UNOFFICIAL COPY 572-d/3/120186

86593124

MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

#37.00

This Mortgage dated December 10, 1986 between Gordon K. Nelson and Donald A. Nelson, as Trustees under the last will and testament of Arthur E. Nelson, deceased of 10836 Gottschalk Avenue, Homewood, Illinois 60430 (hereinafter collectively referred to as "Mortgagor") and Parriscorp Finance, Inc., a Delaware comporation with a place of business at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of One Million Dollars (\$1,000,000) as evidenced by that certain Promissory Note bearing even date herewith and payable to the order of Mortgagee whereby Mortgagor promises to pay said principal sum together with interest thereon prior to maturity at the rate per amoun determined by adding 1% to the rate from time to time reported in the Money Rate Section of the The Wall Street Journal unavailable, then a comparable index) (the "Prime Rate") with any change in such Prime Rate to be effective monthly (and after maturity until paid at the rate per annum determined by adding 4% to the Frime Rate from time to time in effect) at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid of December /0, 1993 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor poing hereinafter referred to as the "Note");

NOW, THEREFORE, to secure the payment of the principal and premium, if any, of and interest on the Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Note or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and

BOX 333 - TH

This Instrument Prepared By:

AND KETURN AFTER KECERDING TO:
Alizon J. Shuldiner
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, IV, V and VI below, all of the same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

That certain real estate lying and being in Chicago, County of Cook and State of Illinois more particularly described in Schedule I attached heteto and made a part hereof.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located chereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and heating, cooking, power and lighting apparatus fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution whether or not the same are or shall be attached to said real

3 5 5 9 3 1 2 4

estate, buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness releby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or security) under any and all leases or sublesses and renewals thereof of, or under any contracts or options for the sale of all any part of, said property (including during any period allowed by law for the recemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Note shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.



Mortgagor hereby covenants and agrees with Mortgagee as follows:

- 1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due.
- 2. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.
- 3. <u>Possession</u>. While Mortgagor is not in default hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this instrument.
- 4. Payment of Taxes. Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever. Ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall overate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee.
- Mortgagee. Mortgager agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Note or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any

3 5 5 9 3 1 2 4

state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon 30 days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

- Recordation and Payment of Taxes and Expenses Morcgagor will cause this Mortgage, all mort-Incident Thereto. gages supplemental hereco and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment of other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecordation, including any documentary stany tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.
- Mortgagor will, at its expense, keep Insurance. all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, exclosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Mortgagee and at Mortgagor's expense by the insurer or insurers by an expert approved by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required Mortgagor shall also obtain and maintain public hereby.



liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. Mortgagor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Mortgagee from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host lizbility, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "extended coverage". insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Mortgagee and shall not provide for any deductible amount not approved in writing by Mortgagee, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be effective until at least thirty days after receipt by Mortgagor and Mortgagee of written notice thereof, and shall be satisfactory to Mortgagee in all other respects. Upon the execution of this Mortgage and thereafter not less than 15 days prior to the expiration date of any policy delivered pursuant to this instrument, Mortgagor will deliver to Mortgagee originals of any policy or renewal policy, as the case may be, required by this instrument, bearing notations evidencing the payment of all premiums. In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

8. Damage to or Destruction of Mortgaged Fremises.

- (a) Notice. In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.
- (b) Restoration. In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restora-

tion, replacement or rebuilding of the Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

- Adjustment of Loss. Mortgagor (c) authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but onless Mortgagee elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Mortgagor, subject to final approval Mortgagee in the case of losses exceeding \$10,000.
- application of Insurance Proceeds. insurance proceeds received by Mortgagee under the provisions of this Morigage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof shall first be applied toward the payment of the amount owing on the indeptedness hereby secured in such order of application as Mortyagee may elect whether or not the same may then be due or be otherwise adequately secured; provided, however, that Mortgagee shall have the right, but not the duty, to release the proceeds thereof for use in restoring the Mortgaged Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all acts necessary complete such restoration, including advancing additional funds, and any additional funds so advanced shall constitute part of the indebtedness hereby secured and shall be payable on demand with interest at the rate of interest the Note bears at the time funds are advanced.
- Mortgagor acknowledges that Con-9. Eminent Domain. demnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise ω adequately secured, and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or N threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all

UNOFFICIAL COPY 5 9 3 1 2 4

papers served in connection with any such proceedings. Mortgage papers served in connection with any such proceedings. Mortgage Mortgage to make, execute and deliver to make the connection with any such proceedings. Mortgagee, at any time or times upon request, free, clear and continuous of any kind whatsoever, any and any instruments deemed necessary by all further assignments and/or instruments deemed necessary by mortname for the nurnose of walidly and sufficiently assignments. Mortgagee for the purpose of validly and sufficiently assigning made to Mortgagor for any taking, either nermanent or temporary made to Mortgagor for any taking, either permanent or temporary,

agrees that no building or other improvement on the Mortgager and constituting a part thereof shall be altered. agrees that no bullding or other improvement on the Mortgaged removed and constituting a part thereof shall be altered, or short each huilding or improvements he several removed. or about said buildings or improvements be severed, removed, sold without the concent of Mortgagee and in the event or about sale bulldings or improvements be severed, removed, sold or the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of never and property covered of the demolition or destruction in whose or in part of any of the fixtures, chattels or articles of personal property covered that the same will be replaced hereby, Mortgagor Covanants that the same will be hereby, Mortgagor Covanants that the same will be replaced promptly by similar fixtures, chattels and articles of replaced replaced, at least equal in quality and condition to thereon or reservation of title interest in or encumbrance suffer no waste, impairment or deterioration of the mortgaged Premises or any part thereof; to keen and maintain said Mortgaged Surrer no waste, impairment or directoration of the mortgaged Premises or any part thereof; to keep and maintain said Mortgaged and Condition: to effect such renairs as Mortgaged may reasonably Premises and every part thereof in good and first class repair and condition; to effect such repairs as Mortgagee may reasonably and condition; to effect such repairs as Mortgagee may reasonably replacements and from time to time to make all needful and proper machinery and appurtenances so that said buildings, fixtures, first class condition. Fit and proper for the restances of the restances of the restances of the restances. machinery and appurcenances will, at all times, be in good and first class condition, fit and proper for the respective purposes with all statutes. Orders, requirements or installed, to comply to comply with all statutes, orders, requirements or decrees receiting to comply the Mortgaged Premises by any Federal, State or Municipal conditions and requirements. the Mortgaged Premises by any rederal, State or municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, coning licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), zoning Mortgaged Premises and concessions which are applicable to the for by Mortgagor in connection with any existing or presently for by Mortgagor in connection with any existing or presently contended bramiese or any part thereof tor by Mortgagor in connection with any existing or presently and not to initiate or acquiesce in any changes to or thereof affecting the more for acquiesce in any changes to or thereof the man to which the Mortgaged premises or any part thereof which the Mortgaged premises or any part. affecting the use to which the Mortgaged Premises or any part thereof may be put thereor may be put without the prior written consent or additions to make no material alterations in or improvements required by or additions to the Mortgaged Premises except as required by governmental authority or as permitted by Mortgagee.

- ll. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument and as shown on the title policy insuring the lien of this Mortgage.
- Right of Mortgagee to Perform - Mortgagor's If Mortgagor shall fail to make any payment or Covenants, Euc. perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be inder no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including without limitation reasonable attorney's fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the interest rate applicable to the Note on such date, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section 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. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform same under the terms of this Mortgage.
- hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.
- 14. Inspection by Mortgagee. Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

- 15. Financial Reports. Mortgagor will furnish to the Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied), such information and data to be prepared and certified by independent public accountants satisfactory to the Mortgagee if so requested by the Mortgagee not more often than annually.
- 16. Subrogation. Mortgagor acknowledges and agrees that Mortgages shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Note or out of any advance by Mortgages hereunder, irrespective of whether or not any such lien may have been released of record.
- 17. Events of Default. Any one or more of the following shall constitute an event of default hereunder:
 - (a) Default, which continues beyond the last day of the month in which such payment is due, in the payment, when due, (whether by lapse of time, acceleration, or otherwise) of the principal of or interest on the Note subject to the terms and provisions of that certain letter agreement of even date herewith by and between Mortgagor and Mortgagee or of any other indebtedness hereby secured; or
 - (b) Default for more than 30 days following written notice of default by the Mortgagee to the Mortgagor in the observance or compliance with any other terms or provisions of this Mortgage or of any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; or
 - (c) Any representation or warranty made by Mortgagor herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue in any material respect as of the date of issuance or making thereof; or
 - (d) The Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently

replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or

- (e) Any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or
- (f) Mortgagor or any person, firm of corporation any time guaranteeing all or any part of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for Mortgagor or a Guarantor or for the major part of the properties of any of them and is not discharged within 45 days after such appointment or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy law or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor or a Guarantor and if instituted against such party are consented to or acquiesced in or are not dismissed within 45 days after such institution, or Mortgagor or a Guarantor takes any action in contemplation of or furtherance of any of the foregoing; or
- (g) Any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; or
- (h) Any Guarantor dies or any financial or other information submitted by any Guarantor to Mortgagee proves untrue in any material respect; or
 - (i) The Mortgaged Premises is abandoned.

For the purposes of this Mortgage, the Mortgaged Premises shall be deemed to have been sold, transferred or conveyed in the event that more than fifty percent of

UNOFFICIAL COPY

the equity interest in Mortgagor shall be sold, transferred or conveyed, whether voluntarily or involuntarily, subsequent to the date hereof whether in one or a series of related or unrelated transactions.

- 18. Remedies. When any event of default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:
 - (a) <u>Acceleration</u>. Mortgagee may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness of Mortgagor hereby secured, including any interest then accried thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.
 - Uniform Commercial Code. Mortgagee shall, (b) with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said code for reasonable notification shall be met by mailing aritten notice to Mortgagor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required. The expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorney's fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the interest rate applicable to the Note at the time the expense is incurred.
 - (c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of

3 3 5 9 3 1 2 4

the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

- Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the cents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Piemises or any part thereof by force, summary proceedings, Jiectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.
- Taking Possession, Collecting Rents, Etc. Mortgagee may enter and take possession the Mortgaged Premises or any part thereof and manage, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall to collect entitled and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee here-under shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect

the rents, issues and profits thereof, shall be addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised con-currently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indeb:edness hereby secured which Mortgagor promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are Mortgagee shall not be liable to account to incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mort-Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebted ess hereby secured payable upon demand with interest thereon at the rate applicable to the Note at the time such costs are incurred.

Waiver of Right to Redeem From Sale - Waiver of Appraisement, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any

interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

- Costs and Expenses of Foreclosure. 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 Mortgages for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to the as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Note at the time of expenditure.
- 21. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 18(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 18(b) and 20 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all principal of and interest on the Note with any overplus to whomsoever shall be lawfully entitled to same.
- 22. Deficiency Decree. If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.
- 23. Mortgagee's Remedies Cumulative No Waiver. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or

hereafter existing at law or in equity or by statute or other-No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

- Mortgagee Party to Suits. If Mortgagee shall be made a part to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or [if] Mortgagee shall incur any costs or expenses in preparation (o) the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any sich foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the rate per annum applicable to the Note at the time of expenditure.
- Modifications Not to Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness the liability of any party made upon on this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the priority of the lien of this Mortgage upon the lien of the lien of this Mortgage upon the lien of this Mortgage upon the lien of this Mortgage upon the lien of the lien of this Mortgage upon the lien of the lien all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.
- Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage pre-

paid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions of this Section 26.

- Partial Invalidity. All rights, powers and 27. remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.
- 28. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally.
- 29. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.
- Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

> GORDON K. NELSON AND DONALD NELSON, AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF ARTHUR E. NELSON, DECEASED

Legal Description

PARCEL 1:

THAT PART OF LOT 5 OF THE SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ENCEPT THE ILLINOIS AND MICHIGAN CANAL, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION A DISTANCE OF 7.1.57 FEET EAST OF THE WEST LINE OF SAID SECTION SAID POINT BEING 300 FEET SOUTHEASTERLY OF AND RIGHT ANGLES TO THE SOUTHERLY LINE OF THE PARCED OF LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER 1, 1920 AND RECORDED AS DOCUMENT NUMBER 7010118 IN 100K OF RECORDS 16528 ON PAGE 192; THENCE NORTHEASTERLY ALONG A LINE PRAWN PARALLEL WITH THE SAID SOUTHERLY LINE OF SAID CONVEYANCE, A DISTANCE OF 569.82 FEET; THENCE SOUTHERLY ON A CURVED LINE 15 FEET WESTERLY AND CONCENTRIC WITH THE GENTER LINE OF A SWITCH TRACK, CONVENED TO THE EAST HAVING A RADIUS OF 290.55 FEET A DISTANCE OF 63.54 FEET (ARC); THE ICE ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AND PARALLEL TO SAID CENTER LINE A DISTANCE OF 44 FEET: THENCE CONTINUING SOUTHERLY ON A CURVED LINE 15 FEET WESTERLY OF AND CONCENTRIC WITH SAID CENTER LINE CONVENED TO THE WEST HAVING A RADIUS OF 549.14 FEET, A DISTANCE OF 85.22 FEET (ARC) TO THE AFORESAID SOUTH LINE OF SECTION 35; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 511.18 FEET TO THE POINT OF BECUNNING, (EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY ARTHUR E. MELSON AND RUTH NELSON, HIS WIFE TO COMMONWEALTH EDISON COMPANY BY WARRANT, DEED DATED JULY 14, 1966 AND RECORDED JULY 20, 1966 AS DOCUMENT NUMBER 19891422 DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN LOT 5 IN THE SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE ILLINOIS AND MICHIGAN CANAL IN COOK COUNTY ILLINOS DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION A DISTANCE OF 771.57 FEET EAST OF THE WEST LINE OF SAID SECTION, SAID POINT FRING 300 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE SOUTHERLY LINE CASTA LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER 1, 1920 AND RECORDED AS DOCUMENT NUMBER 70100118 IN BOOK OF RECORDS 16528 ON PAGE 192; THENCE NORTHEASTERLY ALONG A LING DRAWN PARALLEL WITH THE SAID SOUTHERLY LINE OF SAID CONVEYANCE A DISTANCE OF 502.93 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND AS THE POINT OF BEGINNING FOR THE DESCRIPTION THEREOF; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID PARALLEL LINE BEING ALSO THE NORTH WESTERLY LINE OF THE LAND CONVEYED BY WARRANTY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19305312 A DISTANCE OF 66.89 FEET TO THE NORTHEAST CORNER OF THE LAND SO CONVEYED; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE LAND SO CONVEYED, BEING A CURVED LINE 15 FEET VESTERLY AND CONCENTRIC WITH THE CENTER LINE OF A SWITCH TRACK, CONVEX TO THE EAST HAVING A RADIUS OF 290.55 FEET A DISTANCE OF 83.54 FEET (ARC); THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE BEING HERE A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AND PARALLEL TO SAID CENTER LINE A DISTANCE OF 21.90 FEET; THENCE WEST ALONG A STRAIGHT LINE A DISTANCE OF 56.0 FEET TO A POINT WHICH IS 80.00 FEET SOUTH FROM SAID POINT OF BEGINNING AND ON A LINE WHICH ENTENDS SOUTHWARD PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 FROM SAID POINT OF BEGINNING AND THENCE NORTH ALONG SAID PARALLEL LINE SAID DISTANCE OF BO FEET TO THE POINT OF BEGINNING);

PARCEL 2:

TWAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH PULASKI ROAD (A 100 FOOT STREET) AND LING NORTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SOUTH PULASKI ROAD, SAID POINT BEING 258.96 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT 273.08 FEET SOUTH OF THE NORTH LINE AND 127 33 FEET EAST OF THE WEST LINE OF SAID SECTION 2; THENCE EASTERLY ON A CORVE CONVEX TO THE SOUTH WITH A RADIUS OF 600 FEET TO A POINT 294 FFET SOUTH OF THE NORTH LINE AND 284.36 FEET EAST OF THE WEST LINE OF SAID SECTION 2: THENCE EAST ON A STRAIGHT LINE TO A POINT 294 FEET SOUTH OF THE WORTH LINE AND 539.45 FEET EAST OF THE WEST LINE OF SAID SECTION 2: THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 566 FELT TO A POINT 656.03 FEET SOUTH OF THE NORTH LINE AND 269.74 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2. THENCE SOUTHEASTWARDLY ON A STRAIGHT LINE TO A POINT IN A LINE DEAWN PARALLEL WITH AND 42 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2. SAID POINT BEING 1234.61 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE MORTH LINE OF SAID SECTION 2, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT
COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST QUARTER LYING
SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP
38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF CUCK COUNTY,
ILLINOIS SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS PAGE 32 AS DOCUMENT
NUMBER 1924571 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE) AND THE NORTH LINE OF SAID SECTION 3:

THENCE WEST ALONG SAID NORTH LINE OF SECTION 3 TO ITS INTERSECTION WITH A LINE PARAULEI. TO AND 20 FEET SOUTH EASTERLY OF THE SOUTH EASTERLY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY'S (FORMERLY CHICAGO AND ALTON RAILROAD COMPANY'S) RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARAULEL LINE TO ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF PARCEL 1, CONVEYED BY THE CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO TO THE CHICAGO RIVER AND INDIANA EAILROAD COMPANY BY DEED DATED JULY 13, 1933 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON JULY 27, 1933 IN BOOK 30771 AT PAGE 196 AS DOCUMENT NUMBER 11263410; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 1 TO THE SAID WEST LINE OF SOUTH PULASKI ROAD TO THE POINT OF BEGINNING;

PARCEL 4:

THAT PART OF LOT 5 OF THE SUPERIOR COURT PARTITION OF THE WEST HALF OF I'E SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ENCEPT THE ILLINOIS AND MICHIGAN CANAL, DESCRIBED AS FOLLOWS:

SECTION 35 OR SAID LOT 5, A DISTANCE OF SO FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 35 OR SAID LOT 5, A DISTANCE OF 50 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 35 OR SAID LOT 5; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORNING AN ANGLE OF 26 DEGREES OI MINUTES AND 57 SECONDS FROM EAST TO MORTH WITH THE AFORESAID SOUTH LINE, A DISTANCE OF 233.75 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 15 FEET SOUTHEASTALY OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF PARCEL CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER. 1, 1920 AND RECORDED DECEMBER 6, 1920 AS DOCUMENT NUMBER 7010118 IN BOOK 16528 PAGE 192; THENCE NORTH EASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 745.0 FEET; THENCE SOUTH EASTERLY AT RIGHT ANGLES TO SAID PARALLEL LINE A DISTANCE OF 265 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 300 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE SOUTHERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE JOHLANY; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 307.32 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35 OR SAID LOT 5; THENCE WEST ALONG SAID SOUTHWEST CORNER OF SAID SECTION 35 OR SAID LOT 5; THENCE WEST ALONG SAID SOUTH LINE P DISTANCE OF 721.57 FEET TO THE POINT OF BEGINNING;

ALSO

PARCEL 5:

A PARCEL OF LAND IN THE EAST HALF OF THE SOUTHEAS' QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

Orgina

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 TO THE SOUTHEASTERLY LINE OF THE CHICAGO AND ALTON RAILROAD COMPANY'S RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 136 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE 50.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. (ENCEPT THAT PART LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE EXTENDED SOUTHWESTERLY OF THE LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER 1, 1920 AND RECORDED DECEMBER 6, 1920 AS DOCUMENT 7010118 IN BOOK 16528 PAGE 192) IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 5:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NOWTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTLEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE NORTH EST QUARTER AFORESAID A DISTANCE OF 1419.50 FEET: THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE A DISTANCE OF 90 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 307.87 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO ARTHUR E. NELSON BY DEED PERORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON NOVEMBER 17, 1964 AS DOCUMENT NUMBER 19305314; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY PROPERTY LINE A DISTANCE OF 131.57 FEET TO THE SOUTHEAST CORYCR OF THE PROPERTY SO CONVEYED SAID SOUTHEAST PROPERTY CORNER BEING A FOINT 1234.61 FEET SOUTH FROM THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND ON A LINE WHICH IS PARALLEL WITH AND 62.00 FEET WEST FROM THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE (BEING THE EAST LINE OF THE PROPERTY SO CONVEYED) A DISTANCE OF 1234.61 FEET TO THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, AND THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;

ALSO

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID AS CREATED BY THE WARRANTY DEED AND GRANT FROM COOK TERMINAL COMPANY, A CORPORATION OF ILLINOIS TO CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, A CORPORATION OF

ILLINOIS DATED JULY 17, 1964 AND RECORDED NOVEMBER 17, 1964 AS DOCUMENT NUMBER 19305312 FOR RIGHT OF WAY AND FOR THE INSTALLATION OF PUBLIC UTILITIES BETWEEN PARCEL 1 AND THE WESTERLY END OF WEST 38TH STREET AS DEDICATED BY PLAT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238235 OVER, UPON AND ACROSS:

THAT PART OF LOT 5 OF THE SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE ILLINOIS AND MICHIGAN CANAL, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT 5 BEING ALSO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, AT A POINT 271.42 FIET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 5 OR THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH ALONG AFORESAID EAST LINE A DISTANCE OF 66.13 FEET TO THE NORTHWESTERLY CORNER OF WEST 38TH STREET AS DEDICATED BY PLAT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238235; THENCE SOUTHWESTERLY ALCNO THE NORTHERLY LINE OF SAID WEST 38TH STREET PRODUCED WESTERIY SAID MORTHERLY LINE BEING ALSO 197.0 FEET SOUTHEASTERLY AND AT RIGHT ANGLES TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TOTHE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER 1, 1920 AND RECORDED AS DOCUMENT NUMBER 7010118 IN BOOK OF RECORDS 16528 ON PACE 192 A DISTANCE OF 321.12 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 103.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE OR PARALLEL WITH THE AFORESAID NORTHERLY LINE OF SAID WEST 38TH STREET PRODUCED WESTERLY A DIGTANCE OF 263.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY DOCUMENT 16729061; THENCE NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 0.81 OF A FOUT & POINT WHICH IS 15 FEET AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF LOT 5; THENCE NORTH PARALLEL TO THE SAID EAST LINE OF LOT 5 BEING ALSO THE WEST LINE OF SAID CONVEYANCE, A DISTANCE OF 44.0 FEET TO THE NORTHWEST CORNER OF SAID CONVEYANCE; THENCE NORTHEASTERLY ALONG THE NORTHERCY LINE OF SAID CONVEYANCE, WHICH IS PARALLEL TO THE SOUTH LINE OF WEST 38TH STREET ENTENDED, A DISTANCE OF 16.16 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AFORESAID AS CREATED BY GRANT FROM THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY, A CORPORATION OF ILLINOIS TO CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, A CORPORATION OF ILLINOIS DATED JULY 9, 1963 AND RECORDED NOVEMBER 17, 1964 AS DOCUMENT 19305311 FOR INGRESS AND EGRESS AND UTILITIES OVER AND UPON:

THAT PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40 FEET IN WIDTH, MEASURED BY RECTANGULAR MEASUREMENT LYING EASTERLY OF AND CONTINGOUS TO THE EAST LINE OF CRAWFORD AVENUE AND LYING BETWEEN THE NORTH AND SOUTH BOUNDARY LINES OF THE PARCEL OF LAND CONVEYED BY THE CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO TO THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY BY DEED DATED JULY 13, 1933 AND RECORDED JULY 27, 1933 AS DOCUMENT NUMBER 11263410 IN BOOK 30771 PAGE 196;

ALSO

PARCEL 5

EASEMENT FOR THE BENEFIT OF PARCEL 4 FOR INGRESS AND EGRESS OVER:

THAT PART OF LOT 5 OF SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE ILLINOIS AND MICHIGAN CANAL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 300 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLIS TO THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY SAID POINT BEING 307.92 FEET NORTHEASTERY? OF THE INTERSECTION WITH SAID PARALLEL LINE AND THE SOUTH LINE OF SAID LOT 5 OR THE SOUTH LINE OF SAID SECTION 35, AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 23.15 FEET TO THE SOUTHWESTERLY CORNER OF THE CENTER EASEMENT TERLTOFORE GRANTED BY THE GRANTOR TO CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, AN ILLINOIS CORPORATION AS EVIDENCED BY DOCUMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 19305312; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID EAST ENT A DISTANCE OF 103 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT, BEING THE NORTHERLY LINE OF WEST 36TH STREET, PRODUCED WESTERLY AS DEPICATED BY PLAT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238235; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID WEST 38TH STREET, PRODUCED WESTERLY SAID NORTHERLY LINE BEING ALSO 197 FEET SOUTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) THE AFORESAID SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY. A DISTANCE OF 23.15 FEET TO THE NORTHEASTERLY LINE OF PARCEL 4 ABOVE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, OF SAID PARCEL 4, A DISTANCE OF 103 FEET TO THE POINT OF BEGINNING;

AND OVER

A STRIP OF LAND IN LOT S IN SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE ILLINOIS AND MICHIGAN CANAL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OR THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 OR SECTION 35 A DISTANCE OF 50 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 26 DEGREES OI MINUTES AND 57 SECONDS FROM EAST TO NORTH WITH AFORESAID SOUTH LINE, A DISTANCE OF 233.75 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 15 FEET SOUTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO THE PEOPLES GAS LIGHT AND COKE COMPANY BY WARRANT, DEED DATED DECEMBER 1, 1920 AND RECORDED DECEMBER 6, 1920 AS DOCUMENT 7010118 IN BOOK 16528 PAGE 192 THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 745 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAIV PARALLEL LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF THE SAID CONVEYANCE OF THE PEOPLES GAS, LIGHT AND COKE COMPANY; THENCE SOUTHWESTERLY ALOGG SAID SOUTH LINE A DISTANCE OF 1018.98 FEET TO THE WEST LINE OF AFORESAID LOT 5 OF SECTION 35; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE (F 14.70 FEET TO THE POINT OF BEGINNING:

ALSO

AN EASEMENT FOR THE BENEFIT OF FARUEL 5 FOR INGRESS AND EGRESS OVER:

A TRIANGULAR PARCEL OF LAND IN THE CAST HALF OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 126.2 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE CHICAGO AND ALTON RAILROAD COMPANY'S RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 136 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE 50.6 FEET MORE OR LESS, TO THE PLACE OF BEGINNING, (EXCEPT THAT PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE EXTENDED SOUTHWESTERLY OF THE LAND CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY BY WARRANTY DEED DATE! DECEMBER 1, 1920 AND RECORDED DECEMBER 6, 1920 AS DOCUMENT 7010118 IN BOOK 16528 ON PAGE 192), ALL IN COOK COUNTY, 1LLINOIS;

ALSO

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 4 AS CREATED BY INSTRUMENT MADE BY ARTHUR E. NELSON AND COOK TERMINAL COMPANY A CORPORATION OF ILLINOIS DATED AUGUST 30, 1965 AND RECORDED SEPTEMBER 14, 1965 AS DOCUMENT 19586433 FOR RIGHT OF WAY AND FOR THE INSTALLATION OF PUBLIC UTILITIES

OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY TO WIT:

THAT PART OF LOT 5 OF THE SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE ILLINOIS AND MICHIGAN CANAL, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT'S BEING ALSO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, AT A POINT 271.42 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 5 OR THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH ALONG AFORESAID EAST LINE, A DISTANCE OF 66.13 FEET TO THE NORTHWESTERLY CORNER OF WEST 38TH STREET AS DEDICATED BY PLAT PECORDED APRIL 13, 1926 AS DOCUMENT 9238235; THENCE SOUTHWESTERLY ALONG THE MORTHERLY LINE OF SAID WEST DSTH STREET, PRODUCED WESTERLY, SAID NORTHERLY LINE BEING ALSO 197 FEET SOUTHEASTERLY AND AT RIGHT ANGLES TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE PEOPLES GAS, SIGHT AND COKE COMPANY BY WARRANTY DEED DATED DECEMBER 1,1920 AND RECORDED AS DOCUMENT 7010118 IN BOOK 16528 PAGE 192 A DISTANCE OF 321.11 FET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, a DISTANCE OF 103 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE OR PARALLEL WITH THE AFORESAID NORTHERLY LINE OF SAID WIST 38TH STREET PRODUCED WESTERLY A DISTANCE OF 263.76 FEET TO THE WESTERLY JINE OF THE PROPERTY CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY DOCUMENT 16729061 THENCE NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 0.81 FEET TO A POINT WHICH IS 15 FEET AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF LOT 5, THENCE NORTH PARALLEL TO SAID EAST LINE OF LOT 5 BEING ALSO THE WEST LINE OF SAID CONVEYANCE A DISTANCE OF 44 FEET TO THE NORTHWEST CORNER OF SAID CONVEYANCE; THENCE NORTHERSTERLY ALONG THE NORTHERLY LINE OF SAID CONVEYANCE WHICH IS PARALLEL TO THE SOUTH LINE OF WEST 38TH STREET EXTENDED, A DISTANCE OF 16.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; 7/5

ALSO

PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 6 AS CREATED BY GRANT FROM CRAWFORD REAL ESTATE DEVELOPMENT COMPANY. AN ILLINOIS CORPORATION, TO ARTHUR E. NELSON DATED JUNE 15, 1969 AND RECORDED JULY 24, 1969 AS DOCUMENT 20909976 FOR INGRESS AND EGRESS AND PASSAGEWAY OVER:

A STRIP OF LAND LYING IN THE WEST HALF OF SECTION 2, TOWNSHIP 38 NORTH. RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SOUTH PULASKI ROAD, FORMERLY SOUTH CRAWFORD AVENUE, SAID LINE BEING THE EAST LINE OF SOUTH PULASKI ROAD, WHICH POINT IS 1385 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2 MEASURED PARALLEL TO THE WEST LINE OF SAID SECTION 2; THENCE EAST ALONG A STRAIGHT LINE PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 TO 1TS INTERSECTION WITH A STRAIGHT LINE WEST OF, PARALLEL TO AND 158 FEET (MEASURED PARALLEL TO SAID SOUTH LINE) WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LINE BEING THE NORTH LINE OF WEST 41ST STREET, A PRIVATE STREET.

THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF STRIP (WEST 41ST STREET), IN COOK COUNTY, LALINOIS;

ALSO

PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCEL 6 AS CREATED BY GRANT FROM THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO ARTHUR H. NELSON DATED JUNE 16, 1967 AND RECORDED NOVEMBER 22, 1967 AS DOCUMENT 20330711 FOR INGRESS AND EGRESS AND PASSAGEWAY OVER A STRIP OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 16.5 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF 1419.50 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE 90 FEET TO THE POINT OF BEGINNING FOR THE AFORESAID CENTER LINE; THENCE WEST ALONG SAID LINE EXTENDED TO A POINT 158 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER AFORESAID ALL IN COOK COUNT?, ILLINOIS;

PARCEL 13:

A PARCEL OF LAND 40 FEET IN WIDTH, IN THE WEST HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE WEST LINE BEING THE EAST LINE OF SOUTH PULASKI ROAD (FORMERLY CRAWFORD AVENUE) THE EAST LINE BEING A LINE EAST OF, PARALLEL TO AND DISTANCE 140 FEET BY RECTANGULAR MEASUREMENT FROM THE WEST LINE OF SOUTH PULASKI ROAD, SAID STRIP OF LAND EXTENDING SOUTH FROM THE SOUTHERLY LINE OF PARCEL OF LAND CONVEYED BY THE CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY TO THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY BY DEED DATED JULY 13, 1933 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 11263410 IN BOOK 30771 PAGE 196 TO A LINE PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1162 FEET SOUTHERLY FROM THE NORTH LINE OF SAID SECTION 2 MEASURED ALONG THE WEST LINE OF SAID SECTION 2, ALL IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS FILED FOR REPORD

1986 DEC 11 PM 2: 41

86593124

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Robert W. Earland, a Notary Public in and for said County in the State aforementioned, do hereby certify that Gordon K. Nelson and Donald A. Nelson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, realed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1044 day of

Notary Public

(TYPE OR PRINT NAME)

(SEAL)

PINA: 16 - 34 - 403 - 012 - 0.1 - 16 - 35 - 300 - 025 16 - 35 - 300 - 026 16 - 35 - 300 - 027 16 - 35 - 300 - 031 - E - A - () 16 - 35 - 300 - 032 - E - A - () 16 - 35 - 300 - 032 - E - A - () 16 - 35 - 300 - 032 19 - 02 - 100 - 025 19 - 02 - 100 - 030

MONNESS: 3800 W. 41ST STREET, CHGO 3905 S. PULASKI RD, CHGD

Property of Cook County Clerk's Office