



# UNOFFICIAL COPY Real Estate Sale Contract

CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 8\*

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1. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
AS TRUSTEE UNDER TRUST NO. 105787-06 (Purchaser)  
agrees to purchase at a price of \$ 3,700,000.00 on the terms set forth herein, the following described real estate  
in COOK County, Illinois:

### SEE ATTACHED EXHIBIT A

2441 North Normandy, Chicago, Illinois (The real estate consists of buildings commonly known as containing approximately 400,000 square feet on and with approximate lot dimensions of per x survey, approximately 15.2 acre parcel) together with the following property presently located thereon: All personal property used in the operation and maintenance of the building and all production machinery and other machinery incidental thereto, including, but not limited to, piping, duct work, utility lines, and window air conditioners, if any, located on the property on the date hereof.

2. KRUEGER RINGIER, INC., a Delaware Corporation (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable warranty deed, with release of homestead rights, if any; and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) ~~party wall rights and agreements, if any;~~ (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) ~~installments not due at the date hereof of any special tax or assessment for improvements heretofore completed;~~ (g) ~~mortgage or trust deed specified below, if any;~~ (h) general taxes for the year 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements during ~~the year~~ and to \* As long as none substantially or materially interfere with commercial or industrial use of the property (zoning is not considered a covenant, condition or restriction of record for this purpose.)

3. Purchaser has paid \$ 500,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: ~~(strike language and subparagraphs not applicable)~~  
provided none underlie existing improvements

(a) The payment of \$ 3,200,000.00 by cashier's check or by wired funds available at closing.

(b) The payment of \$ \_\_\_\_\_ and the balance payable as follows:

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B or, in the absence of this attachment, the forms prepared by \_\_\_\_\_ and identified as Nos. \_\_\_\_\_ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(\*If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ \_\_\_\_\_ bearing interest at the rate of \_\_\_\_\_ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards, showing all improvements within lots and setback lines and showing no encroachments over, from or onto the Property.

5. The time of closing shall be on September 16, 1988 on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance Co. or of the mortgage lender, if any, provided title is shown to be good, is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to Paine/Wetzel & Associates on closing in the amount set forth in the broker's listing contract or as follows: Five (5%) percent of purchase price

7. The earnest money shall be held by Chicago Title Insurance Company in a joint order interest-bearing escrow account, SUBJECT TO PARAGRAPH A OF THE RIDGE ATTACHED HERETO for the mutual benefit of the parties. All such interest to inure to benefit of purchaser.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within one business days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated September 12, 1988  
Purchaser AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE AFORESAID (Address) 33 North LaSalle Street Chicago, Illinois 60602  
Purchaser BY: [Signature] AS AGENT (Address) [Signature]  
Seller KRUEGER RINGIER, INC. (Address) One Pierce Place Itasca, Illinois 60143  
Seller [Signature] (Address) [Signature]

\*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties.

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# CONDITIONS AND STIPULATIONS

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1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, <sup>more</sup> ~~not less than 5 days prior to the time of closing,~~ <sup>after the date of this Contract</sup> the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed 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 delivery of the deed (all of which are herein referred to as the permitted exceptions). 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 exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have <sup>10</sup> ~~30~~ days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be <sup>25</sup> ~~30~~ days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the <sup>10</sup> ~~30~~ day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

\* 5 days after curing such defects

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3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof ~~except for that amount which may accrue by reason of new or additional improvements shall be on the basis of~~ the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All prorations are final unless provided otherwise herein. Existing ~~leases~~ and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

without prejudice to any other remedies, at law or in equity, which Purchaser may have

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, ~~then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.~~

\* then, as Seller's sole and exclusive remedy,

6. ~~At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)~~

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by cashier's check or by wired funds to the escrowee ~~certified check or cashier's check, payable to Seller.~~

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

10. Subject also to the Rider attached hereto, the terms and conditions of which are hereby made a part hereof.

RIDER TO CONTRACT

RIDER TO REAL ESTATE SALE CONTRACT DATED SEPT 12, 1988 BY AND BETWEEN KRUEGER RINGIER INC. ("Seller") AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 105787-06 ("Purchaser") RELATING TO 2441 NORTH NORMANDY, CHICAGO, ILLINOIS (the "Property")

Notwithstanding anything contained in the foregoing printed form to the contrary, Seller and Purchaser agree as follows:

A. Purchaser's Financing. Purchaser shall deliver to Seller, on or before the date hereof, a true copy of a commitment from Continental Illinois National Bank and Trust Company of Chicago ("CINB") to lend Purchaser up to \$3,400,000.00 for the purchase of the Property. In the event that CINB, for any reason, does not provide or refuses to provide funding to Purchaser, on or before Closing, sufficient to cover the balance of the purchase price owing hereunder, then the earnest money, together with the interest accrued thereon, shall be immediately returned to Purchaser and this Contract shall thereupon become null and void.

B. Possession. Possession of the Property shall be delivered to Purchaser on the date of closing. The Property shall be delivered to Purchaser on the possession date in a vacant and broom-clean condition as provided in Paragraph 1 of the Contract.

C. Representations and Warranties of Seller. Seller represents and warrants as follows:

1. Seller is a validly existing corporation and in good standing under the laws of the State of Delaware, and has full power and authority to sell the Property;
2. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby is duly authorized and approved by all requisite corporation actions;
3. Seller is the sole owner of the Property. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement and an Agreement between Seller and Enviro-Technics Ltd. dated January 29, 1988 in which Enviro-Technics Ltd. is in default;
4. There is no action, proceeding or investigation pending or threatened against Seller or the Property or any part thereof before any Court or governmental department, commission, board, or agency, and Seller does not know of any basis for any such action, proceeding or investigation;
5. There are no contracts or agreements relating to the Property, other than this Agreement, for which Purchaser is or will be responsible, whether before or after Closing;
6. The Property is zoned M1-1, and there is no plan, study or effort by any governmental authority or agency or by Seller or its agents which in any way affects or would affect the present uses or the zoning of the Property;
7. Seller is not in default in respect of any of its obligations or liabilities pertaining to the

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Property, accruing or applicable to the period prior to the Closing, and there is not any state of facts or circumstances or condition or event which, after notice or lapse of time, or both, will constitute or result in any such default;

8. There are no leases affecting the Property or any part thereof;
9. With respect to the Property:
  - (a) all mechanical, heating and cooling equipment, water heaters and septic, plumbing and electrical systems are in good working order;
  - (b) the roof, walls, windows, gutters and foundation of the improvements on the Property are in good condition and the roof is free from leaks except for one in the paper storage area and one in the warehouse area as shown on the attached Exhibit B;
  - (c) the Property is free from all manner of toxic or noxious waste, with the exception of a certain oil residue mixed with dirt and gravel, located outside the boiler room north of the building and east of the stack north of the building where fuel tanks, now removed, were located, and there is no friable asbestos on the Property; and
  - (d) there is no termite infestation;
10. Seller has no knowledge or information of any facts, circumstances or conditions which do or would in any material way adversely affect the Property; and
11. Seller warrants that each of its warranties and representations set forth in ~~§(1) through §(5), §(7), §(8) and §(10)~~ <sup>OR CHEMICALS</sup> shall be true, complete and correct and that each of its warranties and representations set forth in ~~§(6) and §(9)~~ shall be true, correct and complete to the best of its information and belief. Seller warrants that each of its warranties and representations in this Agreement shall be true, complete and correct or true, complete and correct to the best of its information and belief, as set forth above, as of, and shall survive, the closing of the transaction contemplated hereunder. The foregoing warranties and representations shall not be affected by any investigation or verification made by or on behalf of Purchaser prior to Closing. JCO

D. Indemnity. Seller agrees to indemnify and hold Purchaser harmless from and against all claims, losses, debts and liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to Seller's breach of its representations and warranties set forth herein or arising out of or related to the Enviro-Technics Agreement described in Section C.3. above (the "Enviro-Technics Contract"). Purchaser agrees that, in the event that it makes a claim against Seller for indemnification in connection with the Enviro-Technics Contract, as set forth above, and Seller pays such claim in full, then Purchaser shall assign to Seller all rights regarding such claim which Purchaser may have under its title policy issued by Chicago Title Insurance Company. With respect to the defense of any third-party claim asserted against Purchaser relating to or arising from matters covered by the indemnity of Seller set forth

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*[Faint, mostly illegible text, likely a legal document or court record.]*

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*[Handwritten initials]*

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above, Purchaser shall have the right to select its own legal counsel.

E. Enviro-Technics Contract. Notwithstanding anything contained in this Contract to the contrary, on or before Closing, Seller shall obtain, at its own cost, affirmative title insurance protection for Purchaser, by endorsement or written confirmation from Chicago Title Insurance Company, covering any and all claims which may be asserted against Purchaser, its beneficiaries or the Property arising from or relating to the Enviro-Technics Contract.

F. Brokerage. Seller and Purchaser hereby represent and warrant each to the other that it has dealt with no real estate broker other than Paine/Wetzel & Associates and each agrees to hold the other harmless against any real estate commissions which may be claimed because of a breach of the representation and warranty contained herein.

G. Additional Documents. Seller hereby agrees, to the extent reasonably possible under the circumstances, to deliver the following items to Purchaser at Closing:

1. Real Estate Tax Files;
2. Blueprints;
3. Operating Manuals;
4. Building Superintendent's Name, Address and Phone Number;
5. Electrician's and Boiler Maintenance Man's Name, Address and Phone Number;
6. All Purchase Offers on the Property;
7. Fire and Sprinkler Inspection and Insurance;
8. Blueprint on Security Devices;
9. Keying System and Keys;
10. Driveway Permits;
11. EPA Permits - Sewer Permits;
12. Elevator Permits;
13. Boiler Certificate and Inspection Report;
14. Assumable Contracts;
15. Roof Guarantee - Construction Records;
16. Air Compressor Inspection Reports;
17. Affidavit of Vacancy (Dates of Layoffs, etc.); and
18. Agreement of Seller to Reasonably Cooperate in Obtaining 1988 Real Estate Tax Productions, including testifying at any related hearing.

H. Operation of the Property through Closing Through the date of Closing:

1. Except as otherwise provided in this Paragraph H, Seller shall manage and operate the Property in the normal course of business and keep the Property and the tangible personal property thereon in good condition and repair, ordinary wear and tear excepted;
2. Seller shall not enter into any lease affecting the Property or any part thereof;
3. Seller shall not enter into any employment, service, maintenance, equipment leasing or other agreements, including, without limitation, easement agreements affecting or with respect to the Property or any part thereof; and
4. Purchaser shall have such access to the Property as is necessary for it to inspect same to assure that the Seller is complying with the requirements of this Paragraph H, and for the purpose of placing "For Rent" signs on the Property and for showing the Property to prospective tenants.

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I. Section 1445 Affidavit at Closing. Seller shall deliver to Purchaser its Affidavit stating, under penalty of perjury, Seller's United States Taxpayer Identification Number and that Seller is not a foreign person within the meaning of Section 1145 of the Internal Revenue Code. If Seller does not deliver such an Affidavit to Purchaser at Closing, or if Purchaser has actual knowledge or received notice that the Affidavit is false, then, in either such event, Purchaser shall be entitled to withhold from Seller an amount equal to ten (10%) percent of the purchase price, which amount Purchaser shall report and pay over to the Internal Revenue Service within ten (10) days after Closing, as required by the Internal Revenue Code or regulations promulgated pursuant thereto.

J. Conflict. In the event of a conflict between the terms and provisions of this Rider and the terms and provisions of the foregoing printed form, the terms and provisions of this Rider shall prevail.

DATED: this 12 day of September, 1988.

SELLER:

KRUEGER RINGIER INC.

BY: [Signature]

Title: [Signature]

TITLE: Pres. & CEO.

PURCHASER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE FORESAID

BY: [Signature]

Title: [Signature]

DEPT-01 \$18.00  
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COOK COUNTY RECORDER

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PARCEL 1: STREET ADDRESS OF PROPERTY IS: 2441 N. Northmanly, CHICAGO, IL 60635

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 220 FEET (EXCEPT THE EAST 200 FEET LYING WEST OF

AND ADJOINING THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING DESCRIBED TRACTS: SHOWN AS EXCEPTIONS "A", "B" AND "C" ---

EXCEPTION "A": THAT PART THEREOF CONVEYED TO COOK COUNTY, ILLINOIS, BY WARRANTY DEED DATED AUGUST 4, 1882, AND RECORDED AUGUST 29, 1882, IN BOOK 1264, PAGE 22, AS DOCUMENT 416314, DESCRIBED AS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SECTION 30, WHICH IS 1323 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 5 DEGREES 10 MINUTES WEST, 5320 FEET TO A POINT ON THE NORTH LINE OF SAID EAST HALF WHICH IS 1327.5 FEET WEST OF THE NORTHEAST CORNER OF SECTION 30 AFORESAID, THENCE WEST ALONG SAID NORTH LINE, 50 FEET; THENCE SOUTH 5 DEGREES 10 MINUTES EAST, 5320 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE EAST ALONG SAID SOUTH LINE, 50 FEET TO THE PLACE OF BEGINNING.

EXCEPTION "B": THAT PART THEREOF CONVEYED TO EDWARD HINES LUMBER COMPANY OF CHICAGO BY QUIT CLAIM DEED DATED JULY 22, 1915 AND RECORDED MAY 6, 1921, IN BOOK 16710, PAGE 579, AS DOCUMENT 7135792, DESCRIBED AS THE EAST 200 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 AFORESAID LYING WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

EXCEPTION "C" THE SOUTH 50 FEET CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED JULY 30, 1929, AS DOCUMENT 10441964, FOR FULLERTON AVENUE.

PARCEL 2:

THE NORTH 100 FEET OF THE EAST 200 FEET OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD;

PARCEL 3:

THE SOUTH 220 FEET OF THE EAST 200 FEET LYING WEST OF AND ADJOINING RIGHT-OF-WAY OF CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4:

PARCEL OF LAND LYING WITHIN AND BEING PART OF THE EAST 200 FEET OF THAT

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30 WITH THE WEST LINE OF SAID EAST 200 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30 LYING WEST OF SAID RAILROAD RIGHT-OF-WAY AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 200 FEET, A DISTANCE OF 897.00 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 98.84 FEET TO A POINT WHICH IS 180.00 FEET WEST FROM THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY AND WHICH IS 900.00 FEET, AS MEASURED PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30; THENCE NORTH ALONG A LINE 180.00 FEET WEST FROM AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 500.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.0 FEET TO A POINT 150.00 FEET WEST FROM THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH ALONG A LINE 150.00 FEET WEST FROM AND PARALLEL WITH SAID WEST RIGHT-OF-WAY, A DISTANCE OF 300.00 FEET TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30 AND THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 100 FEET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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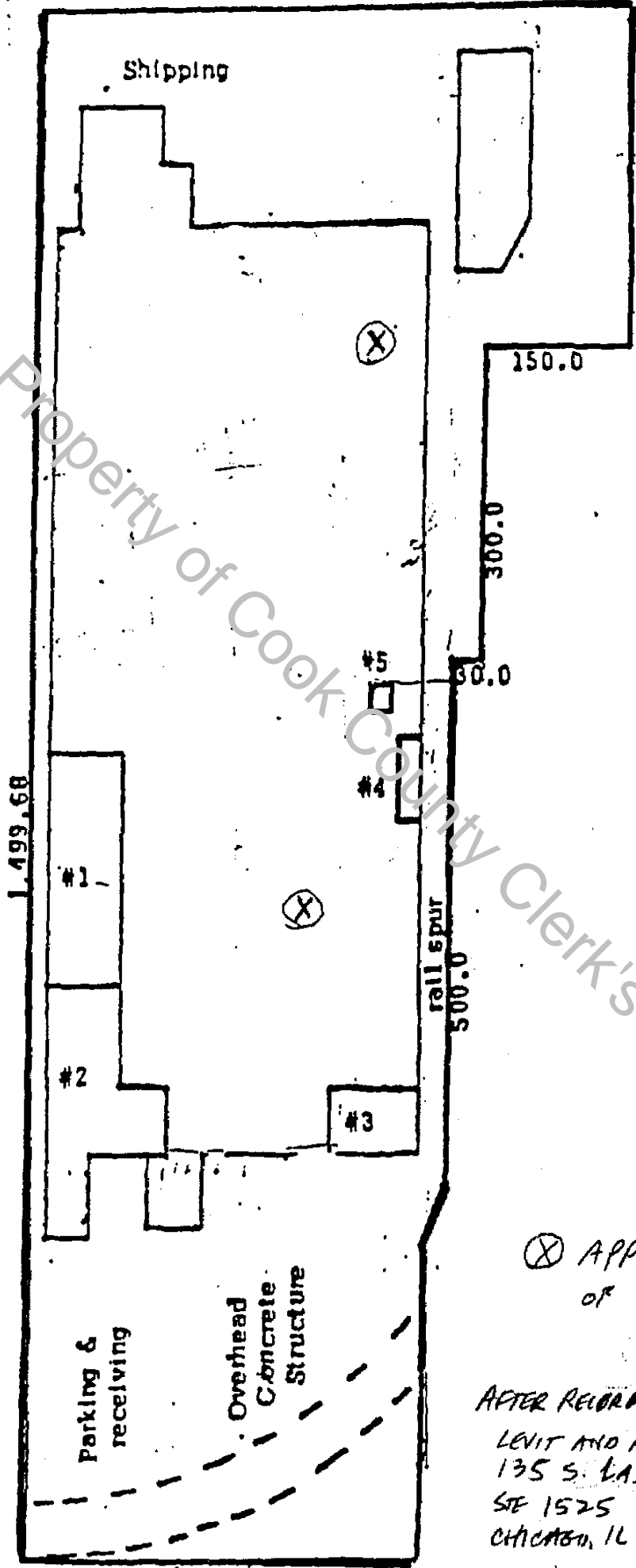
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EXHIBIT B

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NORTH NORMANDY AVENUE



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⊗ APPROXIMATE LOCATION OF ROOF LEAKS

AFTER RECORDING, RETURN TO:  
 LEVIT AND MASON, LTD.  
 135 S. LASALLE ST.  
 STE 1525  
 CHICAGO, IL 60603

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MAIL TO:

JOHN POLLICK  
LEVIT + MASON, LTD.  
135 S. LASALLE ST.  
SUITE 1525  
CHICAGO, IL. 60603