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SECOND MORTGAGE AGREEMENT

THIS SECOND MORTGAGE AGREEMENT, made OCTOBER 11, 1985, between JOSEPH MARINO and HILDA MARINO, his wife (herein sometimes collectively referred to as "Mortgagor") and GLEN MARINO and PATRICIA MARINO (herein sometimes referred to as or "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed a Promissory Installment Note (herein sometimes referred to as "Note") bearing even date herewith in the principal sum of ELEVEN THOUSAND DOLLARS (\$11,000.00) advanced or to be advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note, any unpaid remaining balance provided for in the Note or herein being due and payable on demand.

WHEREAS, Mortgagor is desirous of securing the prompt payment of the principal of the Note together with interest thereon in accordance with the terms thereof, and any additional indebtedness owing to Mortgagee on account of any future payments, advances, or expenditures made by said Mortgagee pursuant to said Note or this Mortgage;

ARTICLE I THE GRANT

NOW THEREFORE, Mortgagor, to secure payment of the indebtedness secured hereby and the performance of the covenants and agreements herein contained to be performed by Mortgagor, and for TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, mortgage and warrant unto Mortgagee, its successors and assigns, all that certain real property and all of its estate, right, title and interest therein situated in Cook County, Illinois, which real property is described on Exhibit A attached hereto and made a part hereof hereinafter referred to as the "Premises";

TOGETHER WITH all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining said Premises.

TOGETHER WITH all buildings, structures, and improvements now or hereafter erected thereon and all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said Premises, including but

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not limited to furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on said Premises, together with any and all replacements thereof and additions thereto;

TOGETHER WITH all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain of the whole or any part of said Premises or any easement therein, including any awards for changes of grade of streets which awards are hereby assigned to the Mortgagee who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt even though the amount owing thereon may not then be due and payable and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee.

TOGETHER WITH all building materials, fixtures, machinery, and equipment delivered on site to the Premises during the course of construction, alteration, or repairs of any buildings or improvements now or hereafter erected thereon, if intended for addition thereto, or incorporation therein or thereon, or if suitable for any such use.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Premises or any part thereof, hereby mortgaged or intended so to be, or in any way appertaining thereto, including but not limited to all income, rents, and profits arising therefrom, all streets, alleys, passages, ways, watercourses, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, as well as any after-acquired title of Mortgagor, to the Premises or any part thereof.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein, under the following terms and conditions.

PROVIDED, HOWEVER, the foregoing grant is made subordinate and subject to the provisions of the "Prior Mortgage" and the rights of the "Prior Mortgagee" thereunder (as those terms are defined in Article III hereof).

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ARTICLE II COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

2.1 Security Agreement. If any of the property described above does not form a part and parcel of the Premises or does not constitute a fixture, as the term is defined in the Uniform Commercial Code, this Mortgage is hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of hereby creating a security interest in the Premises. The Mortgagor hereby grants said security interest to the Mortgagee, as Secured Party, as that term is defined in the Uniform Commercial Code.

2.2 Waste and Maintenance of Premises. The Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of the Mortgagee; shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

2.3 Insurance Obligation. The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said Land against loss or damage by fire, lightning, windstrom, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear. The Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Mortgagor will give prompt notice thereof to the Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the Premises to substantially the same condition as the Premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, the Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Mortgagor.

2.4 Payment of Taxes and Other Charges. The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or

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which may be assessed against the Premises or any part thereof, without any deduction or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

2.5 Tax and Insurance Fund. Without limiting the effect of Sections 2.3 and 2.4 hereof, the Mortgagor shall pay to the Mortgagee monthly at the time when such monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12) of the annual insurance premiums, real estate taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagor for the payments required under Sections 2.4 and 2.5, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

2.6 Condemnation. If any part of the Premises, but less than all, is taken or acquired, either temporarily or permanently, by any condemnation proceeding or by the right of eminent domain, any award or payment received by the Mortgagor shall be payable jointly to the parties hereto, subject to the rights of the Prior Mortgagee. Said payment or award shall be utilized first to restore or repair any damage to the Premises occasioned by said taking. Thereafter, the Mortgagee shall receive that proportion of the award or payment that the award or payment shall bear to the sum of ELEVEN THOUSAND DOLLARS (\$11,000.00). Said amount shall be applied to the then existing balance due the Mortgagee and the remaining portion of the award or payment shall be payable to the Mortgagor.

In the event that all of the Premises are so taken or acquired by any condemnation proceedings or by the right of eminent domain, any award or payment received by the Mortgagor subject to the rights of the Prior Mortgagee shall be paid to the Mortgagee for application against the then existing balance and any remaining portion of the award or payment shall be retained by the Mortgagor.

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2.7 Compliance With Ordinances. The Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

2.8 Prepayment Privilege. At such time as the Mortgagor is not in default under the terms of the Note, or under the terms of this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions, if any, set forth in the Note, but not otherwise.

2.9 Restrictions on Transfer. It shall be an immediate Event of Default and default hereunder, if, without the prior written consent of the Mortgagee, the the Mortgagor shall create, effect, or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein.

The foregoing provisions of this Section 2.9 shall not apply to (i) to liens securing the indebtedness hereby secured, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interests therein, or any beneficial interest, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owners heirs, legates, devisees, executors, administrators, estate, personal representatives and or committee, or (iv) the lien of the Prior Mortgage. The provisions of this Section 2.9 shall be operative with respect to, and shall binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock or partnership or joint venture interest in the Mortgagor or any beneficiary of the Mortgagor.

ARTICLE III PRIOR MORTGAGE PROVISIONS

3.1 Prior Mortgage. With respect only to the real estate described in Exhibit "A" which is attached hereto and made a part hereof, this Mortgage is junior and subordinate to (a) the terms, conditions, and security of that certain prior mortgage or trust deed described in Exhibit "B" and, to the extent it encumbers property subject to the lien hereof, of any other security documents given in connection therewith and recorded prior to the recording hereof, and (b) the rights of each respective holder thereof from time to time (which prior mortgage is referred to herein as the "Prior Mortgage", and such holder thereof is referred to herein as "Prior Mortgagee").

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3.2 Defaults and Modifications. Mortgagor hereby covenants and agrees (a) not to suffer or permit any default to occur under the terms of the Prior Mortgage and all other documents or instruments evidencing or securing the indebtedness secured thereby; and (b) without the prior written consent of Mortgagee, not to cause any modification to be made in the Prior Mortgage and such other documents or instruments. Mortgagor covenants and agrees that any default or breach of any covenants, as contained in the note secured by the Prior Mortgage (which note is herein referred to as the "Prior Note") or any other document or instrument securing the Prior Note that remains uncured for the applicable period of time allowed for the curing of defaults under the Prior Mortgage, shall constitute a default under this Mortgage and, thereafter, Mortgagee at its option may declare all indebtedness hereby secured, without notice, to be immediately due and payable, and Mortgagee may foreclose this Mortgage as in the case of any other default hereunder, without regard as to whether the Prior Mortgage is then being foreclosed upon. Notwithstanding anything to the contrary that may be contained in or implied from this Mortgage, Mortgagor shall not be obligated to perform any obligation hereunder that would place it in default, or that would, upon notice or passage of time or both, place it in default, under the Prior Mortgage.

3.3 Performance by Mortgagee. Mortgagor hereby authorizes Mortgagee, at its option, to perform any covenants, do any acts, and make any payments required by the terms of the Prior Mortgage, the Prior Note, or any other document securing the Prior Note that have not been performed by, done by, or paid by Mortgagor at the times required by such documents and instruments. All expenses incurred and all sums paid by Mortgagee relative to the foregoing authority shall be secured hereby with interest thereon at the Default Interest Rate and shall be payable to Mortgagee on demand. The exercise of the option by Mortgagee to perform any of such covenants, do any of such acts, or make any of such payments as aforesaid may be made by Mortgagee prior to, simultaneously with, or subsequent to the exercise by Mortgagee of the option in this paragraph contained to declare all indebtedness hereby secured, without notice, to be immediately due and payable.

ARTICLE IV DEFAULT AND BREACH

4.1 Events of Default. The following shall constitute Events of Default hereunder:

- (a) The failure of the Mortgagor to pay any installment of principal or interest when the same is due.
- (b) The failure of the Mortgagor to pay any other sum required to be paid in the Note or in this Mortgage when the same is due.
- (c) The failure of the Mortgagor to perform any covenant or agreement in the Note or in this Mortgage.
- (d) Any assignment for the benefit of the Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate the Mortgagor's

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estate, or the Mortgagor's becoming insolvent within the meaning of the federal Bankruptcy Code.

- (e) The occurrence of any default under any of the Prior Note, Prior Mortgage or other documents securing repayment of the indebtedness evidenced by the Prior Note as described in Paragraph 3.2 hereof.

4.2 Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the option of the Mortgagee, become immediately due and payable without notice or demand, and in any such Event of default the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgment, all expenses which may be paid or incurred by or on behalf of the Mortgagee for the attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other expenses which the Mortgagee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid principal and interest under the Note; and fourth, any surplus to the Mortgagor, his successors, or assigns.

4.3 Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Premises and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by the Note or this Mortgage, without notice and without regard to the adequacy of the Premises to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its option, itself take possession of the Premises during the period of redemption, and collect the rents and apply them in the manner set forth above.

4.4 Failure to Pay Taxes. If the Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with interest on each such advance at the rate of eighteen percent (18%) per annum, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Mortgagee to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default of the Mortgagor.

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4.5 **Assignment of Leases and Rents.** As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby and subject to the rights of the Prior Mortgagee, the Mortgagor hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured; and in any such case the Mortgagor hereby confers on the Mortgagee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs expenses incident to managing, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event the Mortgagor's title to the Premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

ARTICLE V SATISFACTION AND RELEASE

If the Mortgagor complies with the provisions of this Mortgage and pays to the Mortgagee said principal sum, and all other sums payable by the Mortgagor to the Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

ARTICLE VI MISCELLANEOUS

6.1 **Notice.** A notice which is mailed by certified mail to the Mortgagor to the address of the Premises or at such other address as the Mortgagor shall designate to the Mortgagee in writing, shall be sufficient notice when required under this Mortgage, notwithstanding Mortgagor's inability or refusal to accept or claim such certified mail.

6.2 **Cumulative Rights and Remedies.** The rights and remedies of the Mortgagee as provided herein, or in said Note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

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6.3 Subrogation to Prior Lienholder's Rights. If the proceeds of the loan secured hereby, any part thereof, or any amount paid out or advanced by Mortgagee is used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

6.4 Waiver of Rights of Redemption, Valuation and Appraisalment. The Mortgagor hereby waives any and all rights of redemption from the sale under any order or decree of foreclosure of this Mortgage securing the Note on its behalf and on behalf of each and every person, except a decree where judgment creditors of the Mortgagor, acquiring any interest in or total to the premises subsequent to the date of this Mortgage and the Note. The Mortgagor also waives any and all relief from valuation and appraisalment laws.

6.5 State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Illinois, and all obligations of the parties created hereunder are performable in Cook County, Illinois.

6.6 Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

6.7 Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.8 Time of Essence. Time is of the essence of this Mortgage.

6.9 Construction. The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Mortgagor and the Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several.

6.10 Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

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IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage
this 11 day of October, 1985.

MORTGAGOR:

Joseph Marino
JOSEPH MARINO

Hilda Marino
HILDA MARINO

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SYDNEY RUBIN, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH MARINO and HILDA MARINO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 11th day of October, 1985.

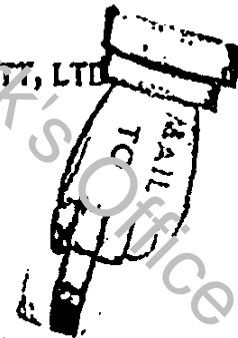
Sydney Rubin

NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires June 21, 1986

This instrument was prepared by:

William J. Lapple, Esq.
ROBBINS, RUBINSTEIN, SALOMON & GREENBLATT, LTD
25 East Washington Street
Suite 1000
Chicago, Illinois 60602
(312) 782-9000



Mail To: Washington Bk + Tr Co
Washington Bstn Ad.
Naperville, IL 60566

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EXHIBIT "A"

South half of Lot 14 in Block 3 in Gray Land a Subdivision of the Northwest Quarter (Except 10 acres in the Northeast corner thereof) in Section 22, Township 40 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois.

3851 N. Kilbourn - Chicago
P.T.N. 13-22-109-003 K

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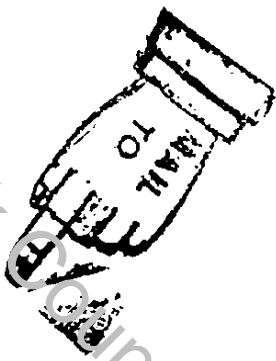
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Mail to:

WASHINGTON BANK & TRUST COMPANY
OF NAPERVILLE
WASHINGTON & CARTER ROADS
NAPERVILLE, ILLINOIS 60566

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