Permanent Tax ID # 19-12-212-016-0000
Property Address: 250 | 50th Place, Charles, ID | 86913903

THIS MORTGAGE is dated as of December 4 , 19 85 , and is between Lakeside Bank, not personally, but as Trustee under a Trust Agreement dated May 3rd , 19 85 , and known as Trust No. 10-1036 ("Mortgagor") and Lakeside Bank("Mortgagee").

#### WITNESSETH:

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, Mortgagor does by these presents CONVEY and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, , and State of lying and being in the County of Cook Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Fremises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, com, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive,

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demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien; (c) pay when due any indebtedness which may be secured by a ligh or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with (1) requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagor shall upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.
- Upon the request of Mortgagee, Mortgagor shall detriver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not procure, permit nor accept any prepayment, discharge or compromise of any rent nor release any tenant from any obligation, at any time while the indebtedness secured any obligation, at any time while the indebtedness secured y remains unpaid, without Mortgagee's written consent.

  4. Any awards of damage resulting from condemnation proceedings. hereby remains unpaid, without Mortgagee's written consent.
- exercise of the power of eminent domain, or the taking of the Pemisessi for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and

in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

- 5. No remedy or right of Mortgages hereunder shall be exclusive. Each right and remedy of Mortgages with respect to this Mortgage shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgages in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall 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 Mortgages.
- or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Mortgagee, including without limitation, flood damage, where Mortgagee is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note; all policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgager shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to the respective dates of expiration.
- Upon Default by Mortgagor hereunder Mortgagee may, but need not, make any payment or perform any act required of Mortgages hereunder in any form and manner deemed expedient by Mortgages, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or satule any tax lien or other lien or title or claim thereof, or redeam from any tax sale or forfeiture affecting the Premises or contact any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor.

- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "DEFAULT" in the Note, including but not limited to the failure of Mortgagor to comply with or to perform any representation, term, condition, covarant or agreement contained in this Mortgage, the Note or any instrument securing any Liabilities.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or transfer of occupancy or possession of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Tramises, shall be made without the prior written consent of Mortgagee.
- "Liabilities" means all obligations of Mortgagor to 11. Mortgagee for payment of any and all amounts due under the Note, this Mortgage and of any indebtedness, or contractual duty of every kind and nature of Mortgagor or any guarantor of the Note to Mortgagee, howsoever created, arising or evidenced whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collections, legal expenses and attorneys' feet incurred paid by Mortgagee in attempting the collection or enforcement of the Note, any guaranty of the Note, or any other endebtedness of Mortgagor or any guarantor of the Note to Mortgagee or in the reposession, custody, sale, lease, assembly or other disposition of any collatoral for the Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Mortgagee created or arising while Mortgagor or any guarantor of the Note may have been or may be a member of those partnerships. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure outstanding Liabilities in excess of 200 % of the original stated principal amount of the Note and this Mortgage.

- 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgage:. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred or paid by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or or behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after DEFAULT under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be

then occupied as a homestead or not. Mortgages may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

- 15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.
- 16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 17. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all liarilities.
- 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.
- 19. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises divided by the number of annual interest payments due hereunder. Notwithstanding the foregoing, if the taxes or assessments for the last

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ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next aus and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

- 20. Upon request by Mortgages, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 9 of this Mortgage, Mortgager will deposit with Mortgages a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, divided by the number of annual interest payments due hereunder so that such payments are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.
- 21. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- 22. This Mortgage is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

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23. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of the Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand and seal of Mortgagor the day and year set forth above.

300 m THIS DOCUMENT PREPARED

By Kanchan Patankar Lakeside Bank

LAKESIDE BANK As Trustee Under A Trust Agreement Dated May 3rd , 19 85 , and known as Trust No. 10-1036 AND NOT PERSONALLY

The Control

STATE OF ILLINOIS

COUNTY OF COOK

	•
I, Eva M. Ayala	, a Notary Public
in and for said County, in the State at that James T. Collins, Vice Pres. & Trust	oresaid, do hereby certify
that James T. Collins, Vice Pres. & Trust	<u>Officer</u> , of Lakeside Bank,
an Illings Banking Corporation, and F	redrick M. Perry, Assistant
Secretary of said corporation	personally known to me to
de the same persons whose names are sur	scribed to the intedrind
instrument as such Vice President & Tr	ust Officer and
Assistant Secretary , refore me this day in person and acknowle	espectively, appeared be-
fore me this day in person and acknowle	edged that they signed and
delivered the said instrument as their	own free and voluntary
acts, and as the free and voluntary act	t of said corporation, as
Trustee, for the uses and purposes the	rein set forth; and the
said Lakeside Bank acknowledge that he, as ourtodian of the	_did also then and there
acknowledge that he, as custodian of the	ne corporate seal or said
corporation, affixed the said corporate	s sear or said corporation
to said instrument as his own free and	
free and voluntary act of said corporate	tion, as Trustee, for the
uses and purposes therein set forth.	
$O_{\lambda}$	9 11:1:
Given under my hand and notarial:	seal this 6th day or
December , 19 85 .	<i>X</i> ,
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My Commission Expires: My Commission Expires Fel	b. 15, 1989
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Property of Cook County Clerk's Office

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Attached to and forming a part of this Mortgage dated <u>Docomber 4:</u>,

1985 between Lakeside Bank as Trustee under Trust
No. 10-1036 dated May 3, 1985

And Lakeside Bank

EXHIBIT 'A'

Permanent Tax ID # 19-12-212-016-0000 Property Address: 2600 W 50th P1, Chicago, I1

PARCEL 1:
THE WEST 1:00 FEET OF THE EAST 540 FEET OF LOT "A" OF THE RESUBDIVISION OF BLOCK 5 OF M. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF FRE THIRD PRINCIPAL MERIDIAN, (ENCEPT THAT PART LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS FOCUMENT 11098347), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 440 FEET OF LOT "A" (EXCEPT THE NORTH 266 FEET OF THE EAST 295 FEET THEREOF AND EXCEPT THEREOF PART OF THE WEST 145 FEET OF SAID EAST 440 FEET LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS DOCUMENT 11098347) OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION BEING A SUBDIVISION OF THE NORTH WEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PAKCEL 3:

A PAPCEL OF LAND BEING PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 IN WILLIAM D. KERFOOT AND COMPANY'S SIST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCING AT A POINT IN THE EAST LINE OF LOT 'A', 247 FEET SOUTH OF THE NORTH LINE OF SAID LOT 'A'; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 'A', AFORESAID, A DISTANCE OF 278.88 FEET; THENCE WESTERLY ON A CURVED LINE, CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARAMEL LINE AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 31.17 FEET (APG) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 310 FEET WEST OF THE EAST LINE OF LOT 'A', AFORESAID, BEING THE POINT OF BEGINNING; BUNNING THENCE WESTERLY ALONG THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 294.44 FEET; THEMCE SOUTHWESTERLY ON A CURVED LINE, CONVEX TO THE NORTH WEST, WITH A RADIOS OF 309.62 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 40 DEGREES 44 MINUTES 27 SECONDS FROM SOUTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 8.53 FEET (ARC); THENCE CONTINUING SOUTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 25.76 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 42 DEGREES 40 MINUTES 14 SECONDS FROM NORTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 13.95 FEET; THENCE SOUTHEASTERIS ON A CURVED LINE, CONVEX SORTIMESTERLY, TANGEST TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 82.10 FEET; THENCE SOUTHEASTERLY OUA CURVED LINE, CONVEX NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC): THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.35 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX SOUTHWESTERLY, TANGEST TO THE LAST DESCRIBED STRAIGHT LINE AND MAYING A RADIUS OF 329.62 PEET, A DISTANCE OF 172.48 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 295 FEET WEST OF THE EAST LINE OF LOT 'A' AFORESALD; THENCE NORTH ALONG SAID PARALLEL LINE,

A DISTANCE OF 18.53 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 266 FEET SOUTH OF THE NORTH LINE OF LOT 'A' AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 15 FEET; THENCE NORTH ON A LINE DRAWN PARALLEL TO THE EAST LINE OF LOT 'A' AFORESAID, A DISTANCE OF 20.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. PARCEL 4:

THAT PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING. COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 'A' 247 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 'A' AFORESAID, A DISTANCE OF 278.88 FEET; THENCE WESTERLY ON A CURVED LINE CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARALLEL LINE, AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 31.17 FEET WEST OF THE EAST LINE OF LOT 'A' AFORESAID, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND AFORESAID: CONTINUING THENCE WESTERLY ON THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET; THENCE NORTHEFSTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 294.44 FEET TO ITS INTERSECTION . WITH A CURVED LINE; SAID POINT OF INTERSECTION IS FOR CONVENIENCE IN THIS DESCRIPTION HEREINAFTER TERMED 'POINT A' AND SAID CURVED LINE IS HEREINAFTER TERMED 'LINE A' AND IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN A LINE, DRAWN PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' AFORESALD SAID POINT BEING 558 FEET WEST OF THE EAST LINE THEREOF; RUNNING THENCE SOUTH WESTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 6 DEGREES 12 MINUTES WITH THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 25.02 FIET: THENCE SOUTH WESTERLY ON A CURVED LINE, CONVEX NORTH WESTERLY TANGERT TO THE LAST DESCRIBED STRAIGHT LINE, HAVING A RADIUS OF 309.62 FEFT, A DISTANCE OF 97.40 FEET, MORE OR LESS TO 'POINT A' AFORESAID, RUNNING THENCE NORTH EASTERLY ALONG THE CURVED 'LINE A' AFORESAID, A DISTANCE OF 97.40 FEET; THENCE CONTINUING NORTH EASTERLY ALONG SAID 'LINGN' A DISTANCE OF 25.02 FEET OF SAID POINT IN SAID LINE, DRAWN PARALLEY TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' THENCE EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 558 FEET TO THE EAST LINE OF LOT 'A' AFORESAID THENCE SOUTH ALONG THE EAST LINE OF LOT 'A' A D STANCE OF 200 FEET; THENCE WEST ALONG A LINE 266 FEET SOUTH OF AND PARALLEY TO THE NORTH LINE OF LOT 'A' A DISTANCE OF 310 FEET THENCE NORTH ALCRO A LINE 310 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 'A' AFORESA'D, A DISTANCE OF 20.57 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART OF THE NORTH 66 FERT OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTH WEST 1/4, EXCEPT THE NORTH 133 FEET THEREOF, OF THE NORTH LAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST

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OF THE THIRD PRINCIPAL MERIDIAN, CHICAGO, CONVEYED BY PHIPPS INDUSTRIAL LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY DEED, DOCUMEN'T 8296417, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE WEST LINE OF SOUTH ROCKWELL STREET AND SOUTH LINE OF LAND CONVEYED TO THE INDIANA HARBOR BELT RAILROAD BY SAID PHIPPS INDUSTRIAL LAND TRUST BY DEED AFOREMENTIONED, (THE SAME ALSO BEING THE NORTH LINE OF PROPERTY CONVEYED TO CHICAGO GRANTINIE MANUFACTURING COMPANY BY DEED DOCUMENT 11930079) MEASURE NORTHERLY 46 FEET ALONG SAID WEST LINE OF SOUTH ROCKWELL STREET TO THE POINT OF BEGINNING; THENCE WEST ALONG A STRAIGHT LINE PARALLEL WITH AND 46 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 286.29 FEET TO A POINT OF CURVE; THENCE SOUTH WESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH WEST HAVING A RADIUS OF 683 03 FEET, AND BEING TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE OF 80.47 FEET TO POINT OF COMPOUND CYRYE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH WEST HAVING A RADIUS OF 877.63 FEET AND HAVING A COMMON TANGENT WITH LAST DESCRIBED CURVE LINE AT SAID POINT OF COMPOUND CURVE; AN ARC DISTANCE OF 67.14 FEET TO A POINT TANGENCY; THENCE CONTINUING SOUTHWISTERLY ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID POINT OF TANGENCY A DISTANCE OF 52.96 FEET TO A POINT OF CURVE; THENCE CONTINUING FURTHER SOUTH WESTERLY ALONG A CURVED LINE CONVEY TO THE NORTH WEST HAVING A RADIUS OF 60 FEET AND BEING TANGENT TO SAID CAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE OF 41.0) FEET TO A POINT IN SAID SOUTH LINE OF LAND CONVEYED BY THE PHIPPS INDUSTRIAL LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY SAID AFOREMENTIONED DEED OF JANUARY 12, 1924, SAID POINT BEING 519.43 FEET DISTANT WESTERLY MEASURED ALONG THE SAID SOUTH LINE OF PREMISES CONVEYED BY SAID DEED OF JANUARY 12, 1924 FRON SAID WEST LINE OF SOUTH RACKWELL STREET, ALL IN COOK COUNTY, ILLINOIS PARCEL 6:

LOTS 25 AND 26 IN B. F. JACOB'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND GRAND TRUNK RAILROAD IN COOK COUNTY, ILLINOIS PARCEL 7:

LOTS 27 AND 28 IN B. F. JACOB'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH LAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND GRAN TRUNK RAILROAD IN COOK COUNTY, ILLINOIS.

