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87610931

Loan No. 11280-6
This instrument was prepared by:

Conrad J. Nagles, Attorney
(Name)
4801 West Belmont Avenue
(Address)
Chicago, Illinois 60641

MORTGAGE

15.00

THIS MORTGAGE is made this 9th day of November 1987, between the Mortgagor, JOSEPH T. SOMMER, DIVORCED AND NOT REMARRIED, (herein "Borrower"), and the Mortgagee, COMMUNITY SAVINGS BANK, a corporation organized and existing under the laws of State of Illinois, whose address is 4801 West Belmont Avenue - Chicago, Illinois 60641 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 9, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2002;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

SEE RIDER ATTACHED HERETO;

which has the address of 210 Edgewood Lane Palatine
Illinois 60067 (Street) (City)
(herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOV 12 8 77 1 - 42 - 480 J

Proprietor of Cook County Clerk's Office

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BOX 330

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

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1987 NOV 13 AM 11:04

COOK COUNTY, ILLINOIS
FILED FOR RECORD

(Space Below This Line Reserved For Lender and Recorder)

OFFICIAL SEAL
Kathleen McKenna
Notary Public, State of Illinois
My Commission Expires 9-12-90

[Signature]
Notary Public

My Commission expires: 9-12-90

Given under my hand and official seal, this 9th day of October, 1987.

set forth.

signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that Joseph T. Sommer, Applicant, and Not. Remarked,

I, Kathleen McKenna, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

—Borrower

—Borrower

Joseph T. Sommer

[Signature]

IN WITNESS WHEREOF, Borrower has executed this Mortgage

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option, prior to release of this Mortgage, may

make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

Mortgage, exceed the original amount of the Note.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration

hereof or abandonment of the Property, Lender shall, prior to acceleration under paragraph 18

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

no acceleration had occurred.

no acceleration had occurred.

no acceleration had occurred.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Lender's written agreement or applicable law, Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amount disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking of the Property. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

11. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments.

12. Borrower (not released). Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

13. Forbearance by Lender. Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound. Joint and Several Liability. Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several.

16. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property. Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender in the manner designated herein.

18. Uniform Mortgage Governing Law Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

19. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

20. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold in excess of three years or less, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender is satisfied to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall require. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

21. Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

22. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall be given to the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall require. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

23. Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

24. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall be given to the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall require. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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20. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold in excess of three years or less, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender is satisfied to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall require. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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23. Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

24. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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Property commonly known as: 210 Edgewood Lane - Palatine, Illinois 60067.

Easements

Permanent Tax No. 02-35-100-087 Parcel 1 and Other Property; 02-35-100-082 Affects Easements; 02-35-100-085 Affects Easements; 02-35-100-086 Affects Easements; 02-35-100-089 Affects

to Richard A. Napolitano and Kathryn M. Napolitano, His Wife,
November 3, 1969 as Document No. 21002872 From Edward M. Strauss and Dorothy Strauss, His Wife,
and Recorded November 3, 1969 as Document No. 21002872 From Edward M. Strauss and Dorothy Strauss, His Wife,
Thereof. All in Cook County, Illinois, as Reserved in the Warranty Deed Dated November 1, 1969
Running From a Point on the East Line of Said Tract 202.44 Feet South of the North East Corner
Feet; Thence East 201.30 Feet to the Place of Beginning, which lies North of a Line Described as
of the South Line of Said North West Quarter (NW $\frac{1}{4}$); thence West 201.30 Feet, Thence North 530.64
September 30, 1863 as Document No. 71075; Thence South 530.64 Feet to a Point 216.48 Feet North
Beginning at the North West Corner of a Tract Conveyed to Henry Hartung by Deed Recorded

as follows:

Township Forty-Two (42) North, Range Ten (10) East of the Third Principal Meridian, Described
That Part of the South 11.32 Chains of the North West Quarter (NW $\frac{1}{4}$) of Section Thirty-Five (35),
Southerly Thirty (30) Feet of That Part of the Following Described Tract:

PARCEL 5:
Easement for the Benefit of Parcel 1 for Ingress and Egress and Driveway Purposes Over the

Known as Trust Number 85.
National Banking Association, as Trustee Under Trust Agreement Dated November 16, 1964 and
Edward M. Strauss and Dorothy Strauss, His Wife, to the First National Bank of Park Ridge,
Deed in Trust Dated August 3, 1965 and Recorded August 17, 1965 as Document 1955922 From
as Measured on the North Line Thereof) in Cook County, Illinois, as Reserved in the Corrective
of the South West Quarter (SW $\frac{1}{4}$) of Said Section Thirty-Five (35) (Except the West 158.50 Feet
Woodlands, a Subdivision of Part of the North West Quarter (NW $\frac{1}{4}$) and Part of the West Half (W $\frac{1}{2}$)
(10) East of the Third Principal Meridian, Along North of Lot Fifty-Three (53) in Plum Grove
North West Quarter (NW $\frac{1}{4}$) of Section Thirty-Five (35), Township Forty-Two (42) North, Range Ten
Southerly Thirty (30) Feet of That Part of Lot Twenty-Eight (28) in Assessor's Division of the
Easement for the Benefit of Parcel 1 for Ingress and Egress and Driveway Purposes Over the

PARCEL 4:

Dorothy Strauss, His Wife, to Dominic Volpe and Jennie M. Volpe, His Wife,
1964 and Recorded March 25, 1964 as Document No. 19081697 From Edward M. Strauss and
North, Range Ten (10) East of the Third Principal Meridian, as Reserved in Deed Dated March 24,
(SW $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) of Section Thirty-Five (35), Township Forty-Two (42)
Part of the North West Quarter (NW $\frac{1}{4}$) and Part of the West Half (W $\frac{1}{2}$) of the South West Quarter
Principal Meridian Lying North of Lot Fifty-Three (53) in Plum Grove Woodlands a Subdivision of
Section Thirty-Five (35) Township Forty-Two (42) North, Range Ten (10) East of the Third
Part of Lot Twenty-Eight (28) in the Assessor's Division of the North West Quarter (NW $\frac{1}{4}$) of
South Thirty (30) Feet of the West 158.80 Feet (As Measured on the North Line Thereof) of That
Easement for the Benefit of Parcel 1 for Ingress and Egress and Driveway Purposes Over the

PARCEL 3:

Edward M. Strauss Dated May 13, 1964 and filed June 18, 1964 as Document LR 2155749;
Three (53), All in Cook County, Illinois, as Created by Declaration of Easements Made by
Convey to the East and Having a Radius of 308.23 Feet to the North Line of Said Lot Fifty-
Feet to a Point of Curve; Thence Northerly on a Curved Line Tangent to the Last Described Line
Said Most Easterly West Line Extended South of Said Lot Fifty-Three (53) a Distance of 305.06
Degrees Forty-Three (43) in Thirty (30) Seconds as Measured from the North to North East with
Said Lot Fifty-Three (53); Thence Northeasterly on a line forming an angle of Thirty-Two (32)
Woodlands and the Most Easterly West Line thereof extended fifty (50) Feet to the South Line of
Commenting at the Intersection of the South Line of Lot Fifty-Three (53) in Said Plum Grove
East of the Third Principal Meridian, The Center Line of which is Described as follows:

PARCEL 2:

Subdivision of Part of the North West Quarter (NW $\frac{1}{4}$) and Part of the West Half (W $\frac{1}{2}$) of the South
of Land 30.0 Feet in Width Through Lot Fifty-Three (53) in Plum Grove Woodlands, Being a Strip
Easement for the Benefit of Parcel 1 for Ingress and Egress and Driveway Purposes Over a Strip
West Quarter (SW $\frac{1}{4}$) of Section Thirty-Five (35), Township Forty-Two (42) North, Range Ten (10)
East of the Third Principal Meridian, The Center Line of which is Described as follows:

PARCEL 1:

The North 187.64 Feet of That Part of the East Half (E $\frac{1}{2}$) of the North West Quarter (NW $\frac{1}{4}$) of
Section Thirty-Five (35), Township Forty-Two (42) North, Range Ten (10) East of the Third
Principal Meridian, Described as follows:
Beginning at the North East Corner of John H. Weinecka's Timberland conveyed to him by
Warranty Deed Recorded October 21, 1863 as Document No. 71824; Thence East 193.38 Feet; Thence
South 374.88 Feet to a Point 372.24 Feet North of the South Line of Said North West Quarter
(NW $\frac{1}{4}$); Thence West 193.38 Feet; Thence North 374.88 Feet to the Point of Beginning, in Cook
County, Illinois.

PARCEL 1:

The North 187.64 Feet of That Part of the East Half (E $\frac{1}{2}$) of the North West Quarter (NW $\frac{1}{4}$) of
Section Thirty-Five (35), Township Forty-Two (42) North, Range Ten (10) East of the Third
Principal Meridian, Described as follows:

