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DEED OF TRUST

This Deed of Trust, made this December 30, 1980, from BOTABA REALTY COMPANY, a Texas general partnership having an address at 3200 Fort Worth National Bank Building, Fort Worth, Texas 76102, as grantor (the Grantor), to Gilbert O. Dempsey, whose address is c/o the First National Bank of Boston, 100 Federal Street, Boston, Massachusetts 02110, as trustee (the Trustee) and to THE FIRST NATIONAL BANK OF BOSTON, a national bank whose address is 100 Federal Street, Boston, Massachusetts 02110, as beneficiary (together with its successors and assigns called the Beneficiary).

68-08-887

Subject and pursuant to all of the terms and provisions of a Revolving Credit Loan and Security Agreement, dated December 30, 1980, and made pursuant to and in accordance with the laws of the Commonwealth of Massachusetts, between the Grantor and the Beneficiary (hereinafter called the Loan Agreement), Beneficiary has made, and hereafter, from time to time will make loans, on a revolving basis, to Grantor not exceeding \$55,500,000 in the aggregate outstanding at any one time (hereinafter called the Loan).

NOW, THEREFORE, in consideration of \$10 and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged, to secure the payment of the principal of and interest on the Loan and the payment, performance and discharge of all other indebtedness and other obligations now or hereafter owing by Grantor to Beneficiary under the Loan Agreement (Loans), Grantor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto the Trustee, and unto the successor or substitute Trustee hereinafter provided, all of Grantor's right, title and interest in and to:

- (a) the property described in Schedule A hereto (hereinafter called the Property);

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- (b) all of the Grantor's right, title and interest in buildings, improvements, alterations or appurtenances now standing or at any time hereafter constructed or placed upon the Property or any part thereof (hereinafter called the Improvements);
- (c) all of the Grantor's rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Property and/or the Improvements belonging or in anywise appertaining thereto and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or goes of land adjoining the said Property or any part thereof;
- (d) all of Grantor's right, title and interest in rents, income, profits and other benefits arising from the use or enjoyment of all or any portion of the Property and/or the Improvements;
- (e) Grantor's interest as landlord in all leases covering various portions of the Property and/or Improvements;
- (f) all of Grantor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, state or Federal authorities or Boards to the present and all subsequent owners of the Property and/or the Improvements, including any award or awards for a taking of title, possession or right of access to a public way or for any change or changes of grade of streets affecting the Property and/or the Improvements; and
- (g) all the estate, right, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in possession or expectation of, in and to the Property and all other Property referred to in clauses (a) through (f) above (the Property and all other property referred to in clauses (a) through (g) being hereinafter called the Trust Estate);

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SUBJECT, HOWEVER, TO:

- (a) easements, building and use restrictions of record, zoning laws and ordinances, minor encroachments and other irregularities in title and other similar encumbrances which do not individually, or in the aggregate materially detract from the value of the Trust Estate or impair the use thereof for the purposes intended or subject such use to the risk of being impaired;
- (b) taxes and assessments not yet overdue; and
- (c) mortgages and deeds of trust set forth on Schedule B hereto (hereinafter called the First Deeds of Trust); (the exceptions listed in clauses (a), (b) and (c) above being collectively called Permitted Encumbrances).

TO HAVE AND TO HOLD the same unto Trustee, its successors and assigns, nevertheless, forever.

IN TRUST, NEVERTHELESS, with power of sale, for the benefit of Beneficiary and for the enforcement of the payment of the Loan (including principal and interest) in accordance with the terms of the Loan Agreement and of all other sums payable thereunder and the performance thereof.

THE CONDITION OF THESE PRESENTS is such that if Grantor shall pay or cause to be paid the principal of and interest on the Loan and all other indebtedness secured hereby, as and when the same shall become due and payable, then this Deed of Trust and the estate and rights hereby granted shall be void, otherwise to remain in full force and effect.

I. WARRANTY OF TITLE

To induce Beneficiary to make the Loan, Grantor hereby represents and warrants that Grantor has good and indefeasible title in fee simple to the Trust Estate free and clear of any liens, charges, encumbrances, trusts, security interests and adverse claims whatsoever except this Deed of Trust and Permitted Encumbrances.

II. AFFIRMATIVE COVENANTS

Grantor hereby covenants and agrees that until the entire principal of and interest on the Loan and all other indebtedness secured hereby shall have been paid in full, it will:

2.1. Legal Requirements. Promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements which may be applicable to the Trust Estate, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Trust Estate, or any part thereof.

2.2. Impositions. Duly pay and discharge, or cause to be paid and discharged, not later than the due date or prior to the expiration of any period of grace thereof, all taxes, assessments, fees and other governmental charges (and any interest or costs with respect thereto) and all charges for any easement or agreement maintained for the benefit of the Trust Estate, general or special, ordinary or extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time prior to or after the execution of this Deed of Trust may be assessed, levied or imposed upon, the Trust Estate or the rent or income received therefrom, or any use or occupancy thereof (hereinafter called Impositions); and furnish to Beneficiary, at least 10 days before delinquency or before the expiration of any period of grace with respect thereto, as the case may be, receipts (or copies thereof) of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Beneficiary evidencing the payment of all Impositions, or upon the request of Beneficiary. Notwithstanding the foregoing, Grantor may, at its own expense, after prior written notice to Beneficiary with respect to any material item, contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence, the

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amount, validity or application, in whole or in part, of any Imposition if (i) such proceedings shall suspend the collection thereof from Grantor and from its property, (ii) Grantor shall have established on its books a reserve in the full amount of such contested Imposition, and (iii) Grantor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by Beneficiary.

2.3. Trust Estate. Permit Beneficiary, at all reasonable times during business hours to inspect the Trust Estate; and defend at its own cost and expense, any action, proceeding or claim affecting the Trust Estate.

III. NEGATIVE COVENANTS

Grantor further covenants and agrees that until the entire principal of and interest on the Loan and all other indebtedness secured hereby shall have been paid in full, it will not use the Trust Estate or any part thereof or allow the same to be used or occupied for any unlawful purpose or in violation of any certificate or permit of occupancy or use or certificate of compliance covering or affecting the use thereof; suffer any act to be done or any condition to exist on the Trust Estate or any part thereof or any article to be brought thereon, which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto; commit or knowingly permit to be made any alterations or additions to the Trust Estate which would have the effect of materially diminishing the value thereof; permit any liens or encumbrances to attach to the Trust Estate or modify or amend any First Deed of Trust, including but not limited to the taking of further advance thereunder, without obtaining the prior written consent to Beneficiary.

IV. DEFAULT

4.1. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

4.1.1. Default under Loan Agreement. Any event that shall constitute an event of default under the Loan Agreement.

4.1.2. Breach of Covenant. Grantor shall fail to duly observe or perform any covenant or agreement made by Grantor in or pursuant to this Deed of Trust, and the same shall continue for a period of 10 days after written notice thereof by the holder thereof to Grantor (provided, however, that if such default is curable and by its nature cannot reasonably be cured within 10 days, such curative period shall be extended for the period necessary to effect such cure so long as Grantor shall commence such cure within such 10-day period and shall proceed continuously, with due diligence and in good faith to cure such default).

4.1.3. Breach of Warranty. The representation and warranty made by Grantor in Section I above of this Deed of Trust, shall be determined by the holder thereof to have been false or misleading in any material respect as of the date on which the same was made.

4.1.4. Proceedings of Holder of a First Deed of Trust. A holder of any First Deed of Trust shall institute foreclosure or other proceedings for the enforcement of its remedies thereunder and the same shall not be vacated, set aside or stayed within 45 days from the date of institution of foreclosure or other proceedings.

4.1.5. Taxing Loan Indebtedness or Deeds of Trust. The state in which the Property is located shall pass

any law (i) changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of collecting any such taxes which would materially and adversely affect the interest of Beneficiary hereunder, or (ii) imposing a tax either directly or indirectly on the Loan (unless Grantor is permitted by law to pay, and pays, such tax in addition to all other payments required under the Loan Agreement).

4.2. Remedies. If an Event of Default shall occur and be continuing, Beneficiary may, at its option:

4.2.1. Possession. Enter upon the Trust Estate and take possession thereof and of all books, records, and accounts relating thereto.

4.2.2. Use of Trust Estate. Hold, lease, operate or otherwise use or permit the use of the Trust Estate, or any portion thereof, in such manner, for such time and upon such terms as Beneficiary may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto from time to time as Beneficiary shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith.

4.2.3. Sale of Trust Estate. Sell the Trust Estate pursuant to the power of sale granted herein or fore-close upon and sell the Trust Estate in whole or in part (the privilege of selling in whole or in part being hereby granted),

(a) under the judgment or decree of a court of competent jurisdiction; or

(b) by sale at auction in accordance with the law of the state in which the Property is located; or

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(c) in any other manner now or hereafter provided by law relating to the sale of real property or by Article 9 of the Uniform Commercial Code as in effect in the state in which the Property is located relating to the sale of personal property.

Grantor hereby waiving all appraisement, valuation, stay, extension and redemption laws now or hereafter in force in the state in which the Property is located and any right to have the Trust Estate marshalled. At any such sale Beneficiary may purchase the Trust Estate, or any part thereof, and Grantor shall receive a credit for the Loan, to the extent of the unpaid principal and accrued interest thereon, against the purchase price.

4.2.4. Other. Exercise any other remedy specifically granted under this Deed of Trust or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

4.3 Application of Proceeds. The proceeds of any sale and the earnings of any holding, leasing, operating or other use shall be applied by Beneficiary in the following order:

- (a) first, to the payment of the reasonable expenses of taking possession of the Trust Estate and of holding, using, leasing, repairing, improving and selling the same;
- (b) second, to the payment of reasonable attorneys' fees and other legal expenses;
- (c) third, to the payment of accrued and unpaid interest on the Loan;
- (d) fourth, to the payment of the unpaid portion of the principal of the Loan; and
- (e) fifth, to the payment of all other indebtedness secured by this Deed of Trust.

Any surplus shall be paid to Grantor.

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4.4. Prepayment. If following the occurrence of an Event of Default hereunder and an acceleration of the principal and interest on the Loan, Grantor shall tender payment of an amount sufficient to satisfy the entire indebtedness secured hereby at any time prior to a sale of the Trust Estate, then such tender shall be deemed to be a prepayment under the Loan Agreement.

V. CONDEMNATION

5.1. Assignment of Proceeds. Grantor hereby assigns, transfers and sets over to Beneficiary all rights of Grantor to any award or payment in respect of (i) any taking of all or a portion of the Trust Estate as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (ii) any such taking of any appurtenances to the Trust Estate or of vaults, areas of projections outside the boundaries of the Trust Estate, or rights in, under or above the alleys, streets, or avenues, or for the taking of space of rights therein, below the level of, or above the Trust Estate; and (iii) any damage to the Trust Estate due to governmental action, but not resulting in a taking of any portion of the Trust Estate such as, without limitation, the taking of title, possession, or right of access to a public way or of the changing of the grade of any street adjacent to the Trust Estate.

5.2. Prosecution of Claim. Grantor hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected.

VI. MISCELLANEOUS.

6.1. Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth herein shall survive the making of the Loan and the execution and delivery of the Loan Agreement and all other instruments and agreements executed in connection therewith, and shall continue

in full force and effect until such Loan and all other indebtedness secured hereby shall have been paid in full; and all covenants and agreements shall run with the Trust Estate.

6.2. Further Assurances. Grantor agrees that at any time, and from time to time, it will upon the request of Beneficiary, execute and deliver such further documents and do such further acts and things as Beneficiary may reasonably request in order fully to effect the purposes of the Loan Agreement and to subject to the lien of this Deed of Trust any property intended by the provisions hereof to be covered hereby.

6.3. Performance of Grantor's Obligations. If Grantor shall fail to make any payment or perform any act required by this Deed of Trust, Beneficiary may, but shall not be obligated to, at any time thereafter, without notice to or demand upon Grantor and without waiving or releasing any obligation or default, make such payment or perform such act for the account of and at the expense of Grantor, and Beneficiary shall have the right to enter upon the Trust Estate for such purpose and to take all such action thereon as may be necessary or appropriate for such purpose. If Beneficiary shall elect to pay an Imposition, it may do so in reliance on any bill, statement or assessment obtained from the appropriate public office, without inquiring into the accuracy thereof or into the validity of such Imposition. If Beneficiary shall elect to make any payment to protect the security intended to be created by this Deed of Trust, it shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. All sums so paid, and all costs and expenses (including, but not limited to, reasonable attorney's fees) so incurred plus interest thereon at the rate of 15% per annum from the date of payment or incurring, shall constitute additional indebtedness secured by the lien of this Deed of Trust and

Grantor shall pay the same to Beneficiary upon demand. Grantor shall indemnify Beneficiary and Trustee of all losses and expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by Beneficiary or Trustee by reason of any acts performed by it pursuant to the provisions of this subsection or by reason of this Deed of Trust, and any funds expended by Beneficiary or Trustee to which it shall be entitled to be indemnified, plus interest thereon at the rate of 15% per annum from the date of such expenditures, shall constitute additional indebtedness secured by the lien of this Deed of Trust, and Grantor shall pay the same to Beneficiary or Trustee upon demand.

6.4. Rights, Remedies, Powers. Each and every right, remedy and power granted to Beneficiary or Trustee hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted or now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by Beneficiary or Trustee from time to time concurrently or independently and as often and in such order as Beneficiary may deem expedient. Any failure or delay on the part of Beneficiary in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect its right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. In the event Beneficiary or Trustee shall have proceeded to enforce any such right, remedy or power and such proceedings shall have been determined adversely to Beneficiary, then in each such event, Grantor and Beneficiary shall be restored to their former positions and the rights, remedies and powers of Beneficiary shall continue as if no such proceedings had been taken.

6.5. No Representations by Beneficiary. By accepting or approving anything required to be observed, performed, or fulfilled, or to be given to Beneficiary, pursuant to the provisions of this Deed of Trust, Beneficiary shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provisions or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Beneficiary.

6.6. Modification, Waiver, Consent. Any modification or waiver of any provisions of this Deed of Trust or any consent to any departure by Grantor therefrom, shall not be effective in any event unless the same is in writing and signed by Beneficiary, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on Grantor in any event not specifically required of Beneficiary hereunder shall not entitle Grantor to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

6.7. Communications. Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and be given by personal delivery or sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended at its address set forth in the preamble hereof; provided, that any party may change its address for purposes of receipt of any such communication by giving ten days' written notice of such change to the other parties in the manner above prescribed.

6.8. Governing Law. This Deed of Trust shall be deemed to have been made under, and shall be governed by the laws of the state in which the Property is located with respect to the provisions for the enforcement of the rights and remedies of the Beneficiary hereunder and the laws of the Commonwealth of Massachusetts in all other respects.

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6.9. Severability. If any provision of this Deed of Trust is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provisions shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof; provided, however, that any such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction; and provided, further, that where the provisions of any such applicable law may be waived, they hereby are waived by Grantor to the full extent permitted by law to the end that this Deed of Trust shall be deemed to be a valid and binding agreement in accordance with its terms.

6.10. Binding Effect. This Deed of Trust shall be binding and shall inure to the benefit of the respective successors and assigns of Grantor and Beneficiary.

6.11. Subordination. Notwithstanding any other provision hereof, this Deed of Trust shall be junior and subordinate to the First Deeds of Trust.

6.12. Successor Trustee. In case of the absence or death or the inability, refusal or failure to act of the Trustee or if Beneficiary shall desire, with or without cause, a successor and substitute Trustee may be appointed by Beneficiary without formality other than written appointment and designation; and this conveyance shall vest in such successor and substitute, as Trustee, the estate and title of Trustee in the Trust Estate, and such successor and substitute shall thereupon have all the power and authority of the Trustee; and such right to appoint a successor or substitution Trustee shall exist with respect to any successor or substitute Trustee as well as the Trustee.

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IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be duly executed, as of the date first written above.

BOTAB REALTY COMPANY

By: Transcontinental Corporation  
General Partner

BY: [Signature]  
Ronald F. Boeddeker, President

Attest

By [Signature]  
Clerk

WITNESSES:

[SEAL]

[Signature]  
[Signature]



STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK)

Before me, the undersigned Notary Public in and for the County of New York, State of New York, on this day personally appeared Ronald F. Boeddeker, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity as President of

Transcontinental Corporation, the duly authorized corporate general partner of Botaba Realty Company, a Texas general partnership.

Given under my hand and official seal this 30<sup>th</sup> day of December, 1980.

William Brooker

Notary Public, New York County, New York

My commission expires:

3/30/82

Prepared by:  
Joe Kherner  
345 Park Ave  
NY, NY

Return to:  
Botaba Realty Co.  
c/o Transcontinental Corp.  
P.O. Box 458  
Santa Barbara, CA 93102



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Delaney N. Olson  
RECORDER OF DEEDS

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SCHEDULE A

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SCHEDULE A

THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID, 50.0 FEET WEST OF THE NORTH EAST CORNER THEREOF: THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID, 1335.0 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4, AFORESAID, 35.0 FEET: THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 940.97 FEET TO THE EAST LINE OF THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID: THENCE SOUTHERLY ALONG SAID EAST LINE 1004.71 FEET TO A LINE 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID: THENCE EASTERLY ALONG SAID PARALLEL LINE 1328.03 FEET TO THE EAST LINE OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID: THENCE SOUTHERLY ALONG SAID EAST LINE 270.07 FEET TO A POINT IN A LINE 33 FEET NORTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 29: THENCE EASTERLY ALONG SAID PARALLEL LINE 60.0 FEET TO A POINT: THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID: 488.0 FEET: THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID: 60.0 FEET TO THE EAST LINE OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29: THENCE NORTHERLY ALONG SAID EAST LINE 648.80 FEET: THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 29, AFORESAID, 946.80 FEET TO A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 29: THENCE NORTHERLY ALONG SAID PARALLEL LINE 174.47 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

SAVE AND EXCEPT THE EAST 33 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE WEST 33 FEET OF THE NORTH 33 FEET OF THE SOUTH

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EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST  
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OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE  
SOUTH EAST 1/4 OF SAID SECTION 29, ALL IN COOK COUNTY,  
ILLINOIS.

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SCHEDULE A

Tracts of land located in the County of Cook, Illinois, a body politic and corporate, described as follows:

ALL of lots 1 (save and except the South 17 feet), 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 (save and except the South 55 feet) inclusive, in River Oaks, West Business Park, being a subdivision of part of the West half of Section 24, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

That part of the North 1/2 of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

BEGINNING at the intersection of the South line of West 73rd St. (being a line 1373.0 feet measured perpendicularly South of and parallel with the South line of Section 29 aforesaid) with the West line of Commonwealth Edison Company right of way, said point being 1615.0 feet West of the East line of the North East 1/4 of Section 29 aforesaid; thence due West along said South line of West 73rd St. 784.398 feet to the East line of Hason Avenue; thence due South along said East line 557.404 feet; thence due East 778.561 feet to the West line of Commonwealth Edison Company right of way hereinbefore mentioned; thence North 8 degrees 36 minutes 00 seconds East along said West line 557.435 feet to the point of beginning in Cook County, Illinois.

SAVE AND EXCEPT that part falling within that part of the North 1/2 of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

BEGINNING at the intersection of the South line of 73rd Street, said line also being 1373.00 feet South of the North line of said North 1/2 of Section 29, and the West line of the East 1615.00 feet of the North East 1/4 of said Section 28, said line also being the West right of way line of the Commonwealth Edison Company recorded as document number 15246740; thence Southerly along the aforesaid West line, a distance of 1119.83 feet to a point on a line 190.00 feet North of the South line of said North 1/2 of Section 29; thence Westerly along aforesaid line, a distance of 399.99 feet; thence Northerly parallel with said West right of way line of the Commonwealth Edison Company, a distance of 1119.86 feet, to a point on the South line of said 73rd Street; thence Easterly along said South line of 73rd Street, a distance of 400.00 feet to the point of beginning, in Cook County, Illinois.

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SCHEDULE B

NONE

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END OF RECORDED DOCUMENT