

# UNOFFICIAL COPY

## MORTGAGE

The undersigned, The First National Bank and Trust Company of Barrington, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated August 6, 1979, and known as Trust Number 11-1915, hereinafter referred to as the "Mortgagor", does hereby mortgage and convey to American Nat'l Bank & Trust Company of Waukegan, IL, a banking association, having its principal office at Waukegan, Illinois, hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

PIN#  
01-04-100-012  
*J*

SEE ATTACHED RIDER "A"  
ATTACHED HEREIN

Together with all buildings, improvements, fixtures or appurtenances, now, or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such fixtures (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subordinated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **Seventy-Five**

Thousand and No/100----- DOLLARS (\$ 75,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of **interest only**, 30 days after first disbursement **REBORN**

**XXX X X X T O P R O P R E X X X**  
which payments are to be applied, (first, to interest, and the balance to principal, until said indebtedness is paid in full); (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises; (3) Any future advances hereunder; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, an receipt, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter upon said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof; (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; (12) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at eighteen (18%) per cent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part and further advances made at a later date.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

A-1. Notwithstanding any other provision herein, it is expressly understood and agreed that any sale, lease, gift or other diminution of Mortgagor's legal or beneficial interest in the property, without the prior written consent of the Mortgagee, shall give the Mortgagee the immediate right to declare all amounts then unpaid under said Note to be immediately due and payable.

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E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Mortgagor is hereby authorized and empowered, at his option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor, to declare, without notice all sums secured hereby immediately due and payable whether or not such default be remedied by the Mortgagor and apply toward the payment of said Mortgage, indebtedness, any indebtedness of the Mortgagor to the Mortgagor and the Mortgagor may also immediately proceed to foreclose this Mortgage, and in so foreclosing a sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagor does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagor to cover the cost of amending the records of the Mortgagor show such change of ownership.

F. That upon the commencement of any foreclosure proceeding under the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor or any party claiming under it, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the title, or redemption as a homestead appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness; costs, taxes, insurance or other items necessary for the protection and preservation of the property including the expenses of such receivership, or on any deficiency decree whether there be a decree in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereunder and upon foreclosure of the property, there shall be allowed and included as an additional indebtedness the amount of sale or other expense, or the expense of loan, with interest thereon at the rate of 10% per annum, which may be paid or incurred by or on behalf of the Mortgagor for attorney's fees, Mortgagor's fees, fees, outlays, for exhibits attached to pleadings, documents and papers, evidence, stamp paper, fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, warranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagor may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately, due and payable by the Mortgagor in connection with: (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security he or, whether or not actually commenced. In the event of a foreclosure sale of said premises there first, shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to set off the application of the purchase money.

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof that (a) a pledge shall remain intact and no part of any such pledge shall not be deemed merged in the foreclosed property, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom, which is prior to the date of any other indebtedness hereby secured, and out of the income retain reasonable compensation for the services performed, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the collection of the same, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest accrued on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the defalcations in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed puruant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor, shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have no powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

I. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of each other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, the no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

This Mortgage is executed by the undersigned personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned further agrees that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating or liability on the undersigned personally to pay the said Note or any interest that may accrue thereon, but that the liability of the undersigned personally to pay the same or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the undersigned and by every person now or hereafter claiming any right, or security hereunder, and that so far as the undersigned and its successors personally are concerned, the said holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises herein referred to for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the aforesaid, if any.

IN WITNESS WHEREOF, First National Bank and Trust Company of Barrington, IL  
not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, the 6th day of March, 1987  
and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, *Gerald A. Witte*, Assistant Trust Officer - *XXXXXX*

THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON

as Trustee as aforesaid and not personally

By *John A. Michoney*, Trust Officer - *XXXXXX*  
*Gerald A. Witte*, Assistant Trust Officer - *XXXXXX*

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THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON  
as Trustee as aforesaid and not  
Personally

John A. Muchoney, Trust Officer  
Gerald A. Wiel, Assistant Trust Officer

STATE OF ILLINOIS \_\_\_\_\_  
COUNTY OF Cook } ss

Penelope M. Johns

I, John A. Muchoney, Trust Officer, The 1st Natl Bank & Tr. Co. of Barr.  
and Gerald A. Wiel, Assistant Trust Officer, do HEREBY CERTIFY that

a Notary Public to and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
John A. Muchoney, Trust Officer, Vice President, The 1st Natl Bank & Tr. Co. of Barr.  
and Gerald A. Wiel, Assistant Trust Officer, Vice President, The 1st Natl Bank & Tr. Co. of Barr.  
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as  
such officers appeared before me this day in person and acknowledged that they signed and delivered the said  
instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as  
aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Assistant Cashier then  
and there acknowledged that said Assistant Trust Officer-Assistant Cashier, as custodian of the corporate seal of  
said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer-Assistant  
Cashier's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the  
uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of March, 1987.

Notary Public

My Commission Expires: 6/4/90

THIS INSTRUMENT PREPARED BY  
RICHARD B. KUSESKI,  
200 N. UTICA ST.  
WAUKEGAN, IL 60085

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

889(4)728

This instrument is executed by THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, a National Banking Association, not personally but solely as Trustee under the provisions of a deed on deeds of trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 8-6-79, and known as Trust No. 11-1915 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding The First National Bank and Trust Company of Barrington in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against The First National Bank and Trust Company of Barrington in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and The First National Bank and Trust Company of Barrington hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against The First National Bank and Trust Company of Barrington, on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, The First National Bank and Trust Company of Barrington has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained The First National Bank and Trust Company of Barrington is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

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the following: and that the power herein mentioned may be exercised as often as occasion therefor arises.

Proposed changes would strengthen the law by making it easier for the public to file a complaint if they feel their rights have been violated.

H. All assignments, reports, notices and priorities of the Bureau of Prisons and the Federal Bureau of Investigation, except those of the Office of Legal Counsel, are issued and communicated in writing, unless otherwise directed, except as provided in paragraph (a) to (d) of this section.

C. In case the registered property, or any part thereof, shall be taken by condemnation, the mortgagee may be entitled to compensation for his loss, and the compensation so received shall be retained in trust for the benefit of the mortgagee.

37. The Chair called upon the Secretary General, the Commissioner of the UN and the President of the UN to take note of the Chair's proposal to establish a Commission of Inquiry to look into the Chair's allegations of gross violations of human rights in Sri Lanka. The Chair also requested the Secretary General to take note of the Chair's proposal to establish a Commission of Inquiry to look into the Chair's allegations of gross violations of human rights in Sri Lanka.

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MAR-26-87 3 7 1 6 0 6 2 8

45057 87160628 A REC

12.00

ATTACHED RIDER NUMBER "A"

## LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 9.20 FEET EAST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, AS MEASURED ON NORTH LINE OF SOUTH 32 RODS OF WEST 1/2 OF SAID NORTHWEST 1/4 EXTENDED EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BARRINGTON DONLEA SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 17 133 235; THENCE NORTHERLY ALONG THE WEST LINE OF BARRINGTON DONLEA SUBDIVISION A DISTANCE OF 399.07 FEET TO A POINT ON THE LINE 1406.30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF NORTHWEST 1/4 OF SECTION 4 AFORESAID; THENCE WEST ALONG THE AFORESAID PARALLEL LINE A DISTANCE OF 329.40 FEET TO A POINT ON THE CENTER LINE OF A PRIVATE ROAD; THENCE NORTH 39 DEGREES 16 MINUTES 30 SECONDS EAST 74.20 FEET; THENCE CONTINUING NORTH 23 DEGREES 34 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 180.90 FEET; THENCE WEST AND PARALLEL WITH NORTH LINE OF WEST 1/2 OF SAID NORTHWEST 1/4, 92.71 FEET TO THE POINT OF BEGINNING; THENCE ON AN 87 DEGREES 38 MINUTES 20 SECONDS ANGLE TO THE LEFT OF THE LAST DESCRIBED COURSE, 716.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 32 RODS OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE AFORESAID LINE 300.0 FEET TO A POINT 370.70 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH 32 RODS OF SAID WEST 1/2; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, 590.00 FEET; THENCE ON A 39 DEGREES 48 MINUTES 18 SECONDS ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE, 159.63 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, 226.00 FEET, TO THE POINT OF BEGINNING.

01-04 100-012

87160628

2.15057.20

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS CREATED BY THE GRANT MADE BY ORIN W. WOLD, AS TRUSTEE, TO FREDRICK A. MEYTHALER AND DOROTHY P. MEYTHALER, HIS WIFE, DATED APRIL 22, 1964 AND RECORDED MAY 14, 1964 AS DOCUMENT 19 127 580, 20 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 9.20 FEET EAST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MEASURED ON THE NORTH LINE OF THE SOUTH 32 RODS OF THE WEST 1/2 OF SAID NORTHWEST 1/4, EXTENDED EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BARRINGTON DONLEA SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 17 133 235; THENCE NORTHWESTERLY ON A 41 DEGREES 42 MINUTES 17 SECONDS ANGLE TO THE RIGHT AS MEASURED FROM WEST TO NORTH ON THE NORTH LINE OF THE SOUTH 32 RODS, 175.9 FEET; THENCE ON 40 DEGREES 00 MINUTES ANGLE TO THE LEFT OF THE LAST DESCRIBED COURSE, 157.0 FEET; THENCE ON A 19 DEGREES 01 MINUTES ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE, 279.2 FEET; THENCE ON A 23 DEGREES 30 MINUTES ANGLE TO THE LEFT OF THE LAST DESCRIBED COURSE, 313.0 FEET; THENCE ON A 15 DEGREES ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE TO THE WEST LINE OF PARCEL 1, TO THE POINT OF TERMINATION OF SAID STRIP (EXCEPT THAT PART THEREOF FALLING WITHIN PARCEL 1) ALL IN COOK COUNTY, ILLINOIS.

12.00

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Property of Cook County Clerk's Office