mortgagor has executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Ala Carte Entertainment Limited Partnership

**Hoffmann**

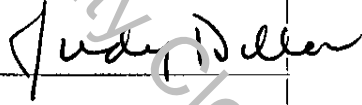
By: ~~Hoffman~~ Enterprises, Inc., General Partner,

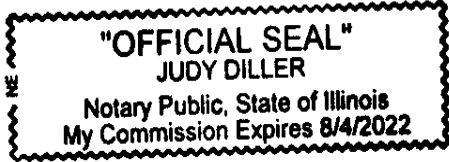
by:   
Frederick Raymond Hoffmann, President

STATE OF ILLINOIS )  
  )  
COUNTY OF COOK     )

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Frederick Raymond Hoffmann, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 12<sup>th</sup> day of July, 2022.





My Commission Expires: 8/4/2022

Property of Cook County Clerk's Office



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## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

LOT 16, 17, 18, 19 AND 20 (EXCEPT THE SOUTH EASTERLY 2 FEET OF LOT 20) IN BLOCK 4 IN EDISON PARK IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2A:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23, 1765.39 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST 1/4 250.0 FEET THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 27 MINUTES 12 SECONDS AS MEASURED FROM EAST TO SOUTHEAST WITH A PROLONGATION OF THE LAST DESCRIBED LINE 302.98 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE SOUTH 1565.39 FEET OF THE WEST 1/2 OF THE SAID NORTHWEST 1/4 484.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AS MEASURED ALONG SAID LINE THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTH 1565.39 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 484.0 FEET TO WEST LINE OF SAID NORTHWEST 1/4 THENCE NORTH ALONG SAID WEST LINE OF THE NORTHWEST 1/4 200.0 FEET TO THE PLACE OF BEGINNING EXCEPT THEREFROM THE WEST 50.0 FEET MEASURED AT RIGHT ANGLES THEREOF OF THE SAID NORTHWEST 1/4 IN COOK COUNTY, ILLINOIS

### PARCEL 2B:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALGONQUIN ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: -COMMENCING AT A POINT ON THE CENTER LINE OF ALGONQUIN ROAD, 532.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID CENTER LINE, OF THE INTERSECTION OF SAID CENTER LINE WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD, 50.0 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AND A PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID ROAD, 246.90 FEET TO A POINT ON SAID SOUTHWESTERLY LINE, 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD WITH THE WEST LINE OF THE EAST 473.11 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID ROAD, 165.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1565.39 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 1565.39 FEET OF THE WEST 1/2 OF SAID NORTHWEST 1/4, 109.81 FEET TO A POINT ON SAID NORTH LINE WHICH IS 484.0 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 BEING ALSO A POINT ON THE CENTER LINE OF A DRAINAGE EASEMENT; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID DRAINAGE EASEMENT, 153.53 FEET TO AN INTERSECTION WITH SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF ALGONQUIN ROAD; THENCE NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD, 184.58 FEET TO THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AND THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

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## PARCEL 3A:

LOT 4 IN TOLLWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 33 AND PART OF THE WEST 1/2 OF SECTION 34 IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 3B:

LOT 2 IN ITM, INC. RESUBDIVISION IN SCHAUMBURG, BEING A RESUBDIVISION OF LOT 3 (EXCEPTING THE NORTHERLY 499.95 FEET, AS MEASURED ALONG AND PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 3, AND ALSO EXCEPTING THE WESTERLY 13.24 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 3) ALL IN TOLLWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 33 AND PART OF THE WEST HALF OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

THE EAST 223.75 FEET OF THE WEST 417.49 FEET (MEASURED ON THE SOUTH LINE) OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 417.49 FEET EAST OF THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 AND RUNNING THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 657.08 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF LAKE STREET; THENCE SOUTH 61 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LAKE STREET FOR A DISTANCE OF 219.19 FEET TO AN ANGLE IN SAID SOUTHERLY LINE OF LAKE STREET; THENCE SOUTH 65 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 189.79 FEET TO A POINT; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, A DISTANCE OF 514.83 FEET TO THE SOUTH WEST CORNER OF SAID NORTHEAST 1/4; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 151.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

THAT PART OF LOTS 24, 25 AND 26 IN BLOCK 4 IN EDISON PARK, A SUBDIVISION OF SECTION 36, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: BEGINNING AT EASTERLY CORNER OF LOT 26, THENCE RUNNING SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 26, 52 FEET AND 5/8 INCHES; THENCE RUNNING NORTHWESTERLY PARALLEL WITH NORTHEASTERLY LINE OF SAID LOTS 25 AND 26, 61 FEET 3 INCHES TO SOUTHEASTERLY LINE OF SAID LOT 24; THENCE RUNNING NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID LOTS 24, 24 FEET 5 5/8 INCHES TO A POINT DISTANT 27 FEET 6 INCHES SOUTHWESTERLY FROM EASTERLY CORNER OF SAID LOT 24, MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID LOT 24, THENCE NORTHWESTERLY PARALLEL WITH NORTHEASTERLY LINE OF SAID LOT 24 15 FEET THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOTS 24, 27 FEET 6 INCHES TO NORTHEASTERLY LINE OF SAID LOT 24, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 24, 25 AND 26, 73 FEET 3 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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## PARCEL 8:

PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR PASSAGE, INGRESS AND EGRESS, LIGHT, AIR AND VIEW FOR THE BENEFIT OF PARCEL 7 OVER 2 STRIPS OF GROUND FORMING A "L" SHAPED PARCEL AND BEING DESCRIBED AS FOLLOWS: (A) A STRIP OF GROUND 10 FEET WIDE AND 33 FEET 6 INCHES LONG BOUNDED AS FOLLOWS: BEGINNING AT A POINT DISTANT 73 FEET 3 INCHES NORTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 26 ON NORTHEASTERLY LINE OF LOT 24, THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 24, THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 24, 10 FEET THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 2, 33 FEET 6 INCHES TO THE NORTHEASTERLY LINE OF SAID LOT 24; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, 10 FEET TO POINT OF BEGINNING (B) A STRIP OF GROUND 6 FEET WIDE AND 15 FEET LONG BOUNDED AS FOLLOWS: BEGINNING AT A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 24 DISTANT 27 FEET, 6 INCHES SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 24 MEASURED ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 24, THENCE NORTHWESTERLY ALONG THE BOUNDARY LINE OF SAID PREMISES FIRST HEREINABOVE DESCRIBED PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 24, 15 FEET TO THE BOUNDARY LINE OF SAID 10 FOOT STRIP HEREINABOVE DESCRIBED; THENCE SOUTHWESTERLY ALONG THE BOUNDARY LINE OF SAID 10 FOOT STRIP PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 24, 6 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 24, 15 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 24; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 24, 6 FEET TO POINT OF BEGINNING

## ALSO

TOGETHER WITH A PERPETUAL RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, ALTER AND RENEW, IN, ON, ALONG THE NORTHEASTERLY 4 FEET OF SAID 6 FOOT STRIP HEREINABOVE DESCRIBED, A STAIRWAY TO THE BASEMENT OF ANY BUILDING NOW OR HEREAFTER EXISTING ON SAID PREMISES FIRST HEREINABOVE DESCRIBED, WITH THE OBLIGATION TO CONSTRUCT AND MAINTAIN A SUITABLE RAILING AROUND THE OPENING IN WHICH SAID STAIRWAY SHALL BE LOCATED, CREATED IN DEED DATED SEPTEMBER 17, 1928 AND RECORDED SEPTEMBER 18, 1928 AS DOCUMENT 10150019 FROM HERMAN W. FREUND TO THE ILLINOIS BELL TELEPHONE COMPANY AND RE-RECORDED NOVEMBER 20, 1928 AS DOCUMENT 10211345.

## PARCEL 10:

LOTS 27 AND 28 IN BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#'S: 02-34-300-011-0000, 02-34-300-057-0000, 06-28-202-006-0000, 06-28-202-007-0000, 08-23-101-036-0000, 08-23-101-037-0000, 09-36-304-002-0000, 09-36-304-003-0000, 09-36-304-004-0000, 09-34-304-006-0000, 14-33-110-004-0000

## COMMONLY KNOWN AS:

6727 North Olmsted Avenue, Chicago, IL 60631-1329  
 1799 South Busse Road, Mount Prospect, IL 60056-5504  
 871 East Algonquin Road, Schaumburg, IL 60173-3807  
 1175 West Lake Street, Bartlett, IL 60103-1528  
 6666 North Oliphant Avenue, Chicago, IL 60631-1321  
 2251 North Lincoln Avenue, Chicago, IL 60614-3717