

TRUST DEED

1988 DEC 13 PM 12:50

88572891

728942

THE ABOVE SPACE FOR RECORDERS USE ONLY

71-90338 P.3

THIS INDENTURE, Made November 29 1988, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 15, 1988 and known as trust number 106940-08, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation,

herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed ~~two~~ instalment notes bearing even date herewith in the Principal Sum of First Note in the sum of \$55,000.00 (Exhibit "A") Second Note in the sum of \$30,000.00 (Exhibit "B")

2200

made payable to BEARER and delivered, in and by which said Note~~s~~ the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest ~~per Exhibit "A" and Exhibit "B" attached hereto.~~

Dollars on the ~~day of each~~ ^{notes are} ~~thereafter~~ until said ~~notes~~ fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January 1994. All such payments on account of the indebtedness evidenced by said notes to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Seller's attorney, Ronald S. Shapiro, 450 Skokie Blvd., #502, Northbrook, IL, in said City.

NOW, THEREFORE, First Party in secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

See Exhibit "C" attached hereto.

88572891

THE TRUST DEED DESCRIBING THIS NOTE IS A CORRECT COPY ON THE PREMISES DESCRIBED HEREIN AND IS SUBJECT TO THE LIEU OF SURETY BOND... NOVEMBER 18, 1988... 88572891

PIN 13-32-400-029
1823 N. Monitor Ave.
Chicago, IL

Prepared by
Ronald S. Shapiro
450 Skokie Blvd.
Suite 502
Northbrook, IL 60062

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issue, and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) awnings, window shades, storm doors and windows, floor coverings, in-laid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

DELIVERY INSTRUCTIONS
NAME Mr. Ronald S. Shapiro
STREET 450 Skokie Blvd., Suite 502
CITY Northbrook, Illinois 60062
(OR box 333)

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

RECORDERS OFFICE BOX NUMBER
BOX 333-CC

UNOFFICIAL COPY

RIDER TO TRUST DEED DATED NOVEMBER 29, 1988
BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 15, 1988 AND KNOWN AS TRUST NO. 106940-08 ("MAKER"),
AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE ("TRUSTEE").

R-1. Any sale, conveyance or transfer of all or any part of the Premises, or any interest therein, legal or equitable, or any contract for sale, conveyance or transfer of the Premises, or any interest therein, legal or equitable, in each case including, but not limited to (a) any sale, conveyance or transfer or assignment to a trust or trusts of which the Maker (or its present or future beneficiary or beneficiaries), are trustee or trustees or beneficiary or beneficiaries or (b) any assignment of the beneficial interest or power of direction (to other than the Holder) in any trust holding title to the Premises, or if all or any part of the Premises are subjected to any other consensual or nonconsensual lien or security interest, shall have the same consequences as an event of default under this Trust Deed and the Notes which it secures, and in each and every instance, the Holder shall have the right to declare the Notes immediately due and payable and upon failure of the Maker to make payment within thirty (30) days of demand therefor, the Holder shall have the right to exercise all remedies provided in this Trust Deed, the Notes, or otherwise at law or equity.

R-2. In the event that the Trust Deed between Trustee and Colonial Bank & Trust Company is released, and this Trust Deed shall no longer be subordinate to a first mortgage on the property entered into by Maker, then the Maker shall deposit with the Holder on the date each installment payment is due, a sum equal to 1/12th of the yearly taxes and assessments which may become a lien on the Premises, as reasonably estimated to provide sufficient sums for the full payment of such charges one (1) month prior to their becoming due and payable. Failure to make the deposits required hereunder shall constitute a default of this Trust Deed. If the amount of the funds held by Holder shall not be sufficient to pay all such charges as herein provided, Maker shall pay to Holder any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed by the Holder to Maker requesting payment therefor.

R-3. The Maker hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except judgment creditors of the Holder acquiring any interest in or title to the Premises subsequent to the date of this Trust Deed. Maker waives and will not avail itself of any appraisal, valuation, stay moratorium, extension or exemption laws now existing or hereafter enacted. Maker waives any right to have the Premises marshalled upon foreclosure and agrees that upon foreclosure the Premises may be sold as an entirety.

UNOFFICIAL COPY

R-4. Prior to January 2, 1989, Maker shall deliver to Holder evidence of the insurance coverage required by Paragraph 1 of this Trust Deed. Said insurance coverage shall be accompanied with a premium receipt for one (1) year of coverage. Maker shall deliver to Holder evidence of the renewal of said insurance within thirty (30) days of the expiration of said policy or policies.

R-5. If Maker shall default in the payment of any monetary obligations under this Trust Deed or the Notes, Maker may cure the default within ten (10) days after written demand by Holder for payment. If Maker shall default in the prompt and full performance of any other provisions of this Trust Deed or the Notes, Maker may cure the default within fourteen (14) days after written demand by Holder that the default be cured.

R-6. Any notice, communication or demand required or permitted under this Trust Deed shall be in writing and shall be deemed to have been given or served if delivered by personal service or sent by registered or certified mail, return receipt requested, to the party to which it is directed, addressed as follows:

If to Holder:

Tibor Kovari
35W349 Forest Dr.
Dundee, IL 60118

Josef Kalupski
613 Wendt
East Dundee, IL 60118

With a copy to:

Ronald S. Shapiro
450 Skokie Blvd.
Suite 502
Northbrook, IL 60062

If to Trustee:

Chicago Title and Trust Co.
111 W. Washington
Chicago, IL 60602

If to Maker:

American National Bank and
Trust Company of Chicago,
under Trust No. 106940-08
33 N. La Salle St.
Chicago, IL 60602

With a copy to:

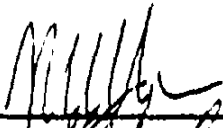
Nicholas P. Black
Lake Point Tower
505 N. Lakeshore Dr.
Suite 100
Chicago, IL 60611

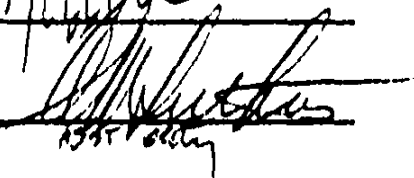
UNOFFICIAL COPY

R-7. The Maker represents and agrees that the proceeds of the Notes secured by this Trust Deed will be used for business purposes. Maker further agrees that the Notes and Trust Deed shall be construed and governed by the laws of the State of Illinois.

R-8. Should any conflict or inconsistency arise between any term, provision or condition of this Rider and the printed portion of the Trust Deed, the term, provision or condition of this Rider shall control.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
under Trust No. 106940-08
As Trustee Aforesaid

By 

Attest: 
1987

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Instalment Note

\$ 55,000.00

Chicago, Illinois, November 29, 19 88

FOR VALUE RECEIVED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 15, 1988 and known as Trust Number 106940-08 hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the manner hereinafter and in said Trust Deed provided, the principal sum of Fifty-five Thousand Dollars and interest from on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments as per Exhibit "A" attached hereto

~~Dollars on the day of~~
and thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of December 19 93 All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of 13 per cent per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Ronald S. Shapiro, 450 Skokie Blvd., #502, Northbrook, IL 60062

The Maker of this Note shall have an unlimited right of prepayment, but said prepayment shall be deducted from the last payment due under the attached Exhibit "A." Any sale, conveyance or transfer of all or any part of the Premises (legally described in the Trust Deed securing this Note), or any interest therein, legal or equitable, or any installment contract for sale, conveyance or transfer of the Premises, or any interest therein, legal or equitable, in each case including, but not limited to (a) any sale, conveyance or transfer or assignment to a trust or trusts of which the undersigned (or its present or future beneficiary or beneficiaries) are trustee or trustees, or beneficiary or beneficiaries, or (b) any assignment of the beneficial interest (other than to the holder of this Note) in any trust holding title to the Premises, or if all or any part of the Premises be subjected to any other consensual or non-consensual lien or security interest, shall have the same consequences as an event of default respecting this Note and the Trust Deed, and in each and every instance, the Holder shall have the right to declare this Note immediately due and payable, and upon failure of the Maker to make payment within ten (10) days of written demand therefor, the Holder shall have the right to exercise all remedies provided in this Note, the Trust Deed, or otherwise at law or equity.

The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title and Trust, Trustee, on real estate in the County of Cook, Illinois.

It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest

This note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon an payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

American National Bank and Trust Company of Chicago
As Trustee as aforesaid and not personally.

This is to certify that this is the instalment note described in the within mentioned Trust Deed.
Identification No. _____
Trustee

By **726842**
ATTEST
Vice-President
Assistant Secretary

EXHIBIT "A"

88572891

UNOFFICIAL COPY

AMORTIZATION SCHEDULE

PAGE: 1
DECL BAL.

PRINCIPAL: \$5,000.00 ANNUAL INTEREST RATE: 10.000
 TERM: 60 PAYMENTS PAYMENTS PER YEAR: 12

FMT. NO.	DATE DUE	DATE PAID	PAYMENT AMOUNT	INTEREST EXPENSE	PRINCIPAL REDUCTION	PAYOFF AMOUNT
						55,000.00
1	1/01/89		499.79	458.33	41.46	54,958.54
2	2/01/89		499.79	457.99	41.80	54,916.74
3	3/01/89		499.79	457.64	42.15	54,874.59
4	4/01/89		499.79	457.29	42.50	54,832.09
5	5/01/89		499.79	456.93	42.86	54,789.23
6	6/01/89		499.79	456.58	43.21	54,746.02
7	7/01/89		499.79	456.22	43.57	54,702.45
8	8/01/89		499.79	455.85	43.94	54,658.51
9	9/01/89		499.79	455.49	44.30	54,614.21
10	10/01/89		499.79	455.12	44.67	54,569.54
11	11/01/89		499.79	454.75	45.04	54,524.50
12	12/01/89		499.79	454.37	45.42	54,479.08
SUB-TOTAL			5,997.48	5,476.56	520.92	54,479.08
13	1/01/90		499.79	453.99	45.80	54,433.28
14	2/01/90		499.79	453.61	46.18	54,387.10
15	3/01/90		499.79	453.23	46.56	54,340.54
16	4/01/90		499.79	452.84	46.95	54,293.59
17	5/01/90		499.79	452.45	47.34	54,246.25
18	6/01/90		499.79	452.05	47.74	54,198.51
19	7/01/90		499.79	451.65	48.14	54,150.37
20	8/01/90		499.79	451.25	48.54	54,101.83
21	9/01/90		499.79	450.85	48.94	54,052.89
22	10/01/90		499.79	450.44	49.35	54,003.54
23	11/01/90		499.79	450.03	49.76	53,953.78
24	12/01/90		499.79	449.61	50.18	53,903.60
SUB-TOTAL			5,997.48	5,422.00	575.98	53,903.60
25	1/01/91		499.74	449.20	50.59	53,853.01
26	2/01/91		499.74	448.78	51.01	53,802.00
27	3/01/91		499.74	448.35	51.44	53,750.56
28	4/01/91		499.74	447.92	51.87	53,698.69
29	5/01/91		499.74	447.49	52.30	53,646.39
30	6/01/91		499.74	447.05	52.74	53,593.65
31	7/01/91		499.74	446.61	53.18	53,540.47
32	8/01/91		499.74	446.17	53.62	53,486.85
33	9/01/91		499.74	445.72	54.07	53,432.78
34	10/01/91		499.74	445.27	54.52	53,378.26
35	11/01/91		499.74	444.82	54.97	53,323.29
36	12/01/91		499.74	444.36	55.43	53,267.86
SUB-TOTAL			5,997.48	5,361.74	635.74	53,267.86
37	1/01/92		499.79	443.90	55.89	53,211.97
38	2/01/92		499.79	443.43	56.36	53,155.61

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AMORTIZATION SCHEDULE

PAGE: 2
DECL BAL

PRINCIPAL: \$5,000.00
TERM: 60 PAYMENTS

ANNUAL INTEREST RATE: 10.000
PAYMENTS PER YEAR: 12

PMT. NO.	DATE DUE	DATE PAID	PAYMENT AMOUNT	INTEREST EXPENSE	PRINCIPAL REDUCTION	PAYOFF AMOUNT
39	3/01/92		499.79	442.96	56.83	53,098.78
40	4/01/92		499.79	442.49	57.30	53,041.48
41	5/01/92		499.79	442.01	57.78	52,983.70
42	6/01/92		499.79	441.53	58.26	52,925.44
43	7/01/92		499.79	441.05	58.74	52,866.70
44	8/01/92		499.79	440.56	59.23	52,807.47
45	9/01/92		499.79	440.06	59.73	52,747.74
46	10/01/92		499.79	439.56	60.23	52,687.51
47	11/01/92		499.79	439.06	60.73	52,626.78
48	12/01/92		499.79	438.56	61.23	52,565.55
SUB-TOTAL			5,997.48	5,295.17	702.31	52,565.55
49	1/01/93		499.79	438.05	61.74	52,503.81
50	2/01/93		499.79	437.53	62.26	52,441.55
51	3/01/93		499.79	437.01	62.78	52,378.77
52	4/01/93		499.79	436.49	63.30	52,315.47
53	5/01/93		499.79	435.96	63.83	52,251.64
54	6/01/93		499.79	435.43	64.36	52,187.28
55	7/01/93		499.79	434.89	64.90	52,122.38
56	8/01/93		499.79	434.35	65.44	52,056.94
57	9/01/93		499.79	433.81	65.98	51,990.96
58	10/01/93		499.79	433.26	66.53	51,924.43
59	11/01/93		499.79	432.70	67.09	51,857.34
60	12/01/93		52,287.48	432.14	51,857.34	0.00
SUB-TOTAL			57,787.17	5,221.62	52,565.55	0.00
TOTAL			81,777.09	26,777.09	55,000.00	0.00

725942

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PRINCIPAL NOTE

\$ 30,000.00

Chicago, Illinois, November 29, 1988

Within six (6) months ~~XXX~~ after date for value received, American National Bank and Trust Company of Chicago, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 15, 1988 and known as Trust Number 106940, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the amount as per Exhibit "A", attached hereto and made a part hereof hereinafter And in said Trust Deed provided, the principal sum of Thirty Thousand Dollars

(\$ 30,000.00) DOLLARS with interest thereon until the maturity ~~hereof~~ ~~of this note~~ ~~as provided~~ ~~in the Trust Deed~~ ~~governing~~ ~~the~~ ~~terms~~ ~~of~~ ~~Exhibit~~ ~~"A"~~ payable on the 29th day of May, 1989, as per the terms of Exhibit "A", and all of said principal and interest bearing interest after maturity until paid at the rate of 13 per cent (13%) per annum; and said payments of both principal

and interest are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holders of this principal note may, from time to time in writing appoint, and in the absence of such appointment then at the office of Ronald S. Shapiro, 450 Skokie Blvd., Suite 502, Northbrook, IL 60062

The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title and Trust as Trustee, conveying certain real estate in the County of Cook Illinois It is agreed that in case default shall occur and continue for three days in the payment of any installment of interest on this note, or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions of said trust deed, then, at the election of the legal holders hereof the principal sum hereof, together with accrued interest thereon, shall at once become due and payable.

All parties hereto severally waive presentment, notice of dishonor, protest and notice of protest.

This note is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisee or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each maker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to recover the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment of interest, the sole remedy of the holders hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this principal note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

American National Bank and Trust Company of Chicago
As Trustee as aforesaid and not personally.

This is to certify that this is the principal note described in the within mentioned Trust Deed.

Identification No.....

By Vice-President

ATTEST Assistant Secretary

Trustee

Exhibit "B"

726942

88572891

UNOFFICIAL COPY

EXHIBIT "A"

Term of Loan: November 29, 1989 through May 19, 1989

Loan Balance	\$30,000.00
Interest compounded monthly:	
Month 1 at 10%	250.00
Month 2 at 10%	252.08
Month 3 at 10%	254.18
Month 4 at 13%	333.19
Month 5 at 13%	404.16
Month 6 at 13%	<u>409.42</u>
Total Interest	\$1,903.03
Plus principal	<u>30,000.00</u>
TOTAL DUE AND OWING ON MAY 29, 1989	\$31,903.03

726342

88572891

UNOFFICIAL COPY

Parcel A: That part of Lot 3 in Keeney Industrial District, being an Owner's Division in the South East quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian described as follows: Commencing at a point in the West line of lot 3 in said Keeney Industrial District, being the East line of North Monitor Avenue, 343.78 feet North of the South line of lot 4 in said Keeney Industrial District; thence North along the East line of North Monitor Avenue a distance of 160 feet; thence East along a line drawn parallel with and 503.78 feet North of the South line of said lot 4, a distance of 358.03 feet to its intersection with the Southerly right of way line of the land conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company by deed dated October 4, 1932 and recorded November 9, 1932 as document 11162537; thence South Easterly along said right of way line, being a straight line, a distance of 80.99 feet; thence continuing South Easterly along said right of way line, being a curved line convexed South Westerly and having a radius of 487.06 feet, a distance of 105.24 feet (arc) to its intersection with a line drawn parallel with and 343.78 feet North of the South line of lot 4 aforesaid; thence West along said parallel line a distance of 450.99 feet to the place of beginning;

ALSO

Parcel B: That part of lot 3 in Keeney Industrial District, being an Owner's Division in the South East quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said lot 3, 41 feet South of the North West corner thereof, and running thence East along a line drawn parallel with and 41 feet South of the North line of said lot 3, a distance of 138.91 feet to an intersection with the South Westerly line of the right of way conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad by special warranty deed recorded November 9, 1932 as document 11162537; thence South Easterly along said right of way line, being a curved line convexed North Easterly and having a radius of 467.52 feet, a distance of 308.12 feet (arc); thence continuing South Easterly along said right of way line, being a straight line tangent to said curved line a distance of 8.19 feet to an intersection with a line 503.78 feet North of and parallel with the South line of lot 4 in said Keeney Industrial District, thence West along said parallel line a distance of 358.03 feet to an intersection with said West line of lot 3 in said Keeney Industrial District; thence North along said West line of lot 3 a distance of 217.66 feet to the place of beginning, all in Cook County, Illinois.

Subject to:

1. Statement of facts shown on survey dated September, 1950, made by A.J. Silander and Son, 120 South LaSalle Street, Chicago, Illinois.

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2. Perpetual easement for ingress, egress and travel on and over the South 15 feet of said Parcel A as disclosed by the deed from John S. Phipps and others to Tuttle & Kift, Inc., an Illinois corporation, dated August 9, 1950 and recorded November 1, 1950 as document 14942071.
3. Perpetual easement for public utilities over the South 15 feet of said Parcel A as disclosed by the deed from John S. Phipps and others to Tuttle & Kift, Inc., an Illinois corporation, dated August 9, 1950 and recorded November 1, 1950 as document 14942071.

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