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REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREMENT is made and entered into as of this 29th day of July, 1986, by and between Harris Trust and Savings Bank, as Trustee under Agraemant dated April 30, 1981, and known as Trust Number 40478, and Robert Mulder, Lee Mulder and Robert Mulder III, as sole Beneficiaries, (hereinafter referred to as "Owner"), and PHILIP I. MAPPA and COLIN A. REGAN, or their Nominee (hereinafter referred to as the "Optionee").

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple of certain real estate in the County of Cook, State of Illinois (hereinafter referred to as the "Subject Realty"), commonly known as 957 Acres Lane, Des Plaines, Illinois and legally described on Exhibit "A" attached hereto; and

WHEREAS, Options is desirous of obtaining an option to purchase the Subject Resity.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, the sufficiency of which is hereby severally acknowledged the parties hereto do hereby agree as follows:

1. CONSIDERATION AND GRANT OF OPTION

In consideration of the payment of \$1,000.00 to the Owner, the receipt and sufficiency whereof is hereby acknowledged, the Owner hereby grants to the Optionee, its successors and assigns, the sole and exclusive right and option to purchase the Subject Realty, together with all improvements, easements and appurtenances thereto for the price and within the time specified herein. In the event that the option granted herein is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.

2. EXERCISE OF OPTION

This Option Agreement may be exercised by the Optionee on or before the later to occur of: (i) forty-five (45) days after the approval of rezoning by the City of Des Plaines, Illinois, or (ii) forty-five (45) days after the completion of any contest (including litigation) as to the rezoning and/or the expiration of any appeals from such approval or contest, whether by the City of Des Plaines or by others. Notwithstanding the above and except for the extension periods provided in Paragraph 3, this option may be exercised no later than 6:00 P.M. September 1, 1988, and will at that time expire unless Optionee exercises his right to extend pursuant to paragraph 3.

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This Option Agreement shall be exercised by the Optionee depositing a copy of the Real Estate Sale Contract attached hereto as Exhibit B and signed by Optionee in the United States mail on or before 6:00 P.M. on the aforesaid date or delivering said Real Estate Sale Contract to the Owner at the address hereinafter set forth on or before 6:00 P.M. on the foregoing date. The giving of such notice shall result in the agreement becoming a binding contract of purchase and sale between the parties hereto. If the Optionee fails to exercise this option before its expiration, the consideration paid herewith shall be retained by the Owner.

In addition, Optionee shall file and pursue in good faith a petition for rezoning for an office campus with the City of Des Plaines, Illinois, such rezoning work to begin on or before March 1) 1988. If at any time Optionee at his election shall discontinue such efforts, he shall notify Owner and this Real Estate Option Agreement shall be terminated and in such event Owner shall retain any money paid as owners absolute property and shall not be refunded to Optionee.

3. EXTENSION OF OPTION PERIOD

The Optionee shall have the right to extend the date for exercise of this option pursuant to Paragraph 2 for three (3) successive six (6) month periods (8) follows:

- A. An initial extension of six (6) months by the payment to the Owner of the sum of \$5,000.00.
- B. A second extension of six (6) months by the payment to the Owner of an additional sum of (5,000.00.
- C. A final extension of six (6) months by the payment to the Owner of an additional sum of \$10,000.50; provided, however, that this final extension shall only be exercisable in the event of ongoing litigation or an appeal from such litigation. The option may not be extended any further, notwithstanding any litigation which may be pending.
- p. Any and all monies paid for any extension of the option shall be non-refundable but shall, if the option is exercised, be applied against the purchase price.
- E. Any extension pursuant to this Paragraph 3 shall be by written notice from the Optionee to the Owner before the expiration of the then pending option period, which notice shall be by personally delivering same to Owner or by depositing the written notice in the United States Mail on or before 6:00 P.M. of the last day of the then pending option period.

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F. If the option period or any extension thereof expires without an extension having been perfected in accordance with the terms of this agreement, this option shall be considered to have terminated and Optionee shall have no further right hereunder.

4. PURCHASE PRICE

The purchase price for the Subject Realty shall be Three Hundred Thousand (\$300,000) Dollars, which shall be paid by Optionee to Owner at closing, by certified or cashier's check, in accordance with the terms of this Agreement and the Real Estate Sale Contract attached hereto as Exhibit "B" and made a part hereof and incorporated herein.

5. CONVEYANCE

If the option is exercised by Optionee, the premises shall be conveyed to the Optionee, or their nominee, by stamped warranty or trustees dead, in accordance with the provisions contained in paragraph 2 of the sales contract attached hereto as Exhibit "B".

6. TIME OF CLOSING AND POSSESSION OF SUBJECT REALTY

The closing shall occur on such date as Owner shall establish in writing after Optionse exercises the option, such date to be not less than forty-five (45) days nor more than one hundred eighty (180) days after the option is exercised. Possession of the Subject Realty shall be delivered to the Optionee, or its nominee, at the time of closing. In the event that Owner fails to designate a closing date within ten (10) days from the date that the Option is exercised, optionee shall have the right to designate such closing date.

7. SOIL TESTING CONTINGENCY

The Owner hereby grants the Optionee the right to go upon the Subject Realty (except the residence home and other structures) from time to time during the option period (or the sole and exclusive purpose of allowing Optionee to conduct soil, engineering and other tests on the Subject Realty. The Optionee shall indemnify and hold the Owner harmless from any and all damages caused by the Optionee or its agents to the land. The Optionee shall be responsible for any hazards created through its conduct on the Subject Realty. After performing its tests and engineering work, the Optionee shall restore the land to substantially the same condition as existed prior to the Optionee's conduct thereon. The Optionee shall indemnify and hold the Owner harmless from any and all mechanics, materialmen's, laborer's or other liens arising out of its activity on the

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Subject Realty. The rights under this paragraph shall be limited to performing soil tests, engineering and other tests by the Optionee. Optionee shall not cause any damage to the property or structures.

Notwithstanding the above, Optionee shall provide Owner with reasonable advance notice and receive owner's approval, which approval shall not be unreasonably withheld. In addition, Optionee shall be required to reinstate the Subject Realty to the same condition as were in effect immediately prior to any work done pursuant to this paragraph.

8. REZONING CONTINGENCY

Optionee intends to apply to the City of Des Plaines for the rezoning of the Subject Realty, so that Optionee will be permitted to construct approximately 550,000 square feet of rentable area in multiple story (of at least 125 feet in height) office buildings. Owner agrees to sign any application reasonably required by the City of Des Plaines along with such other documents as may reasonably be necessary in order to obtain such rezoning. All expenses, costs, attorney's fees, and litigation expenses in connection with such rezoning application and proceedings shall be paid by Optionee.

9. DELIVERY OF NOTICE

All notices provided for herein, if not delivered in person, shall be sent by United States certified mail, return receipt requested, as follows:

If to Owner:

Harris Trust and Sevings Bank as Trustee under Agraement dated April 30, 1981 and known as Trust Number 40478

With Copies to:

Robert Mulder 1530 Royal Poinciana Sanibel, Florida 33957

Lee Mulder 151 Montclair Glen Ellyn, Illinois 60137

Robert Mulder III 2313 Bristol Road Albany, Georgia 31707

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George W. Johnson Attorney at Law 5111 Main Street

Downers Grove, Illinois 60515

If to Optionee:

Philip I. Mappa and Colin A. Regan 1700 Higgins Road

Des Plaines, Illinois 60018

With a Copy to:

Barry A. Pitler, Esq. Pitler and Mandell 230 West Monroe Street Suite 2026

Chicago, IL 60606

10. REPRESENTATIONS

Owner and Optionee hereby warrant and represent to each other that no real create broker has participated in or pursued this transaction. Each of the parties indemnify and hold the other harmless with respect to any loss, cost, claim, or liability, including reasonable attorneys' fees, arising by reason of the breach of the warranties and representations contained herein. The warranties and representations contained herein shall survive the closing of this transaction.

11. AMENDMENTS AND MODIFICATIONS

This Option may not be amerded or modified and no revisions hereof shall be effective except by an instrument in writing expressing such intention and executed by Owner and Optionee.

12. SURVIVAL

This Option shall inure to the benerit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

13. INDEMNIFICATIONS

In the event any litigation is filed or instituted as a result of Optionee's application for, or as a result of the granting of or denial of, rezoning and/or special use permit or subdivision to which Owner may be made a party, Optionee agrees to and does hereby indemnify and hold Owner free and harmless for any expenses, judgments, costs of litigation and attorney's fees which Owner may incur as a result. Owner shall have the right to select their own attorney in such case.

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14. **HEADINGS**

Section headings are for convenience of reference only and shall have no legal effect.

IN WITNESS WHEREOF, this Option Agreement has been executed by the parties hereto on the day and year first above written.

OWNER:

Stoppent Ox Cook MARRIS TRUST and SAVINGS EARK, as Trusted under Trust Humber 46477 and not individually.

Harris Trust and Savings Bank as TRUST OFFICER Trustee under Agreement dated April 30, 1981 and known as

Trust Number 40478

BENEFICIARIES

Robert Mulder

Lee Mulder

Robert Mulder

8/27/57

OPTIONEE:

COLIN A. REGAN

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Unea Estate Sale Contract

PHILIP I. MAPPA and COLIN A. REGAN,	or their Nominee (Purchaser)
agrees to purchase at a price of \$ 300,000	on the terms set forth herein, the following described real estate
If any items of personal property shall the Seller shall execute and deliver a items to Purchaser.	I remain at the time of the closing.
(If legal description is not included at time of execution, Per At	tached Exhibit "A"
authorized to insert thereofter.) commonly known as	, and
with approximate lot dimensions of NA x NA	Politecturo energy supersy de manago de desantam planado está atrontece de supera o producir a posacion :
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Management services and the services and services are services and services and services and services are ser	
2 OWNER OF RECORD	(Seller)
(Insert names of all owners on	nd their respective spouses) price and terms set (orth herein, and to convey or cause to be conveyed to
agrees to sell the real estate and the property, if any, described above at the prior and terms set forth herein and to convey ar cause to be conveyed to Purchaser or nominee (it), thereto (in joint tenancy) by a recordable Aranged Warrange of homestead rights, and a proper bill of sale, subject only to: (a) c/y names, conditions and restrictions of record; (b) means, public and utility easements and roads and highways, if any; (c)	
of sale, subject only to: (Lic. // nants, conditions and restrictions of record; (parsymethologies studies for the latest property of the studies of the sales and the sales of the sales	b) mengen, public and utility easements and roads and highways, it any; (c) the model before an association of the forest and the model of the second and th
descriptions and approximate a superior of the large and a superior and a superio	techeraciyek ata ataway yadan kelekuru sakuru sakuru sakuru kelekuru yana atawa katak
	of closing
/the amounts pursuant to Option 3. Purchaser has paid \$XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Agreement dated
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(a) The payment of s the balance due wider the	terms of the Purchase Option Agreement.
(b) The asseptance of the title to the real estate by Purcha er ubject to a m Purchaser [does] [does not] agree to sasume) aggregate	bearing interest at the fate of % a year, and the
payment of a sum which represents the difference between a communication	ue on the indebtedness at the time of closing and the balance of the purchase
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4. This seasons is subject to the condition that Purchaser be able to p for mortgage or trust deed on the real estate in the amount of \$	or such lesser sum as Purchaser accepta, with thiorest not to exceed
Of a year to be amortized over years, the commission a	nd erv ce charges for swelrtoan not to exceed
every reasonable effort. Purchaser is unable to procure such commitment withis contract shall become null and void and all carness money shall be return	which of the specified herein and so notified Seller increof within that time, and to Purchaser; provided that if Seller, at his option, within a like period of
time following Purchaser's notice, procures for Purchaser such a commitme	int or notifies Furc. user that Seller will accept a purchase money mortgage
upon the came terror, this contract shall remain in full force and effect (S	
5. The time of closing shall MANAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	a the office of Chicago Title & Trust Co. in or
at time of closin	ig .
S NA for each day Seller remains in possession be	tween the time of closing and the time polession is delivered.
7. Seller agrees to pay a broker's commission to NO BROKER	WAS INVOLVED IN THIS TRANSACTION.
in the amount set forth in the broker's listing contract or as follows:	3
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9. Seller agrees to deliver possession of the real estate in the same condi-	
10. A duplicate original of this contract, duly executed by the Seller and his from the date below, otherwise mother/baschessociaspokes/addaccompanies/	a spouse, if any, shall be delivered to the Purchasers withindays salk instructional baselines in the purchasers within days
This contract is subject to the Conditions and Stipulations set forth on the b	ack page hereof, which Conditions and Stipulations are made a part of this
contract.	under the state of
Dated	1700 Higgins Road
Purchaser	(Address) Des Plaines, Illinois 60018
Dorbons	(Address)
Purchaser	(Address)
Seller	(Address)
41.41	(Address)

"B"

EXHIBIT

*Form normally used for sale of residential property of four or fewer units.

CONDITIONS AND STIPULATIONS

Acider shall deliver or cause to be delivered to Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title insurance Company in the amount of the purchase prior, covering title to the real estate on or all the total cases. Solve the pulling of the test cannot be the date hereof, showing title in the intended granter building of four or fower residential units, (b) the title exceptions are forth above, and (c) title in unproved with a single lamily dwelling or an apartment building of four or fower residential units, (b) the title exceptions are forth above, and (c) title cannot be the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the defined by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the defined (all of which are herein referred to at the permitted exceptions as the title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the title insured by the committed exceptions in the title insured by the permitted exceptions as therein all any, as to which the title insurer to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment discloses unparabited exceptions, Soller shell figure 30 days the debt-sit signification is properly significations and, in much event, from the commitment or to have the title insurer commitment or to have the title insurer commitment or the time of closing shall be 35 days after delivery of the commitment or the time of closing shall be 35 days after delivery of the commitment for the insurance specified above as to such exceptions within 10 days after the careoptions within 10 days after the careoptions within the specified time, Purchaser may terminate this electron or may elect, upon action to Soller within 10 days after the expiration of the 30-day period, to take sittles as it then is with the right to deduct from the purchase price lives or encambrance of admitted a assertainable amount. If Purchaser does not so elect, this contract shall become rull and void without further actions of the parties.

3. Rents, premiums it ide assignable insurance policies, water and other utility chergas, fuels, propaid service contracts, general taxes, accrued interest of the amount of the current general taxes in nor then ascertainable, the "Air, and other small be on the basis of the smount of the mount of the amount of any general taxes not then ascertainable, the "Air, amount of any general taxes and then ascertainable, the "Air, and other templates and the basis of the amount of any general taxes and then ascertainable, the "Air amount of any general taxes and then ascertainable, the "Air and the smount of any general taxes and then ascertainable, the "Air and the smount of any general taxes and then ascertainable, the "Air and other templates are also as the amount of any general taxes and the amount of any general taxes and the amount of any general taxes. The amount of any general taxes are any reasons of the amount of any general taxes and the amount of any general taxes. The amount of any general taxes are any ascertain and the amount of any general taxes.

All prorations are final unless attactwise provided herein, Existing leans and analyzable insurance policies, it any, shall then be assigned to Purchaser. Seller shall pay the amount of any stampered by State law on the tenness to the title, and shall furnish a completed Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller

4. The provisions of the Uniform Vendor and Parchaser Kast. Act of the State of Illinois statt be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the samest of the intuined to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon potics so the Prichamy, the samest anotesy shall be forteited to the Seller and upon potics to the professional and anotes anotes and anotes and anotes anotes and anotes and anotes and anotes and anotes anotes and anotes anotes and anotes ano

6. At the election of Seller or Purchaser upon notice to the other party not less than 10 the office of closing, this sale shall be clessed through an eserow with Chicago Title and Trust Company, in accordance with the general provision. At a contract as may be required to conform with this not by Chicago Title and Trust Company, with such special provisions in use by Chicago Title and Trust Company, with such special provisions in use by Chicago Title and Trust Company, with such special provisions in the contract and this contract and the contract money shall be deposited in the cacrow and this contract and the carnest money shall be deposited in the cacrow at a first contract and the carnest money aball be deposited in the cacrow and this contract and the carnest money aball be deposited in the cacrow at a first per and shall be divided equally between Seller and Purchaset. (Strike paragraphs if inapplicable.)

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signature. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient astrice.

9. Purchaser and Seller hereby agree to make all disclosures and do all things nocessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, in the event that either party shall tail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

10. The Real Estate Option Agreement by virtue of which this Real Estate Sale Contract is executed shall survive the execution of this Real Estate Sale Contract and not be merged into it. Both the Real Estate Option Agreement and the Real Estate Sale Contract shall survive the closing.

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East quarter of Section Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: 09-21-200-035

Commencing at a point 6.82 chains North 83 3/4 degrees West from a point in the East line of the West half of the North East quarter, 4.18 chains South of the North East corner; thence Southerly along the Easterly line of Lot 2 of County Clerk's Division of unsubdivided lands in the North West quarter and the North half of the North East quarter of Section 21 aforesaid, 321.60 feet to the point of beginning; thence Southerly along the said Easterly line of Lot 2 aforesaid, 411 feet to the center line of creek; thence Westerly along the center line of said creek forming an angle of 85 degrees 47 minutes 20 seconds from North to West with last described course 258.28 feet; thence Northerly forming an angle of 88 degrees 33 minutes from East to North with last described course 415.75 feet thence Easterly forming an angle of 89 degrees 56 minutes from East to South with last described course 217.66 feet to the point of beginning (except that part lying South of a line drawn 100 feet South of and parallel with the North line of above described tract) in Cook County, Illinois. ALSO

Parcel 2:

Easement for ingress and egress appurtenant to and for the benefit of Parcel 1, over and upon the two following described tracts of land:

Beginning at a voint 367 feet North 83.75 degrees West from a point which is 6./2 chains North 83.75 degrees West of a point in the East line of the West half of the North East quarter of Section 21 aforesaid, 4.18 chains South of the North East corner of said West half of the North East quarter of Section 21; thence Southerly parallel with the Westerly line of Lot 2 in County Clerk's division of Sections 16 and 21, Township 41 North, Range 12 East of the Third Principal Meridian, a distance of 120 feet: Clerk's division of Sections 15 and 21, Township 41 North, Range 12 East of the Third Prinsipal Meridian, a distance of 120 feet; thence South 83.75 degrees Tast a distance of 191.05 feet to a line 197.30 feet Easterly of and parallel with the Westerly line or said County Clerk's Lot 2 (measured at right angles thereto); thence Southerly on said parallel line, 595.75 feet to a line 20 feet North of and parallel with the center of creek; thence Westerly on a line 20 feet North of said creek extended Westerly to a line 187.30 feet Easterly of and parallel to the Westerly line of said County Clerk's Lot 2; thence Northerly on said line 137.30 feet Easterly of and revalled with the Westerly line of said County Clerk's Lot 2 to a line 25 feet South of and parallel to the Northerly line of the land conveyed to Julius T.
Gantter and Jeanette Gantter, his wife, by document no. 14609696; thence Westerly on said line 25 feet South of and parallel with the Northerly line of said land conveyed to Julius T. Gantter and Jeanette Gantter, his wife, 187.30 feet to the Westerly line of said County Clerk's Lot 2; thence Northerly on the Westerly line of said County Clerk's Lot 2 145 feet to the Morth West corner of said County Clerk's Lot 2; thence Easterly on the Northerly line of said County Clerk's Lot 2; thence Easterly on the Northerly line of said County Clark's Lot 2, 16.25 feet more of less to the point of beginning, all in Cook County, Illinois.

That part of the 16.5 feet West and adjoining Lot 4 in Phillipine Ahbe's Subdivision in Sections 16 and 21, Township 41 North, Range 12 East of the Third Principal Meridian, lying South of a line which intersects the East line of said Lot 4, 52.37 feet South of the Morth line of Section 21 aforesaid; and which intersects the West line of Lot 4 aforesaid 52.28 feet South of the North line of Section 21 aforesaid; said easement having been created by grant from Julius T. Gantter and Jeanette Gantter, his wife to Louis J. Paus and Elsie Paus, his wife, dated August 10, 1949 and recorded November 4, 1949 as document 14668479, in Cook County, Illinois.

09-21-200-004 ...