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UNOFFICE ALGO PALSO SOLUTION OF THE STATE OF

COOK COUNTY, ILLINOIS FILED FOR RECORD

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\$17.00

HOME LINE CREDIT MORTGAGE

LAWRENCE J. B.	ortgage is made this 2 LUM & ALICE L. and Savings Bank, an Illi	Brow, Hos			19 <mark>87</mark> , between the Mortgage (herein "Borrower"), and the nroe Street, Chicago, Illinois 6069
lated MARCH 26	19 87	pursuant to which	Borrower may from	n time to time until 🕹	osure Statement (the "Agreement" MARCH 26, 2007
he "Maximum Credit" plu or in the Agreement. Afte leclared due and payabl hereon, may be due and	e or (ii) all sums outstan	sums borrowed pu 1992 Iding under the Ag ny event, all amoun	preement and all	eement is payable a (i) all sums outsta sums borrowed afte	t the rate and at the times provide inding under the Agreement may be r such date, together with interest thereon must be repaid be
ums, with Interest thereond agreements of Borrov	on, advanced in accordan	ce herewith to pro in the Agreement, I	lect the security o	if this Mortgage, and	st thereon, the payment of all other the performance of the covenant and convey to Lender the followin linois:
SEE ATTACHEI	O RIDER.	4	OUNK		(a) The first specific of the first speci
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	Andrews Market States Andrews			'0'	
P-11 2					or our property of the control of th
7a.					on to the production of the control
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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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

UNOFFICIAL COPY

		16	111 West Monroe Street Chicago, Illinois 60690
	DODONE OF	BOX 333-CA	This Instrument Prepared 8y: Hacris Occie
		C004C	
Q Q Q		Collus C	Motaty Public
	8 8/6//L SONO	x3 noissimmoO yM	Diane M. Lusay
	subscribed to the foregoi and delivered the said inst	e same person(s) whose name(s) Net T helt beg	Defore me this day in personal y known to me to be the before me this day in person and soknowled free and voluntary act, for the and purpos Given under my hand and notorial seal, this continues and notorial seals the continues and notorial seals this continues and notorial seals the continues and notorial seals the continues and notorial seals this continues and notorial seals the continues
Jotary Public in and for		ss {	STATE OF ILLINOIS COUNTY OF COUNTY OF Said county and state. 3 hereby certify that—
Wer	80110		ALICE L. BLUM Type or Print Name
	01108		INDE OF Print Name
		led this Mortgage.	IN WITNESS WHEREOR BOTTOWER has execu

- 9. Borrower Not Released, Extension of the time for payment or modification of any other term of the Agreement or 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 any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or 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.
- 11. 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 or equity, and may be exercised concurrently, independently or successively.
- 12. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. 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.
- 13. 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 nailing 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 when given in the manner designated herein.
- 14. Governing Law; Severability. This Nortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed 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 of (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.
- 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lander, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indeptedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may made under this Mortgage, the Agreement, or any other document with respect there (o) a any one time outstanding shall not exceed one insurance on the Property and interest on such disbursements (all such indebtedness being have native referred to as the "maximum amount," secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encombarders, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hareby.
- 18. Conversion to Installment Loan. Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and phyable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before the Final Maturity Date. This Mortgage is given to and shall secure such installment loan.
- 19. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the Juris secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable alterneys' fees, and costs of documentary evidence, abstracts and title reports.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any
- 22. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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any payment due under the Agreement or change the amount of such payment.

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

proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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 If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim

total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, in the event of a 8. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking

Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give

principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder. Borrower requesting payment thereot, and shall beat interest from the date of disbursement at the rate payable from time to time on outstanding

by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured

to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' lees and entry upon the Property to make repairs. then render at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings invol (in; a bankrupt or decedent. proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on

6. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Murtgage, or if any action or

and supplement the covenants and agreements of this Mortgage as if the rider were a part hereol. of the condominium or planned unit development, and constituent documents. If a condominium or plants of unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall but incorporated into and shall amend obligations under the declaration or coverants creating or governing the condominium or planned unit development, the by-laws and regulations 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 repair and shall not commit waste or permit impairment or deterioration of the Property and shall oncommit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and Shall not commit waste or permit in the Property and Shall not commit waste or permit in the Property and Shall not compared to the Property and Shall not commit waste or permit in the Property and Shall not compared to the Property and Shall not compared

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Dc. a opinents. Borrower shall keep the Property in good acdrisition.

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 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 of any payments due under the Agreement, or change the amount of such payments due preed the Property is acquired by

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

secrited by this Mortgage. is authorized to collect and apply the insurance proceeds at Lendars / plion either to restoration or repair of the Property or to the sums

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 not economically leasible 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 firsperty is abandoned by Borrower of it Borrower table to respond to Lender provided such restoration or repair is economically leasible (intripe security of this Mortgage is not thereby impaired. If such restoration or repair Unices Lender and Borrower otherwise agree in writing, itsi ance proceeds shall be applied to restoration or repair of the Property damaged.

premiums. In the event of loss, Borrower shall give in amptinotice to the insurance carrier and Lender, Lender may make proof of loss if not made

All insurance policies and renewals thereof shart be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Upon request of Lender Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid form

be unreasonably withheld. All premiums of insurance policies shall be paid in a timely manner

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not

sums secured by this Mortgage and 2.1y other mortgage on the Property

may require; provided, that Lender, that not require that the amount of such coverage exceed that amount of coverage required to pay the included within the term "ext, and, a coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender 4. Hazard Insurance. Borrown, shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards

enforcement of the lien of forfeiture of the Property or any part thereof. to Lender, or shall in gord faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the to discharge any such fen so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable tien of any mortgage disclosed by the title insurance policy insuring Lender's in the Property; provided, that Borrower shall not be required to Fender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the mortgage disclosed by the fille insurance policy insuring Lender's interest in the Property, Borrower shall, upon request of Lender, promptly furnish

Property which may altain a priority over this Mortgage, and leasehold payments or ground rents, it any, including all payments due under any 3. Charges, Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement. nereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Morlgage, then to interest, lees and charges

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1

to the Agreement, together with any fees and charges as provided in the Agreement

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebledness incurred pursuant COVENANTS. Borrower and Lender covenant and agree as follows:

the Property. declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages. Borrower covenants that Borrower is tawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the . UNOFFICIAL COPY/-05-05/

PARCEL 1:
THAT PART OF THE FOLLOWING TRACT, NAMELY, THE EAST 2/3 OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE SOUTH 239 FEET OF THE NORTH 455 FEET OF THE EAST 205 FEET.

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE DEED FROM MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, TO CHARLES V. BECKER AND PAULINE H. BECKER, HIS WIFE, DATED APRIL 28, 1956 RECORDED JULY 9, 1956 AS DOCUMENT NO. 16632549 AND GRANTED IN THE DEED FROM MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, TO JAMES ROBERT WILSON AND RINCES BRINKMAN WILSON, HIS WIFE, DATED NOVEMBER 18, 1957 AND RECORDED DECEMBER 5, 1957 AS DOCUMENT NO. 17082301 FOR INGRESS AND EGRESS OVER THE BOUTH 10 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THAT PART OF THE FOLLOWING TRACT, NAMELY:

THE EAST 2/3 OF THE VEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH

EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 205 FEET WEST OF THE NORTH EAST CORNER THEREOF AND RUNNING THENCE WEST ALONG SAID NORTH LINE 255.54 FEET TO THE CENTER LINE OF DICKENS ROAD, A PRIVATE ROAD, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 150 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG A CURVEY LINE HAVING A RADIUS OF 2864.82 FEET, CONVEX EASTERLY 20.5 FEET TO ITS INTERSECTION WITH A LINE 170.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL WITH SAID NORTH LINE 255.61 FEET TO A POINT 205 FEET WEST OF THE EAST LINE OF SAID TRACT AND THENCE NORTH PARALLEL WITH SAID EAST LINE 170.5 FEET TO THE PLACE OF BEGINNING.

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE DEED FROM MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, TO HARRY S. PARKER AND MARY JANE PARKER, HIS WIFE, DATED APRIL 27, 1915 AND RECORDED MAY 3, 1955 AS DOCUMENT NO. 16223338 AND GRANTED IN THE DEED FROM MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, TO JAMES ROBERT WILSON AND FRANCES BRINKMAN WILSON, HIS WIFE, DATED NOVEMBER 18. 1957 AND RECORDED DECEMBER 5, 1957 AS DOCUMENT NO. 17082301 FOR INJRESS AND EGRESS OVER THE NORTH 10 FEET (EXCEPT THE WEST 33 FEET THEREOF) CF THAT PART OF THE FOLLOWING TRACT, NAMELY, THE EAST 2/3 OF THE WEST 3/4/ OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 AND WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT 170.5 FEET SOUTH OF THE NORTH LINE AND 205 FEET WEST OF THE EAST LINE OF SAID TRACT AND RUNNING THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT, 255.61 FEET TO THE CENTER LINE OF DICKENS ROAD A PRIVATE ROAD, THENCE SOUTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 2864.82 FEET, CONVEX EASTERLY 169.65 FEET, AS MEASURED ALONG THE CHORD TO ITS INTERSECTION WITH A LINE 340 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL WITH SAID NORTH LINE 261.84 FEET TO A POINT 205 FEET WEST OF THE EAST LINE OF SAID TRACT, AND THENCE NORTH PARALLEL WITH SAID EAST LINE 169.5 FEET TO THE PLACE OF BEGINNING PARCEL "C":

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EASEMENT FOR THE BENEFIT OF PARCEL 1, AS GRANTED IN THE DEED FROM MODERN SUBURBAN HOMES, INC. A CORPORATION OF ILLINOIS, TO JAMES ROBERT WILSON AND FRANCES BRINKMAN WILSON, HIS WIFE, DATED NOVEMBER 18, 1957 AND RECORDED DECEMBER 5, 1957 AS DOCUMENT NO. 17082301 AND INGRESS AND EGRESS OVER THE FOLLOWING TRACT, NAMELY:

THE WEST 30 FEET OF THE SOUTH 58 FEET OF THE NORTH 216 FEET OF THE EAST 205 FEET OF THE FOLLOWING TRACT, NAMELY, THE EAST 2/3 OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, JANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3"A":

EASEMENT FOR THE PENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER PRIVATE ROAD, AS (RANTED BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 24, 1950 AND KNOWN AS TRUST NUMBER 34573, IN GRANT OF EASEMENT DATED MARCH 17, 1955 AND RECORDED APRIL 12, 1955 AS DOCUMENT NUMBER 16201888, OVER AND UPON THE FOLLOWING DESCRIBED LAND:

THE EAST 33 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE FOLLOWING TRACT IN EAST 2/3 OF WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID TRACT, THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 366.0 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID TRACT 150.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 2864.82 FEET A DISTANCE OF 110.17 FEET AS MEASURED ALONG THE CHORD TO A POINT IN A LINE 260 FEET SOUTH OF AND PARAGLEL WITH THE NORTH LINE OF SAID TRACT 363.8 FEET EAST OF ITS INTERSECTION WITH THE WEST LINE OF SAID TRACT; THENCE WEST ALONG SAID PARALLEL LINE 363.8 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 260 FEET TO THE POINT OF BEGINNING. PARCEL 3"B":

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER PRIVATE ROAD, AS RESERVED IN THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1952 AND KNOWN AS TRUST NUMBER 35825 TO MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, DATED FEBRUARY 16, 1955 AND RECORDED FEBRUARY 18, 1955 AS DOCUMENT NUMBER 16153877, OVER AND UPON THE FOLLOWING DESCRIBED LAND:

THE WEST 33 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF FOLLOWING TRACT IN EAST 2/3 OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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ALL THAT PART OF THE FOLLOWING TRACT IN EAST 2/3 OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND WEST 1/2 OF THE EAST 1/4 OF THE SOUTH VEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANCE 12 EAST OF THE THRID PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 170.5 FEET SOUTH OF THE NORTH LINE AND 205 FEET WEST OF THE EAST LINE OF SAID TRACT AND RUNNING THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT 255.61 FEET TO THE CENTER LINE OF DICKENS ROAD A PRIVATE ROAD; THENCE SOUTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 2264.82 FEET CONVEX EASTERLY 169.56 FEET AS MEASURED ALONG THE CHORD TO ITS INTERSECTION WITH A LINE 340 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL WITH SAID NORTH LINE 261.84 FEET TO A POINT 205 FEET WEST OF EAST LINE OF SAID TRACT AND THENCE NORTH PARALLEL WITH SAID EAST LINE 169.5 FEET TO POINT OF BEGINNING.

PARCEL 3"C":

EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE ROAD FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1952 AND KNOWN AS TRUST NUMBER 35925 TO MODERN SUBURBAN HOMES, INC., A CORPORATION OF ILLINOIS, DATED F194VARY 16, 1955 AS DOCUMENT NUMBER 16153877, OVER AND UPON THE FOLLOWING DESCRIBED LAND: THE WEST 33 FEET OF THE FOLLOWING DESCRIBED LAND:

ALL THAT PART OF THE FOLLOWING TRACT IN EAST 2/3 OF 1HE WEST 3/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, THINSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 205 FEET WEST O'THE NORTH EAST CORNER THEREOF AND RUNNING THENCE WEST ALONG SAID NOPTH LINE 255.54 FEET TO THE CENTER LINE OF DICKENS ROAD, A PRIVATE ROAD; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 150 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 2864.82 FEET CONVEX EASTERLY 20.5 FEET TO ITS INTERSECTION WITH A LINE 170.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL WITH SAID NORTH LINE 255.61 FEET TO A POINT 205 FEET WEST OF THE EAST LINE OF SAID TRACT AND THENCE NORTH PARALLEL WITH SAID EAST LINE 170.5 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.