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ILLINOIS  
1986

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Above Space For Recorder's Use Only

69-71-466 DB

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.**

KNOW ALL MEN BY THESE PRESENTS, That PHILLIP C. FOWLER AND VIVIAN W. FOWLER, his wife, Rt. 1 - Box 107, Tinley Park,

of the County of Cook and State of Illinois for and in consideration of the payment of the indebtedness secured by the mortgage/assignment of rents, security agreement hereinafter mentioned, and the cancellation of all the notes

thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto DIANE ADRIANOWICZ, widow and

STANISLAV ROGUSKI, unmarried person, 3332 N. Lawndale, Chicago, IL

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain mortgage/assignment of rents, security agreement, bearing date the 10th day of

January, 1986 and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book -- of records, on page --, as document No. 86067656/86067657, 86005151 to the premises

therein described as follows, situated in the County of Cook, State of Illinois, to wit:

(see legal description attached)

- 31-04-200-037-0000
- 31-04-200-034-0000
- 31-04-200-032-0000
- 31-04-200-005-0000

*off* parcels are being joining

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*183rd and La Claire Avenue  
Tinley park, ill*

together with all the appurtenances and privileges thereunto belonging or appertaining.

Witness es hand s and seal s, this 6th day of March, 1986.

Phillip C. Fowler (SEAL)  
Phillip C. Fowler

Vivian W. Fowler (SEAL)  
Vivian W. Fowler

This instrument was prepared by HAROLD E. COLLINS & ASSOCIATES, 332 S. MICHIGAN  
(NAME AND ADDRESS) CHICAGO, IL

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RELEASE DEED

TO

ADDRESS OF PROPERTY:

BOX 333 - HW

MAIL TO: *Maryann*

*332 S. Madison  
Suite 958  
Chicago, IL 60604*

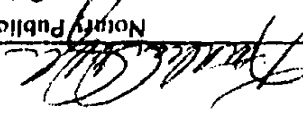
GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

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Commission expires 2-17-90

Notary Public



Given under my hand and official seal this 6th day of March 19 86

act, for the uses and purposes therein set forth.

such \_\_\_\_\_ signed, sealed and delivered the said instrument as their free and voluntary

scribed to the foregoing instrument, appeared before me this day in person and acknowledged that they as

\_\_\_\_\_ personally known to me to be the same person, whose names are sub-

Phillip C. Fowler and Vivian W. Fowler, his wife

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned

STATE OF Illinois }  
COUNTY OF Cook }  
SS.

## EXHIBIT ONE

### SCHEDULE A - LEGAL DESCRIPTION

\*PROPERTY COMMONLY KNOWN AS FOWLER MUSHROOM FARM, 183RD & LACLAIRE AVENUE, TINLEY PARK, ILLINOIS; SECURED BY PHILLIP C. AND VIVIAN W. FOWLER, HUSBAND AND WIFE UNDER SECURITY AGREEMENT DATED 1/10/86; MORTGAGE DATED 1/10/86, INSTALLMENT NOTE DATED 1/10/86 AND ASSIGNMENT OF RENTS DATED 1/10/86.

LEGAL DESCRIPTION IS AS FOLLOWS:

#### PARCEL 1:

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

#### PARCEL 2"A"

THAT PART OF NORTH 50 ACRES OF WEST 1/2 OF NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN NORTH LINE OF SAID WEST 1/2 WHICH IS 350.58 FEET EAST OF NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET, THENCE EAST PARALLEL TO SAID NORTH LINE A DISTANCE OF 175.29 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE 497.00 FEET, TO A POINT IN SAID NORTH LINE OF SAID WEST 1/2; THENCE WEST ON SAID NORTH LINE 175.29 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM:

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THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 350.58 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 152.55 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE TO 097 DEGREES 56 MINUTES 26 SECONDS TO THE LEFT, OF THE LAST-DESCRIBED COURSE EXTENDED, A DISTANCE OF 106.31 FEET TO A POINT, THENCE EASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 171 DEGREES, 35 MINUTES 27 SECONDS WITH THE LAST-DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 137.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 175.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM LANDS DEDICATED FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

AND

PARCEL 2"B":

THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 275.29 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID WEST 1/2, A DISTANCE OF 75.29 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET TO THE NORTH LINE OF THE SAID WEST 1/2; THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 75.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART FALLING IN 183RD STREET AS WIDENED) IN COOK COUNTY, ILLINOIS

AND

PARCEL 2"C":

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 202.94 FEET; THENCE NORTHERLY IN A STRAIGHT LINE A DISTANCE OF 497.00 FEET TO A POINT IN THE SAID NORTH LINE OF THE WEST 1/2 WHICH IS 735.68 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST ON SAID NORTH LINE 209.81 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 171.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 525.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 207.88 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 089 DEGREES 40 MINUTES 44 SECONDS TO THE LEFT OF THE LAST-DESCRIBED COURSE EXTENDED A DISTANCE OF 140.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2, A DISTANCE OF 209.81 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OSD SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

AND

\*PROPERTY COMMONLY KNOWN AS 5658 WEST DIVERSITY, CHICAGO, ILLINOIS, SECURED AS COLLATERAL BY PHILLIP AND VIVIAN FOWLER, HUSBAND AND WIFE UNDER SECURITY AGREEMENT DATED 1/10/86; MORTGAGE DATED 1/10/86; ASSIGNMENT OF RENTS DATED 1/10/86 AND INSTALLMENT NOTE DATED 1/10/86.

LEGAL DESCRIPTION IS AS FOLLOWS:

PARCEL 3

LOTS 24 AND 25 IN THE SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## SCHEDULE B - CHATTEL LIST

- 1-- Ford 4000 Industrial Tractor
- 1-- Superior Loader
- 1-- Ford 335 Diesel Tractor-Leader
- 4-- Pannell conveyors (aluminum, electric)
- 1-- 24ft; 3 - 20ft; 1 - 10ft Donkey-
- 2-- 5ft Donkeys used to electrically and hydraulically move other conveyors in and out of the mushroom houses
- 2-- distributing conveyors (1 Farmco; 1 Pannell)
- 1-- 80ft Aluminum track
- 1-- Filling machine (electric, 5 H.P. Pannell)
- 
- 4-- Steel Conveyors - for emptying mushroom houses
- 
- 1-- Transporter for lead conveyor
- 
- 1-- Cyclotherm Boiler (High Pressure - 20 H.P.)
- 1-- Combustion Equipment Boiler (High Pressure 50 H.P.)
- 
- 1-- National Boiler (Low Pressure 5 H.P.)
- 1-- Pacific (Fire Box) (Low Pressure 50 H.P.)
- 
- 1-- Generator (Electric Machine with Cummings Diesel Engine 50 K.W.)
- 
- 1-- Honeywell (Phaza II) automatic pasteurizer including damper motor - Steam motor valves and accompanying proportionating control relay and set point control
- 
- 2-- 10 ton; 2-5 ton; 2-7 ton stationary Air Conditioners along with their various cooling condensers.

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--1-- 7 1/2 ton; 1-5 ton; 2-4 ton; 2-3 ton self  
container air conditioners

-----  
--6-- each non overload Blowers with motor (2 H.P.  
electric) with stand, intake, dampers, ventila-  
tion and filter containers

--1-- custom made (3 H.P. electric) Blower, damper,  
ventilator and filter container

-----  
--1-- Energy Management System, Paragon Computer  
ES-732

-- -- All inventory, meaning all merchandise, raw  
materials, work in process, finished goods and  
other tangible property now owned or hereafter ac-  
quired by undersigned Debtors and held for sale or  
lease or to be furnished under contracts of ser-  
vice or used or consumed in undersigned's busi-  
ness and all accessions or additions thereto and,  
without limiting this definition, inventory in-  
cludes all of Debtor's inventory of: all accounts,  
accounts receivable, contract rights and chattel  
paper now owned or hereafter acquired; and all  
proceeds of products of all the foregoing.

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DIANE ADRIANOWICZ, WIDOW AND STANISLAV ROGUSKI, UNMARRIED PERSON, 3332 N. LAWNDALE, TINELY PARK, ILLINOIS (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to PHILLIP C. AND VIVIAN W. FOWLER, HUSBAND AND WIFE, RT. 1-BOX 107, TINLEY PARK, ILLINOIS (hereinafter called "Secured Party") a security interest in, and mortgages to Secured Party, the above described real estate, chattels, goods, inventory, accounts receivable and any and all additions and accessions thereto and products and proceeds of sale thereof (hereinafter called the "Collateral"):

The undersigned agrees to deliver to the holder additional collateral should the holder deem itself insecure.

At the option of the holder, all Obligations shall become immediately due and payable without notice or demand upon the occurrence of any of the following events of default; (a) failure of the undersigned, with or without demand or notice, to deliver additional security as above agreed; (b) default in the payment of any installment of principal or interest as hereinabove provided, or in the payment or performance of any liability or obligation of any of the undersigned or of any maker, endorser or guarantor of any liability or obligation of any of the undersigned, to the holder; (c) failure to pay when due any premium on any life insurance policy held as collateral hereto; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, anymaker, endorser, or guarantor hereof; (e) default under any related collateral or other agreement between the holder and the undersigned, any endorser or guarantor; (f) permitting a lien or judgment to remain outstanding for thirty (30) days. Upon the occurrence of any such event of default, and at any time thereafter the holder shall have the remedies of a secured party under the Uniform Commercial Code. The requirement of 30 days notice shall be met if such notice is mailed, postage prepaid, to the undersigned at the address given below at least five days before the time of the sale or disposition.

Right is expressly granted to the holder at its option to transfer at any time to itself or to its nominee any securities pledged hereunder and to receive the income thereon and hold the same as security herefor, or apply it on the principal or interest due hereon or due on any liability secured hereby.

Any deposits or other sums at any time credited by or due from the holder to any maker, endorser or guarantor hereof and any securities or other property of any maker, endorser or guarantor hereof in the possession of the holder may at all times

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be held and treated as collateral security for the payment of the Obligations. The holder may apply or set off such deposits or other sums or other property against said liabilities or upon any other indebtedness at any time.

The holder may at its option, whether or not this note is due, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to collateral held hereunder. The holder shall not be bound to take any steps necessary to preserve any rights in the collateral against prior parties, which the undersigned hereby assumes to do.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

Every maker, endorser and guarantor of this note, or the obligation represented hereby, waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this note, assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and/or to the addition or release of any other party or person primarily or secondarily liable.

The undersigned will pay on demand all costs of collection and attorneys' fees, incurred or paid by the holder in enforcing this note on default.

To secure the payment of said amount due or to become due hereunder, the undersigned, and each of them hereby authorizes irrevocably any attorney of any court of record to appear for the undersigned, or any one or more of them in such court, in term time or vacation, at any time after this note is not paid when due, either on its stated date of maturity or by election as aforesaid, and confess judgment without process in favor of the legal holder of this note for such amount as may appear unpaid thereon, together with costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceeding, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue hereof. Notwithstanding any provision hereof or of any applicable law if this note does not evidence a debt created for business or commercial purposes, the holder

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irrevocably disclaims, waives and releases all rights to place a lien arising by virtue of a judgment entered by confession on any residential real property in which the undersigned debtor now or hereafter has an interest.

As herein used, the word "holder" shall mean the payee or other endorsee of this note, who is in possession of it, or the bearer hereof, if this note is at the time payable to the bearer.

Interest on this note shall be computed for actual days on a 365 day --- year basis.

This is a Commercial Loan Transaction

----- DATED ----- DIANE ADRIANOWICZ

----- ADDRESS ----- STANISLAV ROGUSKI

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, do hereby certify that DIANE ADRIANOWICZ, widow and STANISLAV ROGUSKI, unmarried person, 3332 N.Lawndale, Tinley Park, Illinois, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1986.

-----  
Notary Public

8611532A