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66-77-009 D

THIS INDENTURE, made this 15th day of February, A. D. 19 79, between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated the 15th day of February 19 79, and known as Trust Number 4534, herein referred to as "First Party," and Harold J. Gouvens

herein referred to as Trustee, witnesseth:

1700

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF

Two Hundred Thousand and no/100's _____ DOLLARS, made payable to BEAVER and delivered, in and by

which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in instalments as follows: monthly instalments of Two Thousand (2,000) Dollars each commencing

on the 15th day of March 19 79 and monthly instalments of Two Thousand Three Hundred ninety eight and no/100 (\$2,398.00) or more Dollars each commencing on the 15th day of Sept. 79 and on the 15th day of each month thereafter, with the entire balance if not sooner paid due on the 15th day of January 15, 1994.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Dolton 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 The First National Bank in Dolton in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF _____ AND STATE OF ILLINOIS, to wit:

(Legal description, consisting of pages 1 through 5, attached hereto and made a part hereof as "Exhibit A")

510-916-015

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAY 25 '79 9 00 AM

Harold J. Gouvens
RECORDED FOR DEED

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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 First Party, its successors or assigns 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), screens, 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 in the premises by First Party or its 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 upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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) complete within a 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) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 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, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall 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 of the provisions of this paragraph.

2. 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 tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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.

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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's 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) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 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 after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for

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such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then 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 times when First Party, its successors or assigns, 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 by 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.

7. 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.

8. 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.

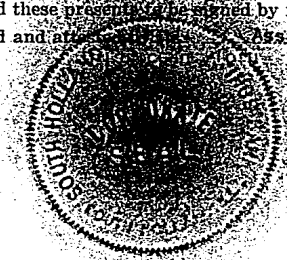
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described 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 note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 of 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.

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THIS TRUST DEED is executed by the South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said South Holland Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said South Holland Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ Vice President, and its corporate seal to be hereunto affixed and attested by its _____ Asst. Secretary, the day and year first above written.



SOUTH HOLLAND TRUST & SAVINGS BANK,
As Trustee As Aforesaid and Not Personally

By Jack J. Dunlop Vice President

ATTEST Paul H. Dunlop Asst. Secretary

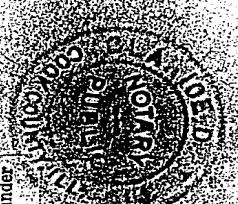
STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

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I, Clarice D. Toth, a notary public in and for said County, in the State aforesaid, do hereby certify that Jack Dalenbers, Vice President of South Holland Trust & Savings Bank, a corporation, and Rose Aschbrenner, Asst. Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation, to said Instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of May, A. D. 1979.

Clarice D. Toth
Notary Public
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires Mar. 12, 1981



The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

IMPORTANT
For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

BOX 533

Box _____

TRUST DEED

SOUTH HOLLAND TRUST & SAVINGS BANK, as Trustee

TO _____

RETURN TO:
First National Bank in Dolton
14122 Chicago Rd.
Dolton, IL 60419
Vander Zee

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EXHIBIT A

Legal Description of the
Real Property Commonly Known As
9351 Genoa Avenue, Chicago, Illinois

PARCEL 1:

THAT PART OF VACATED LOTS 17 TO 20 BOTH INCLUSIVE IN BLOCK 13 AND OF VACATED SOUTH GENOA AVENUE WEST OF AND ADJOINING SAID LOTS DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF SAID LOT 17; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 200.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK TO THE POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS
ALSO

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PARCEL 2:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 80.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 80.0 FEET; THENCE WEST 168.0 FEET TO THE POINT OF BEGINNING ALL IN THE HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS
ALSO

PARCEL 3:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 208.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING ON THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM THE NORTH TO EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.61 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13; THENCE EAST ALONG SAID LINE AND NORTH LINE OF BLOCK 13 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE 169.88 FEET TO A POINT 280.0 FEET NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TOGETHER WITH LOTS 2, 3 AND 4 OF SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS ALSO

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO FRED P. TASNER AND BARBARA P. TASNER DATED FEBRUARY 14, 1961 AND RECORDED FEBRUARY 14, 1961 AS DOCUMENT NO. 18084345 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED, AND A PART OF BLOCK 14, NOW VACATED, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(A) A 30.0 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET SAID POINT OF BEGINNING BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTH EAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14, 125.0 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT 97.9 FEET TO THE POINT OF TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO A POINT SAID POINT BEING ON A LINE PROJECTED WESTERLY

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AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13, OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED AS: (A) ABOVE; THENCE SOUTHEASTERLY PARALLEL WITH AND 15 FEET EASTERLY FROM SAID CENTER LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 17 EXTENDED WESTERLY; THENCE EASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS
ALSO

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION IN CHATRAM BANK OF CHICAGO, A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1961 ALSO KNOWN AS TRUST NUMBER 172 DATED FEBRUARY 14, 1962 AND RECORDED FEBRUARY 23, 1962 AS DOCUMENT NO. 18408759 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED, AND A PART OF BLOCK 14, NOW VACATED, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(A) COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTH EAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14 A DISTANCE OF 125.0 FEET TO A POINT; THENCE ALONG THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT, 97.9 FEET TO THE POINT TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE, A DISTANCE OF 159.5 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13; THENCE CONTINUING NORTHWESTERLY 26.9 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 33 DEGREES 36 MINUTES CURVE TO THE RIGHT, 53.3 FEET TO A POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 280.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND (B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED TO A POINT LYING 15

FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED IN (A) ABOVE; THENCE NORTHERLY ALONG A LINE LYING 15 FEET EASTERLY OF AND PARALLEL TO SAID CENTERLINE TO A POINT IN A LINE DRAWN 280.0 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE DRAWN 368.0 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 13; THENCE SLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING, EXCEPTING FROM THE FOREGOING PARCELS 4 AND 5 THOSE PARTS THEREOF FALLING IN THE FOLLOWING DESCRIBED PARCEL OF LAND; COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 26.11 FEET EAST OF THE SOUTH EAST CORNER OF VACATED BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF VACATED SOUTH GENOA AVENUE, 129.45 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, HAVING A RADIUS OF 220.65 FEET, CONVEX TO THE EAST, AND ARC DISTANCE OF 79.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE AFORESAID CURVE AN ARC DISTANCE OF 12.40 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG A TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 190.96 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE, HAVING A RADIUS OF 174.24 FEET, CONVEX TO THE WEST, AN ARC DISTANCE OF 51.16 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF AFORESAID LOT 4, A DISTANCE OF 47.29 FEET TO THE INTERSECTION WITH A LINE 398.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 13 IN THE AFORESAID ADDITION; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 239.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 16581 DATED DECEMBER 20, 1963 AND RECORDED DECEMBER 27, 1963 AS DOCUMENT NO. 19008850 FOR A PRIVATE DRIVE ON, OVER AND ACROSS: A TRACT OF LAND IN BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM NORTH TO EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.51

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FEET TO A POINT ON THE NORTH LINE OF BLOCK 14 (WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13); THENCE WEST ON THE NORTH LINE OF BLOCK 14 A DISTANCE OF 33.02 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 114 DEGREES 42 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 81.61 FEET; THENCE SOUTHERLY A DISTANCE OF 105.0 FEET MORE OR LESS TO A POINT 280.0 FEET NORTH OF THE WESTERLY EXTENSION, OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13 AND 239.0 FEET WEST OF THE EAST 200.0 FEET OF BLOCK 13; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION A DISTANCE OF 71.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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END OF RECORDED DOCUMENT