

UNOFFICIAL COPY

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RELEASE, CANCELLATION AND TERMINATION

WHEREAS, the City of Des Plaines, Cook County, Illinois (the "Municipality") has heretofore issued and delivered its \$13,570,000 Hospital Facility Refunding Revenue Bonds, Series A of 1977 (Holy Family Hospital) (the "Series 1977 Bonds"), its \$9,110,000 Hospital Facility Revenue Bonds, Series 1981 (Holy Family Hospital Project) (the "Series 1981 Bonds") and its \$19,450,000 Hospital Facility Revenue Bonds, Series 1983 (Holy Family Hospital Project) (the "Series 1983 Bonds"; the Series 1977 Bonds, the Series 1981 Bonds and the Series 1983 Bonds are hereinafter collectively referred to as the "Prior Bonds") for the benefit of Holy Family Hospital, an Illinois not for profit corporation (the "Corporation"); and

WHEREAS, the Municipality has also heretofore issued and delivered its \$13,400,000 Variable Rate Revenue Bonds, Series 1984 (the "Series 1984 Bonds") for the benefit of the Corporation which are secured by an Irrevocable Letter of Credit dated August 23, 1984 from Comerica Bank-Detroit (the "Bank"); and

WHEREAS, the Series 1981 Bonds have previously been advance refunded under the Second Supplemental Indenture (as hereinafter defined); and

WHEREAS, as a condition precedent to the issuance and delivery of the Prior Bond and the Letter of Credit the Corporation by that certain Mortgage and Security Agreement dated

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

as of January 1, 1977 (the "Original Mortgage") by and between the Corporation and the Municipality, that certain First Supplemental Mortgage and Security Agreement dated as of December 1, 1981 (the "First Supplemental Mortgage") between said parties, that certain Second Supplemental Mortgage and Security Agreement dated as of October 1, 1983 (the "Second Supplemental Mortgage") between said parties and that certain Third Supplemental Mortgage and Security Agreement dated as of July 1, 1984 (the "Third Supplemental Mortgage") by and among the Corporation, the Bank, the Municipality and LaSalle National Bank, as trustee for the Prior Bonds conveyed, granted, assigned, mortgaged, transferred, pledged, set over and confirmed to the Municipality and granted to the Municipality a security interest in all of its right, title and interest in, to and under certain property referred to therein (the "Mortgaged Property"), including certain real property legally described in Schedule I, attached hereto and made a part hereof; and

WHEREAS, the Original Mortgage as supplemented and amended by the First Supplemental Mortgage, the Second Supplemental Mortgage and the Third Supplemental Mortgage is hereinafter referred to as the "Mortgage"; and

WHEREAS, the Municipality assigned all of its rights, title and interest in and to the Mortgage and the Corporation's Notes issued thereunder and the amounts payable thereunder to LaSalle National Bank, as Trustee (the "Trustee for the Prior

-85-333647

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as of January 1, 1977 (the "Original Mortgage") by and between the Corporation and the Municipality, that certain First Supplemental Mortgage and Security Agreement dated as of December 1, 1981 (the "First Supplemental Mortgage") between said parties, that certain Second Supplemental Mortgage and Security Agreement dated as of October 1, 1981 (the "Second Supplemental Mortgage") between said parties and that certain Third Supplemental Mortgage and Security Agreement dated as of July 1, 1981 (the "Third Supplemental Mortgage") by and among the Corporation, the Bank, the Municipality and Liasie National Bank, as trustee for the prior bonds conveyed, granted, assigned, mortgaged, transferred, pledged, set over and conveyed to the Municipality and granted to the Municipality a security interest in all of its right, title and interest in, to and under certain property referred to therein (the "Mortgaged Property"), including certain real property legally described in Schedule I, attached hereto and made a part hereof; and

WHEREAS, the Original Mortgage as supplemented and amended by the First Supplemental Mortgage, the Second Supplemental Mortgage and the Third Supplemental Mortgage is hereinafter referred to as the "Mortgage"; and

WHEREAS, the Municipality assigned all of its right, title and interest in and to the Mortgage and the Corporation's notes issued hereunder and the amounts payable thereunder to Liasie National Bank, as Trustee (the "Trustee for the Prior

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Bonds") under that certain Trust Indenture dated as of January 1, 1977, (the "Original Indenture"), as supplemented and amended by that certain First Supplemental Trust Indenture dated as of December 1, 1981 (the "First Supplemental Indenture"), and by that certain Second Supplemental Trust Indenture dated as of October 1, 1983 (the "Second Supplemental Indenture, the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are hereinafter collectively referred to as the "Series 1977 Indenture"); and

WHEREAS, the Municipality under and pursuant to the Series 1977 Indenture has conveyed, granted, assigned, mortgaged, transferred, pledged, set over and confirmed to the Trustee for the Prior Bonds and granted to the Trustee for the Prior Bonds a security interest in all of its right, title and interest in, to and under the Mortgaged Property; and

WHEREAS, the Municipality has caused certain United States Treasury Securities identified in Exhibit A to the Third Supplemental Indenture hereinafter identified (the "Government Securities") to be purchased and, together with \$1,843,710 in cash, to be deposited with the Trustee for the Prior Bonds pursuant to the Series 1977 Indenture, as further supplemented and amended by that certain Third Supplemental Trust Indenture dated as of November 1, 1985 (the "Third Supplemental Indenture"). The principal of the Government Securities together with the interest to be earned thereon, without consideration of

-85-333647

under that certain Trust Indenture dated as of January 1, 1977 (the "Original Indenture"), as supplemented and amended by that certain Third Supplemental Trust Indenture dated as of December 1, 1981 (the "Third Supplemental Indenture"), and by that certain Second Supplemental Trust Indenture dated as of October 1, 1983 (the "Second Supplemental Indenture"), the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are hereinafter collectively referred to as the "Series 1977 Indenture"; and

WHEREAS, the Municipality under and pursuant to the Series 1977 Indenture has conveyed, granted, assigned, mortgaged, transferred, pledged, set over and confirmed to the Trustee for the Prior Bonds and granted to the Trustee for the Prior Bonds a security interest in all of its right, title and interest in, to and under the mortgaged property; and

WHEREAS, the Municipality has caused certain United States Treasury Securities identified in Exhibit A to the Third Supplemental Indenture hereinafter identified (the "Government Securities") to be purchased and, together with \$1,843,710 in cash, to be deposited with the Trustee for the Prior Bonds pursuant to the Series 1977 Indenture, as further supplemented and amended by that certain Third Supplemental Trust Indenture dated as of November 1, 1985 (the "Third Supplemental Indenture"). The original of the Government Securities together with the interest to be earned thereon, without consideration of

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any reinvestment thereof, and such cash held by the Trustee for the Prior Bonds, will be fully sufficient to pay the principal of and interest on the Series 1977 Bonds when due, to pay the principal of and interest on the Series 1983 Bonds when due on or before July 1, 2002 and to pay the principal of and interest on the Series 1983 Bonds due upon redemption on July 1, 2002 in accordance with the provisions of the Third Supplemental Indenture; and

WHEREAS, contemporaneously herewith, the Municipality is issuing \$29,870,000 aggregate principal amount of its Hospital Facility Revenue Refunding Bonds, Series 1985 (Holy Family Hospital) (the "Series 1985 Bonds") under and pursuant to the provisions of that certain Bond Trust Indenture dated as of November 1, 1985 from the Municipality to LaSalle National Bank, Chicago, Illinois, as trustee; and

WHEREAS, also contemporaneously herewith, (1) the Trustee for the Prior Bonds will release all of its right, title and interest in and to the Corporation's First Mortgage Note, No. 1, First Mortgage Note, No. 3 and Parity Note issued under the Mortgage and the Mortgage granted to the Trustee for the Prior Bonds pursuant to the Series 1977 Indenture; and (2) the Corporation's First Mortgage Note, No. 1, First Mortgage Note, No. 3 and Parity Note issued under the Mortgage are all being cancelled and surrendered by the Trustee for the Prior Bonds and the Bank in accordance with the terms and provisions of Section 9.1 of the Original Mortgage; and

any reinvestment thereof, and such cash held by the Trustee for the Prior Bonds, will be fully sufficient to pay the principal of and interest on the Series 1977 Bonds when due, to pay the principal of and interest on the Series 1983 Bonds when due or prior to July 1, 2002 and to pay the principal of and interest on the Series 1983 Bonds due upon redemption on July 1, 2002 in accordance with the provisions of the Trust Supplemental Indenture; and

WHEREAS, contemporaneously herewith, the Municipality is issuing \$29,870,000 aggregate principal amount of its Hospital Facility Revenue Refunding Bonds, Series 1985 (Holy Family Hospital) (the "Series 1985 Bonds") under and pursuant to the provisions of that certain Bond Trust Indenture dated as of November 27, 1985 from the Municipality to Lasalle National Bank, Chicago, Illinois, as trustee; and

WHEREAS, also contemporaneously herewith, (1) the Trustee for the Prior Bonds will release all of its right, title and interest in and to the Corporation's First Mortgage Note, No. 1, First Mortgage Note, No. 2 and Family Note issued under the Mortgage and the Mortgage assigned to the Trustee for the Prior Bonds pursuant to the Series 1977 Indenture; and (2) the Corporation's First Mortgage Note, No. 1, First Mortgage Note, No. 2 and Family Note issued under the Mortgage are all being cancelled and surrendered by the Trustee for the Prior Bonds and the Bank in accordance with the terms and provisions of Section 9.1 of the Original Mortgage; and

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WHEREAS, the Corporation desires the Municipality to release its rights under the Mortgage and the Municipality is agreeable thereto;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Prior Trustee does hereby forever release, remise, reassign, reconvey, terminate, transfer and set over to and unto the Municipality and the Corporation all of the Prior Trustee's right, title and interest in, under and to the Mortgaged Property by virtue of the following described instruments.

(1) Mortgage and Security Agreement dated as of January 1, 1977 between Holy Family Hospital and the City of Des Plaines, Illinois recorded on February 1, 1977 as Document 23,805,870 and assigned by Trust Indenture dated as of January 1, 1977 between said City and LaSalle National Bank, as Trustee and recorded February 1, 1977 as document 23,805,871;

(2) First Supplemental Mortgage and Security Agreement dated December 1, 1981 between Holy Family Hospital and City of Des Plaines, Illinois recorded January 18, 1982 as Document No. 26,114,859 and assigned by First Supplemental Trust Indenture dated December 1, 1981 between said City and La Salle National Bank, as Trustee, and recorded January 18, 1982 as Document No. 26,114,860;

-85-333647

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WHEREAS, the Corporation desires the Municipality to release its rights under the Mortgage and the Municipality is agreeable thereto;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the Mayor and the Board of Trustees of the Municipality of Des Plaines, Illinois, do hereby forever release, remise, ransom, recovery, terminate, transfer and set over to and unto the Municipality and the Corporation all of the Prior Trustee's right, title and interest in, under and to the Mortgaged Property by virtue of the following described instruments:

(1) Mortgage and Security Agreement dated as of January 1, 1977 between Holy Family Hospital and the City of Des Plaines, Illinois recorded on February 1, 1977 as Document 23,805,870 and assigned by Trust Indenture dated as of January 1, 1977 between said City and LaSalle National Bank, as Trustee and recorded February 1, 1977 as document 23,805,871;

(2) First Supplemental Mortgage and Security Agreement dated December 1, 1981 between Holy Family Hospital and City of Des Plaines, Illinois recorded January 18, 1982 as Document No. 26,114,859 and assigned by First Supplemental Trust Indenture dated December 1, 1981 between said City and La Salle National Bank, as Trustee, and recorded January 18, 1982 as Document No.

26,114,860;

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(3) Second Supplemental Mortgage and Security Agreement dated October 1, 1983 between Holy Family Hospital and the City of Des Plaines, Illinois, recorded January 17, 1984 as Document 26,931,929 and rerecorded February 6, 1984 as Document 25,957,633 and assigned by Second Supplemental Trust Indenture dated October 1, 1983 between said City and LaSalle National Bank, as Trustee and recorded January 17, 1984 as Document 26,931,930, and rerecorded February 6, 1984 as Document 26,957,634; and

(4) Third Supplemental Mortgage and Security Agreement dated as of July 1, 1984 between Holy Family Hospital, Comerica Bank-Detroit, City of Des Plaines and LaSalle National Bank recorded August 22, 1984 as Document No. 27,225,158 and assigned by the City of Des Plaines, Illinois to LaSalle National Bank, as Trustee, by assignment recorded August 22, 1984 as Document 27,225,159.

The Municipality does hereby forever release, discharge, terminate and cancel any and all of its rights, title and interest in, to and under the Corporation's First Mortgage Note, No. 1 and First Mortgage Note, No. 3 issued under the Mortgage (collectively, the "Hospital Notes").

The Municipality does hereby agree that any and all of the rights, covenants, agreements and obligations set forth in the Mortgage and the Hospital Notes have hereby ceased and terminated, become void and been completely discharged except to

-85-333647

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(3) Second Supplemental Mortgage and Security Agreement dated October 1, 1983 between Holy Family Hospital and the City of Des Plaines, Illinois, recorded January 17, 1984 as Document 26,931,939 and re-recorded February 6, 1984 as Document 26,957,653 and assigned by Second Supplemental Trust Agreement dated October 1, 1983 between said City and LSA/SA National Bank, as Trustee and recorded January 17, 1984 as Document 26,931,930 and re-recorded February 6, 1984 as Document 26,957,654 and

(4) Third Supplemental Mortgage and Security Agreement dated as of July 1, 1984 between Holy Family Hospital, Comstock Bank-Detroit, City of Des Plaines and LSA/SA National Bank recorded August 23, 1984 as Document No. 27,235,158 and assigned by the City of Des Plaines, Illinois to LSA/SA National Bank, as Trustee, by assignment recorded August 23, 1984 as Document 27,152,159.

The Municipality does hereby forever release, discharge, terminate and cancel any and all of its rights, title and interest in, to and under the Corporation's First Mortgage Note, No. 1 and First Mortgage Note, No. 2 issued under the Mortgage (collectively, the "Hospital Notes").

The Municipality does hereby agree that any and all of the rights, covenants, agreements and obligations set forth in the Mortgage and the Hospital Notes have hereby ceased and terminated, become void and been completely discharged except to

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the extent and only to the extent that the Mortgage provides that specific provisions therein shall remain in full force and effect notwithstanding the termination of such Mortgage.

The Corporation agrees to deposit sufficient moneys with the Prior Trustee to make payment of principal, interest and redemption premium, if any, when due on the Prior Bonds to the extent that the amounts otherwise on deposit are insufficient or unavailable to make such payment, and agrees to pay the fees and expenses of the Trustee. The Prior Trustee hereby acknowledges that all obligations of the Municipality and the Corporation in respect of the Mortgaged Property have hereby ceased, determined and been completely discharged, except as provided in the Third Supplemental Indenture; it being understood that notwithstanding such discharge, the liability of the Municipality and the Corporation in respect of the Prior Bonds and the coupons appertaining thereto shall continue, but the holders thereof shall hereafter be entitled only to payment from the maturing principal and interest of the Government Securities and said cash deposited with the Trustee.

-85-333647

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IN WITNESS WHEREOF, the City of Des Plaines, Cook County, Illinois, Holy Family Hospital and LaSalle National Bank, as trustee, have caused this Release, Cancellation and Termination to be executed and their respective corporate seals to be hereunto affixed, all as of the 20th day of December, 1985.

CITY OF DES PLAINES, Cook County, Illinois

By: John E. Eddy
Mayor

[S E A L]

ATTEST:

Donna McAllister
City Clerk

HOLY FAMILY HOSPITAL

By: Sister Patricia Ann
President

[S E A L]

ATTEST:

Sister Janet Marie
Secretary

LA SALLE NATIONAL BANK,
as trustee

By: Barbara Rusk
Title: Asst Vice President

[S E A L]

ATTEST:

Sarah K. Kelly
Title: Asst Sec

-85-333647

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IN WITNESS WHEREOF, the City of Des Plaines, Cook
County, Illinois, Holy Family Hospital and LaSalle National Bank,
as trustees, have caused this Release, Cancellation and
Termination to be executed and their respective corporate seals
to be hereunto affixed, all as of the 30th day of December, 1981.

CITY OF DES PLAINE, COOK
COUNTY, ILLINOIS

By: _____
Mayor

By: _____
Clerk

HOLY FAMILY HOSPITAL

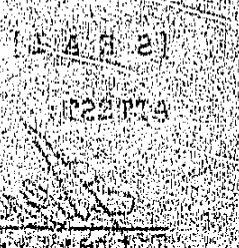
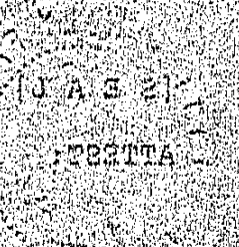
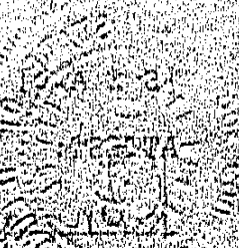
By: _____
President

LA SALLE NATIONAL BANK,
as trustee

By: _____
Trustee

82-333047

Seal of Cook County Clerk



Schedule I

The Mortgaged Property

PARCEL 1

Lot 3 in Zimmer's Addition to Wheeling in the South East 1/4 of Section 2, Township 42 North, Range 11 East of the Third Principal Meridian, as said Lot 3 is shown in Lot 6 in Assessor's Map recorded April 1, 1874 as document No. 147546 in Cook County, Illinois.

PARCEL 2

Lot 6 in Assessor's Division, also known as Zimmer's Addition to Wheeling in the South East 1/4 of Section 2, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3

Lot 243 (except the Northeasterly 17 feet thereof dedicated for Milwaukee Avenue by Document 25,936,552) in William Zelosky's Milwaukee Avenue Addition to Wheeling in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4

That portion lying West of the centerline of Des Plaines River Road, as established by the County Surveyor per instrument dated February 11, 1927, of the following described parcel of land: That part of the Southeast Quarter of Section 8, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a point in the East line of said Southeast Quarter,

-85-333647

Schedule 1

The Mortgaged Property

PARCEL 1

Lot 3 in Zimmer's Addition to Wheeling in the South East 1/4 of Section 2, Township 42 North, Range 11 East of the Third Principal Meridian, as said Lot 3 is shown in Lot 6 in Assessor's Map recorded April 1, 1874 as document No. 14724 in Cook County, Illinois.

PARCEL 2

Lot 6 in Assessor's Division, also known as Zimmer's Addition to Wheeling in the South East 1/4 of Section 2, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3

Lot 243 (except the Northeasterly 17 feet thereof dedicated to Milwaukee Avenue by Document 25,930,552) in William Zelosky's Milwaukee Avenue Addition to Wheeling in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4

That portion lying West of the centerline of Des Plaines River Road, as established by the County Surveyor per instrument dated February 11, 1927, of the following described parcel of land, that part of the Southeast Quarter of Section 8, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a point in the East line of said Southeast Quarter,

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14.33 chains South of the Northeast corner thereof; thence West along a line parallel with the South line of said quarter section to the West line thereof; thence South on said West line of said quarter section, 20 chains; thence East on a line parallel with the South line of said quarter section to the East line thereof; thence North along the East line of said quarter section to the point of beginning (except the Westerly 100 feet thereof heretofore conveyed to railroad); excepting from the above described tract of land, that portion lying Northerly and Westerly of a line described as follows: Commencing at the point of intersection of the centerline of River Road aforesaid and the Easterly extension of the Southerly line of the land conveyed to Nazarethville as per Document number 22245835; thence Westerly along the Southerly line and its Easterly extension of aforesaid Nazarethville, a distance of 1,051.12 feet; thence Southerly on a line parallel to the East line of the Southwest quarter, a distance of 197.10 feet; thence Westerly, and at a right angle to the last described line, a distance of 67.891 feet; thence Southerly, and parallel to the East line of the Southwest quarter, 73.727 feet; thence Easterly and at a right angle to the last described line, 67.891 feet; thence Southerly and parallel to the East line of the Southwest quarter, 750.157 feet to its intersection with the South line of said tract, (excepting that portion Dedicated for Public Highway, Document No. 10294766 Rec. February 27, 1929, and also excepting that part described as follows: Commencing at a point on the South Line of Lot 1 in Catholic Bishop of Chicago Division of said Section 8 and other property according to the plat thereof recorded December 22, 1903 in Book 86 of Plats at Page 10,

-85-333647

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14.33 chains South of the Northeast corner thereof; thence West
along a line parallel with the South line of said quarter section
to the West line thereof; thence South on said West line of said
quarter section, 50 chains; thence East on a line parallel with the
South line of said quarter section to the East line thereof; thence
North along the East line of said quarter section to the point of
beginning (except the Western 100 feet thereof heretofore conveyed
to railroad); excepting from the above described tract of land,
that portion lying Northernly and Westernly of a line described as
follows: Commencing at the point of intersection of the centerline
of River Road aforesaid and the Eastern extension of the Southernly
line of the land conveyed to Nazarethville as per Document number
5224835; thence Westernly along the Southernly line and its Eastern
extension of aforesaid Nazarethville, a distance of 1,051.13 feet;
thence Southernly on a line parallel to the East line of the Southwest
quarter, a distance of 197.30 feet; thence Westernly, and at a right
angle to the last described line, a distance of 67.891 feet; thence
Southernly, and parallel to the East line of the Southwest quarter,
13.157 feet; thence Easternly and at a right angle to the last
described line, 67.891 feet; thence Southernly and parallel to the
East line of the Southwest quarter, 750.157 feet to its intersection
with the South line of said tract, (excepting that portion delineated
for Public Highway, Document No. 1029476 Rec. February 27, 1929.

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said point being 100 feet East of the West line of said Southeast 1/4 of Section 8; thence Southerly along a line which is 100 feet East of and parallel with said West line of the Southeast 1/4 of Section 8, a distance of 295.33 feet, more or less to a point of intersection with the Westward extension of the Southerly line of the land conveyed to the Sisters of the Holy Family of Nazareth by warranty deed recorded January 25, 1977 as Document 23799157; thence Easterly along said Westward extension of the Southerly line of the land conveyed by said Document 23799157 and along said Southerly line and its Eastward extension a distance of 1353.27 feet more or less, to the center line of Des Plaines River Road to a point of beginning, thence Southerly along said center line of Des Plaines River Road a distance of 995.94 feet to the center line of Golf Road; thence Westerly along said center line of Golf Road, a distance of 33.61 feet to the point of beginning of Tract No. 1 shown and described on plat of dedication recorded February 27, 1929 as Document 10294766; thence Northerly along the Easterly boundary of said Tract No. 1 being a line which forms an angle of 78 degrees 28 minutes with the prolongation of the last described course a distance of 87 feet; thence continuing Westerly along the perimeter of said Tract No. 1 at right angles to the last described course a distance of 20 feet; thence continuing Southwesterly along said perimeter on a curve to the right having a radius of 25 feet and being tangent to a line drawn at right angles to the last described course, an arc distance of 44.3 feet to a point; thence Northwesterly along a straight line for a distance of 37.2 feet to a point lying in a line which is 55 feet Southwesterly of and parallel with said

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centerline of Des Plaines River Road, thence Northwesterly along said parallel line for a distance of 911.88 feet more or less to a point lying in said Southerly line and its extension of the land conveyed to the Sisters of the Holy Family of Nazareth; thence Easterly along said Southerly line for a distance of 55.83 feet more or less to the point of beginning) all in Cook County, Illinois.

Permanent Tax Number: 09-08-400-017 F.D. Volume: 86
Affects: Parcel IV [REDACTED]

Permanent Tax Number: 09-08-400-016 F.D. Volume: 86
Affects: Parcel IV and other property

Permanent Tax Number: 03-02-410-004 F.D. Volume: 231
Affects: Parcel I

Permanent Tax Number: 03-02-410-002 F.D. Volume: 231
Affects: Parcel II

Permanent Tax Number: 03-02-410-001 F.D. Volume: 231
Affects: Parcel III

Common Address of Property:

232 N. Milwaukee Ave., Wheeling, Ill. - Parcel I
265 N. Milwaukee Ave., Wheeling, Ill. - Parcel II
Southeast corner Strong Ave. and 1st Ave., Wheeling, Ill. - Parcel III
100 N. River Rd., Des Plaines, Ill. - Parcel IV

This instrument prepared by and return to:
Robert DiLeonardi
2700 River Rd.
Suite 206
Des Plaines, Illinois 60018

Property of Cook County Clerk's Office

more or less to the point of beginning in Cook County Illinois
eastwardly along said line for a distance of 25.83 feet
conveyed to the State of the Holy Family of Nazareth; there
point lying in said southerly line and its extension of the land
said parallel line for a distance of 21.88 feet more or less to a
centerline of Des Plaines River from there northwesterly along

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Betty Harrison, a Notary Public, Do Hereby Certify that John St. Louis and Carroll McAlister, personally known to me to be the same persons whose names are, respectively, as Mayor and Clerk of the CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Municipality and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 1985.

Betty Harrison
Notary Public

My Commission Expires:
[SEAL] December 2, 1989

Notary of Cook County Clerk's Office

-85-333647

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STATE OF ILLINOIS

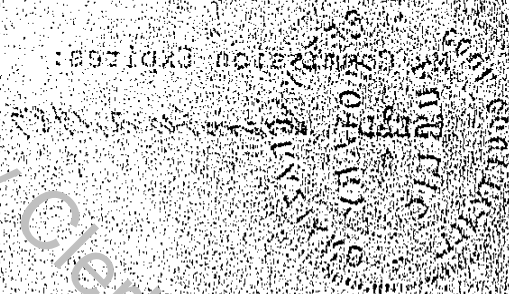
ss

COUNTY OF COOK

I, _____, a Notary Public, do hereby certify that _____ and _____ personally known to me to be the same persons whose names are respectively, as Mayor and Clerk of the City of Chicago, Cook County, Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being therunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Municipality and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 1987.

Notary Public



87-309074

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Be it remembered that on this 20th day of December, 1985, before me, the undersigned, a Notary Public in and for said County and State, came Sister Patricia Ann, the President of Holy Family Hospital, and Sister Janet Marie, the Secretary of said Corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and duly acknowledged the execution of the same as their free and voluntary act and deed for and on behalf of such Corporation, and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Delva J. Prince
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 15, 1988
ISSUED THRU ILL. NOTARY ASSOC.

NOTARY OF COOK COUNTY Clerk's Office

-85-333647

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

22

It is remembered that on this 20th day of December, 1982, before me, the undersigned, a Notary Public in and for said County and State, came Sister Patricia Ann, the President of Holy Family Hospital, and Sister Janet Marie, the Secretary of said Corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, as such President and Secretary, respectively, and duly acknowledged the execution of the same as their free and voluntary act and deed for and on behalf of such Corporation, and as the free and voluntary act and deed of such Corporation for the use and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Be it remembered that on this 20th day of December, 1985, before me, the undersigned, a Notary Public in and for said County and State, came LETICIA PERALTA, the ASST VICE PRESIDENT of LaSalle National Bank, and SARAH H WEBB, the ASST SECRETARY of said Corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such ASST VICE PRESIDENT and ASST SECRETARY, respectively, and duly acknowledged the execution of the same as their free and voluntary act and deed for and on behalf of such Corporation, and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Robert J. Prince
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 15, 1988
ISSUED THRU ILL. NOTARY ASSOC.

COOK County Clerk's Office

-85-333647

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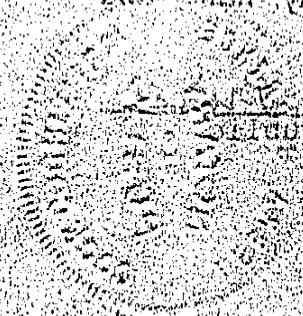
STATE OF ILLINOIS

COUNTY OF COOK

As it is remembered that on this 20th day of December, 1982, before me, the undersigned, a Notary Public in and for said County and State, came James Earl Ray, the husband of Janice Pennington Ray, the last name of said corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, and such James Earl Ray and Janice Pennington Ray, respectively, and duly acknowledged the execution of the same as their free and voluntary act and deed for and on behalf of such corporation, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal on the day and year last above written.

Notary Public
Notary Public



My Commission Expires
NOTARY PUBLIC STATE OF ILLINOIS
JAMES EARL RAY
JANICE PENNINGTON RAY

-82-333697

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[Handwritten signature]