



TRUST DEED  
THIS MORTGAGE IS A  
SECOND MORTGAGE  
693085 CTTC 11

COOK COUNTY 26,850 249  
FILED FOR RECORD

Richard M. Olson  
RECORDER OF DEEDS

1983 NOV -4 AM 10:43

26850249

THE ABOVE SPACE FOR RECORDER'S USE ONLY

NOV 04 1983 6941 34003

THIS INDENTURE, made October 1 1983, between Chicago Title and Trust Company, as Successor Trustee to Continental Illinois National Bank and Trust Company of Chicago, not individually but as Trustee under Trust Agreement dated July 6, 1979 and known as Trust No. 48-69044-0, a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, together with:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two Hundred Twenty-Two Thousand Three Hundred Twenty-Seven and 56/100ths (\$222,327.56) Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF Marian M. Oehlkerking and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from June 1, 1983 on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent (increasing to nine and 47/100ths (9.473%) per cent per annum as of January 1, 1984) payable

on December 31, 1986. Mortgagor shall have the right to prepay the entire principal balance or any part thereof, at any time, without penalty or additional interest, provided, however, that in no event shall Seller, prior to January 1, 1984, receive less than \$4,500 for the release of a lot. Mortgagor shall be entitled to the release of one lot for each \$4,500, plus accrued interest, so prepaid. From and after January 1, 1984, the 9% rate of interest referred to above shall increase to 9.473% per annum.

15.00

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 Edward Smith Mraz, 111 East Irving Park Road, Roselle, Illinois, in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and ASSIGN unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, being and being in the Village of Streamwood, COUNTY OF COOK AND STATE OF ILLINOIS.

TO WIT: See Legal Description Rider attached hereto and by this reference made a part hereof.

THIS TRUST DEED IS SUBORDINATE TO THAT CERTAIN REAL ESTATE MORTGAGE BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 6, 1979, KNOWN AS TRUST NO. 48-69044-0 MORTGAGOR, AND CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, MORTGAGEE, DATED Oct 10<sup>th</sup>, 1983 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26850248.

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 Mortgagor 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 the mortgagor 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written.

Chicago Title and Trust Company, as Successor Trustee to Continental Illinois National Bank and Trust Company of Chicago, not individually but as Trustee under Trust Agreement dated July 6, 1979 and known as Trust No. 48-69044-0



BY Julia L. Dawson  
Assistant Vice President  
ATTEST: Marisa L. Contreras  
Assistant Secretary

STATE OF ILLINOIS } SS. I, The Undersigned  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Julia Dawson Assistant Vice President of the Chicago Title and Trust Company  
and Marisa L. Contreras Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 6th day of October, 1983.  
Julius Anderson Collins NOTARY PUBLIC

Form 816 Trust Deed - Corporate Mortgagor - Secures One Instalment Note with Interest Included in Payment.  
R. 11/75  
THIS INSTRUMENT PREPARED BY PAGE 1  
WALTER C. CLAWFORD, 3 FIRST NATIONAL PLACE, CHICAGO, ILL. 60602

UNOFFICIAL COPY

Property of Cook County Clerk's Office

This mortgage is executed by Chicago Title and Trust Company, 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Chicago Title and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any warranties, indemnities, undertakings, agreements or covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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RECEIVED IN BAD CONDITION

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which are destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises; (d) upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (e) comply with all requirements of any building or building ordinance now or at any time in process of erection upon said premises; (f) comply with all requirements of any municipal ordinance with respect to the premises and the use thereof; (g) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All 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 paid out of such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein. 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 default hereunder on the part of Mortgagor.

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

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagor, 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 installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor 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. 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 attorney's fees, Trustee's fees, appraiser's fees, court costs, and expenses for advertising, stenographic 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, title insurance 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 held 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein, 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 party may be bound, (b) any claim or demand, by reason of the note or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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, 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 surplus to Mortgagor, its successors 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, and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver 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 of not, as well as during any further times when Mortgagor, 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: (a) 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; (b) 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 fully or partially release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all or a portion of the indebtedness secured by this trust deed has been fully paid or provided for. Each such release shall be in accordance with the applicable schedule of release payments set forth on the reverse side hereof and each such release shall pertain to the particular parcel of real estate requested by the Mortgagor, or by The Streamwood Green Limited Partnership, an Illinois Limited Partnership, to be released, provided the applicable release payment has been made or provided for.

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 an identification number purporting to be placed thereon 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 the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 the corporation herein designated as maker thereof.

14. 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 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. Identification No. 033033 CHICAGO TITLE AND TRUST COMPANY. By [Signature] Trustee Assistant Secretary Assistant Vice President

MAIL TO: Edward Swift (LAW), Esq. 114 E. Irving Park Rd. Roseville, Illinois 60172 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE. BOX 533

UNOFFICIAL COPY

L E G A L   D E S C R I P T I O N

RIDER

FOR ALL OF PROPOSED

STREAMWOOD GREEN UNIT SIX

EXCLUDING THEREFROM LOTS 27 TO 30 INCLUSIVE IN BLOCK 1

AND LOTS 17 TO 22 INCLUSIVE IN BLOCK 2

OF THE PROPOSED SUBDIVISION

TOTAL AREA 11.7608 ACRES

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHAUMBURG ROAD, BEING A LINE, THAT IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID SCHAUMBURG ROAD, SAID PLACE OF BEGINNING BEING ALSO THE NORTHEAST CORNER OF LOT 1512 IN WOODLAND HEIGHTS UNIT FOUR, BEING A SUBDIVISION OF SECTIONS 23 AND 24, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO PLAT THEREOF RECORDED JULY 14, 1960 PER DOCUMENT NO. 179 08375, THENCE N. 89°-58'-39" E. ALONG SAID SOUTHERLY LINE, A DISTANCE OF 271.47 FEET (270.74 FEET RECORDED), TO THE SOUTHWESTERLY RIGHT-OF-WAY OF RELOCATED SCHAUMBURG ROAD AND A POINT OF CURVATURE; THENCE SOUTHEASTELY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 768.51 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 587.94 FEET (587.32 FEET RECORDED) TO A POINT OF TANGENCY; THENCE S. 46°-11'-21" E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY<sup>LINE</sup>, BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 245.17 FEET (246.63 FEET RECORDED) TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF A PUBLIC STREET, AS DEDICATED BY DOCUMENT NO. 235 05481 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON JUNE 2, 1976; THENCE S. 43°-48'-39"W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 464.50 FEET (466.02 FEET RECORDED) AND BEING TANGENT TO THE LAST DESCRIBED COURSE,

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A DISTANCE OF 224.21 FEET (225.77 FEET RECORDED) TO A POINT OF TANGENCY; THENCE S. 71°-28'-00" W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 112.94 FEET (112.07 FEET RECORDED) TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 440.00 FEET AND BEING TANGENT TO LAST DESCRIBED COURSE, A DISTANCE OF 410.85 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND RADIAL TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 199.99 FEET TO A POINT OF CURVATURE; THENCE S. 62°-07'-56" W. AND TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 50.00 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 324.98 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 159.95 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 24, SAID POINT BEING A POINT ON THE CENTER LINE AT THE EAST END OF SECTION PLACE AS PLATTED IN WOODLAND HEIGHTS UNIT FOUR, AS AFORESAID; THENCE N. 0°-20'-00" E. ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, BEING ALONG THE EAST LINE OF SAID WOODLAND HEIGHTS UNIT FOUR, A DISTANCE OF 919.27 FEET MORE OR LESS (919.54 FEET RECORDED) TO THE PLACE OF BEGINNING;

(EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RELOCATED SCHAUMBURG ROAD WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PUBLIC STREET (EAST AVENUE), AS DEDICATED BY DOCUMENT NO. 235 05481; THENCE S. 43°-48'-39" W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 464.50 FEET (466.02 FEET RECORDED) AND BEING TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 100.79 FEET; THENCE N. 46°-11'-21" W., A DISTANCE OF 234.28 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.51 FEET AND BEING

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TANGENT TO THE LAST DESCRIBED COURSE, AN ARC-DISTANCE OF 5.40 FEET;  
 THENCE N. 43°-19'-33" E., A DISTANCE OF 130.00 FEET TO A POINT ON THE  
 SOUTHWESTERLY LINE OF RELOCATED SCHAUMBURG ROAD; THENCE SOUTHEASTERLY  
 ALONG SAID SOUTHWESTERLY LINE, BEING ALONG AN ARC OF A CIRCLE, BEING  
 CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 768.51 FEET, THE CHORD  
 THEREOF HAVING A BEARING OF S. 46°-26'-00" E., A CHORD-AND ARC-DISTANCE  
 OF 6.51 FEET TO A POINT OF TANGENCY; THENCE S. 46°-11'-21" E. ALONG  
 SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, BEING TANGENT TO LAST DESCRIBED  
 CURVE, A DISTANCE OF 245.17 FEET TO THE PLACE OF BEGINNING);  
 AND ALSO

(EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE  
 OF RELOCATED SCHAUMBURG ROAD WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE  
 OF SAID PUBLIC STREET (EAST AVENUE), AS DEDICATED BY DOCUMENT NO.  
 235 05481; THENCE S. 43°-48'-39" W. ALONG SAID NORTHWESTERLY RIGHT-  
 OF-WAY LINE OF EAST AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF  
 CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY  
 LINE, BEING ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE SOUTHEAST,  
 HAVING A RADIUS OF 464.50 FEET (466.02 FEET RECORDED), THE CHORD  
 THEREOF HAVING A BEARING OF S. 53°-53'-07" W. AND A LENGTH OF 162.51  
 FEET; AN ARC-DISTANCE OF 163.35 FEET TO THE PLACE OF BEGINNING; THENCE  
 N. 46°-11'-21" W., A DISTANCE OF 211.56 FEET; THENCE S. 43°-48'-39" W.  
 A DISTANCE OF 106.00 FEET; THENCE N. 46°-11'-21" W., A DISTANCE OF  
 35.96 FEET; THENCE S. 51°-54'-38" W., A DISTANCE OF 108.51 FEET;  
 THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE  
 NORTHEAST, HAVING A RADIUS OF 60 FEET, THE CHORD THEREOF HAVING A  
 BEARING OF S. 11°-45'-29" E. AND A LENGTH OF 53.23 FEET, AN ARC-DISTANCE  
 OF 55.15 FEET; THENCE S. 45°-25'-37" E., A DISTANCE OF 32.40 FEET TO  
 A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE,  
 BEING CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 380 FEET; THE CHORD  
 THEREOF HAVING A BEARING OF S. 40°-39'-17" E. AND A LENGTH OF 63.23  
 FEET, AN ARC-DISTANCE OF 63.30 FEET TO A POINT OF CURVATURE; THENCE  
 S. 35°-52'-57" E., A DISTANCE OF 9.88 FEET TO A POINT ON THE NORTH-  
 WESTERLY RIGHT-OF-WAY LINE OF EAST AVENUE, AS DEDICATED BY DOCUMENT NO.

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235 05481; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING DESCRIBED THREE (3) COURSES OR CURVES AND DISTANCES:

1.) NORTHEASTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 440 FEET, THE CHORD THEREOF HAVING A BEARING OF N. 64°-44'-48" E. AND A LENGTH OF 102.97 FEET, AN ARC-DISTANCE OF 103.21 FEET TO A POINT OF CURVATURE:

2.) THENCE N. 71°-28'-00" E., A DISTANCE OF 112.94 FEET, (112.07 FEET RECORDED) TO A-POINT OF TANGENCY;

3.) THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 464.50 FEET (466.02 FEET RECORDED), THE CHORD THEREOF HAVING A BEARING OF N. 67°-42'-47" E. AND A LENGTH OF 60.82 FEET, AN ARC-DISTANCE OF 60.86 FEET TO THE PLACE OF BEGINNING;) ALL CONTAINING 11.7608 ACRES, MORE OR LESS, ALL IN HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

26 850 249

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END OF RECORDED DOCUMENT