

SECOND MORTGAGE

19.00

This Second Mortgage ("Second Mortgage") is entered into this 1st day of February, 1988, between SUBURBAN TRUST AND SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated January 28, 1988, and known as Trust No. 4106 ("Borrower") and 148th MCKINLEY BUILDING, an Illinois limited partnership ("Lender").

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1. Indebtedness Secured. Borrower is indebted to Lender in the principal sum of ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FIVE AND NO/100 DOLLARS (\$174,405.00), which indebtedness is evidenced by Borrower's Junior Note dated of even date herewith ("Junior Note"), the terms of which by this reference are incorporated herein as though fully set forth herein, providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 26, 1991.

2. Grant of Mortgage. To secure to Lender the repayment of the indebtedness evidenced by the Junior Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Second Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the real estate described in Exhibit "A" attached hereto and made a part hereof, commonly known as 14725-14836 South McKinley Street, Posen, Illinois, including all buildings and improvements now located thereon, or which hereafter may be placed thereon, together with all tenements, hereditaments, and appurtenances and all other rights belonging to said real estate or in any way now or hereafter appertaining, and all plumbing, heating, lighting and other fixtures, machinery and equipment now or hereafter attached to or used in connection with said real estate, buildings and improvements (all of the foregoing herein referred to as the "Property"), subject to the First Mortgage as defined in paragraph 3, below.

3. Title. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered except for that certain Mortgage and Security Agreement, dated August 1, 1987, granted by LaSalle National Bank as Trustee under Trust Agreement dated September 1, 1976 and known as Trust No. 51349 ("Trustee"), and others, to The Northern Trust Company, and related loan documents ("First Mortgage"), to secure a Mortgage Note ("Mortgage Note") in the principal amount of \$5,800,000.00 to which this Second Mortgage is junior and subordinate, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4. Payment of Principal and Interest. Borrower will pay promptly when due all amounts required to be paid in accordance with the Junior Note and will perform all other covenants and obligations under said Junior Note.

5. Liens and Encumbrances. Borrower will not permit any liens or encumbrances to exist on the Property except current taxes, the First Mortgage lien and this Second Mortgage; however, Borrower shall be permitted to obtain a substitute loan and to place a substitute first mortgage lien on the Property not to exceed \$2,500,000.00.

6. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Second Mortgage, and leasehold payments or ground rents, if any, by

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Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any such lien which has priority over this Second Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

7. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of interest are payable under the Junior Note, until the Junior Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Second Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for insurance required to be maintained under paragraph 8 herein, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Second Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Second Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Second Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Second Mortgage.

Notwithstanding anything to the contrary provided above, Borrower shall not be required to deposit the Funds with Lender so long as the First Mortgage requires Borrower to make such deposits.

8. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured in an amount equal to the full replacement value of the Property.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 7 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of or in form acceptable to Lender. Borrower shall promptly furnish to Lender: (i) copies of such policies if requested by Lender, (ii) certificates evidencing the coverage, which certificates shall state that such insurance may not be canceled without at least thirty (30) days prior written notice to Borrower and Lender, (iii) all renewal notices not less than thirty (30) days prior to the expiration of the original policies, and (iv) copies of all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Second Mortgage is not thereby impaired. If such restoration or repair is not economically feasible and if the security of this Second Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Second Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (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 authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Second Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If the Property is acquired by 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 Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Second Mortgage immediately prior to such sale or acquisition.

Borrower shall also maintain: (i) liability insurance which includes Lender as an additional insured with policy limits in an amount not less than Three Million Dollars (\$3,000,000.00) per person, per occurrence, and (ii) rent loss insurance.

Notwithstanding anything to the contrary provided herein, Lender shall not be entitled to any sums pursuant to this paragraph 8 unless and until the indebtedness secured by the First Mortgage has been paid in full and has been discharged, and the rights of the parties under this paragraph 8 are subject to the rights of The Northern Trust Company under the First Mortgage.

9. Preservation and Maintenance of Property. The Borrower will take reasonable care of the Property, and will maintain the Property in as good repair and conditions as at the date of this Second Mortgage or as constructed or improved, ordinary wear and tear alone excepted. The Borrower will not commit or permit any waste and will not do any act which would unduly impair or depreciate the value of the Property as security for this Second Mortgage, including removing or demolishing the improvements or any part thereof without the prior written consent of the Lender.

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10. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Second Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 10 with interest thereon, shall become additional indebtedness of Borrower secured by this Second Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Junior Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 10 shall require Lender to incur any expense or take any action hereunder.

11. Default. It shall be a default ("Default") hereunder if:

- (a) any payment under this Second Mortgage, the Junior Note, or the Junior Assignment of Rents and Leases, is not paid when due and remains unpaid after five (5) days written notice to Borrower;
- (b) Borrower or any obligor under any instrument securing the payment hereof, fails to perform any covenant warranty, undertaking or provision required to be performed by such party and such default is not cured within twenty (20) days after written notice to Borrower; provided however that in the event such default cannot be cured within said twenty (20) days, Borrower shall not be deemed in default provided it proceeds with due diligence to cure same;
- (c) without the prior written consent of Lender, Borrower, or any beneficiary of Borrower if Borrower is a Trustee shall create, effect, consent to or enter into any contract for sale or articles of agreement, or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Property or any part thereof, or interest therein, or of such beneficiary's beneficial interest in Borrower, in each case whether such contract for sale, articles of agreement, conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing the provisions of this section shall not apply to (i) the lien of this Second Mortgage, (ii) the lien of current taxes and assessments not due and payable, and (iii) the lien of the First Mortgage encumbering the Property;
- (d) Borrower fails to make any payment of interest on the \$2,314,000.00 portion of the Mortgage Note secured by the First Mortgage or otherwise fails to perform any obligations and covenants arising under the Mortgage Note or the First Mortgage as it relates to the Property;

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- (e) Borrower fails to timely pay the additional amounts due under Paragraph 28 of that certain Purchase Agreement, dated February 1, 1988, by and between Trustee, as Seller, and Borrower, as Purchaser ("Purchase Agreement");
- (f) Borrower fails to pay the principal sum of \$2,314,000.00 due on the Mortgage Note secured by the First Mortgage, together with accrued interest thereon, on or before March 1, 1991;
- (g) Borrower fails to pay on or before April 3, 1988, the sum of \$23,100.00 pursuant to Paragraph 27 of the Purchase Agreement;
- (h) Borrower fails to perform the obligations and indemnities under the Assumption and Indemnity Agreement dated of even date herewith, made by Borrower and Seymour N. Okner and Sam Okner in favor of Trustee, Lender and Joseph S. Beale.

In the event of a Default all sums required to be paid by Borrower under paragraphs (d), (e), (f) or (g) shall become additional indebtedness secured hereunder and all of the remainder of the indebtedness secured by this Second Mortgage together with accrued interest, all sums payable pursuant to the provisions of this Second Mortgage and the Junior Note, the sum of \$2,314,000.00, being the portion of the Mortgage Note secured by the First Mortgage assumed by Borrower together with all accrued interest thereon, and all sums required to be paid by Borrower under paragraphs (d), (e), (f) and (g) which have not been paid, shall become immediately due and payable without further demand and Lender may foreclose this Second Mortgage by judicial proceeding.

Lender shall have the right, but not the obligation, to cure any default of Borrower under the First Mortgage. The costs of curing such default will be added to the indebtedness secured by this Second Mortgage. Borrower agrees to deliver a copy of any notice of default received by Borrower from the mortgagee under the First Mortgage immediately upon receipt of same by Borrower.

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

13. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking 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 total taking of the Property, the proceeds shall be applied to the sums secured by this Second Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Second Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Second Mortgage.

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Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

Notwithstanding anything to the contrary provided herein, Lender shall not be entitled to any sums pursuant to this paragraph 13 unless and until the indebtedness secured by the First Mortgage has been paid in full and has been discharged, and the rights of the parties under this paragraph 13 are subject to the rights of The Northern Trust Company under the First Mortgage.

14. Borrower Not Released. Extension of the time for payment of the sums secured by this Second 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 of the sums secured by this Second Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

15. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy 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 Second Mortgage.

16. Remedies Cumulative. All remedies provided in this Second Mortgage are distinct and cumulative to any other right or remedy under this Second Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. 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. All covenants and agreement of Borrower shall be joint and several. The captions and headings of the paragraphs of this Second Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

## 18. Notice.

All notices provided for in this Second Mortgage shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Lender: Hawthorn Realty Group, Inc.  
10275 West Higgins road  
Rosemont, Illinois 60018  
Attn: William Norwell

With a copy to: Stephen P. Sandler  
Gould & Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601

To Borrower: Benchmark Enterprises  
P. O. Box 131  
Glencoe, Illinois 60022

With a copy to: William Biederman  
Katz, Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601

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Notice mailed as provided herein shall be deemed given on the third (3rd) business day after the date it is deposited in the United States Mail.

19. Governing Law. This Second Mortgage shall be governed by the law of the State of Illinois.

20. Release. Upon payment of all sums secured by this Second Mortgage, Lender shall release this Second Mortgage without charge to Borrower. Borrower shall pay all costs of recordation.

21. Exculpation. This Second Mortgage is executed by the Suburban Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Suburban Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in the Junior Note contained shall be construed as creating any liability on the Maker personally to pay the Junior Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either expressed or implied herein contained, all such personal liability, if any, being expressly waived by the Holder and by every person now or hereafter claiming any right or security hereunder. Nothing contained in this Paragraph 21 shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Second Mortgage or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness.

IN WITNESS WHEREOF, Borrower has executed this Mortgage the day and year first above written.

SUBURBAN TRUST AND SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated January 28, 1988, and known as Trust No. 4106

Attest:

By: Linnora G. Brown  
Its Asst. Secretary  
*Cashier*

By: [Signature]  
Its Vice President

Property address:

14725-14836

L. McKinley St., Posen, IL

14728-14836

L. Campbell Ave. Posen, IL

P.O. No.

28-12-401-055

BOX 333-GG

Prepared by + Mail to:

Gould + Ratner, attn Karen Mehan

222 N. La Salle St.

Chicago, IL 60601

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IN SENATE, January 11, 1900.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Rae J. Matthews, a Notary Public in and for said County, in the State aforesaid, do hereby certify that C. Frank Bailey, President of SUBURBAN TRUST AND SAVINGS BANK, and Howard C. Brauner, West Cashier, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such West Cashier President and West Cashier Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said West Cashier Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of February, 1988.

Rae J. Matthews  
Notary Public 8-4-88

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COOK COUNTY, ILLINOIS  
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## PARCEL 1:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF 145.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 224.29 FEET TO A POINT, SAID POINT BEING 236.00 FEET SOUTH OF AND 205 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 194.98 FEET TO A POINT, SAID POINT BEING 343.00 FEET SOUTH OF AND 368.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 292.04 FEET TO A POINT, SAID POINT BEING 551.00 FEET SOUTH OF AND 573.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 167.78 FEET TO A POINT, SAID POINT BEING 470.35 FEET NORTHEASTERLY OF AND 400.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST FRACTIONAL 1/4 WITH THE INDIAN BOUNDARY LINE (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHWESTERLY 489.31 FEET TO A POINT, SAID POINT BEING 15.39 FEET NORTHEASTERLY OF AND 220.00 FEET NORTHWESTERLY OF THE LAST DESCRIBED INTERSECTION (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO) THENCE SOUTHWESTERLY 202.67 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 SAID POINT BEING 262.00 FEET EAST OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST ON SAID SOUTH LINE 68.00 FEET TO A POINT; THENCE NORTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT; SAID POINT BEING 282.54 FEET SOUTH OF AND 194.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHWESTERLY 212.26 FEET TO A POINT ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; SAID POINT BEING 196.42 FEET SOUTH OF THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH 51.42 FEET ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS ALSO

## PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND INSTALLATION OF SEWERS, SANITARY SEWERS, STORM SEWERS, WATER MAINS, ELECTRIC, GAS OR COMMUNICATION LINES, AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561728 OVER THE EASTERLY AND NORTHEASTERLY 15 FEET OF LAND DESCRIBED AS FOLLOWS (AS MEASURED PERPENDICULAR TO THE EASTERLY AND NORTHEASTERLY LINES THEREOF): THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF

THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF 196.42 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 212.26 FEET TO A POINT, SAID POINT BEING 282.54 FEET SOUTH OF AND 194 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST 161.00 FEET ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT, 33.00 FEET EAST OF THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTHWESTERLY 46.67 FEET TO A POINT IN THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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