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MORTGAGE

THIS MORTGAGE is dated as of April 1, 1988, and is between James D. Middleton II, not personally, but as Trustee under a Trust Agreement dated April 1, 1985, and known as The James D. Middleton, II Trust Dated April 1, 1985 ("Mortgagor") and G. T. Joint Venture, an Illinois general partnership, located at 1520 Basswood Circle, Glenview, IL ("Mortgagee").

WITNESSETH:

Mortgagor has executed an Installment Note dated as of the date of this Mortgage, payable to the order of the Mortgagee ("Note") in the principal amount of \$124,348.10. The Note is payable in 352 monthly installments of \$936.00 each including interest, beginning May 1, 1988 and continuing on the same day of each month thereafter, and a final installment of the balance of unpaid principal and interest on April 1, 2018, with interest at the per annum rate of eight and 26/100 percent (8.26%) payable monthly on the principal balance of the Note remaining from time to time unpaid.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

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Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this

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This document is dated as of April 1, 1982, and is between [Name] and [Name]. It is a Trust Agreement under a Trust Agreement dated April 1, 1982, and known as [Name]. [Name] is a Trust Agreement dated April 1, 1982, and known as [Name]. [Name] is a Trust Agreement dated April 1, 1982, and known as [Name].

WITNESSES

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

I, [Name], being of legal age and of sound mind, do hereby certify that I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind, and I have signed and sealed the same in the presence of the undersigned witnesses, who are of legal age and of sound mind.

Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not procure, permit nor accept any prepayment, discharge or compromise of any rent nor release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Mortgagee, including without limitation, flood damage, where Mortgagee is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note; all policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to

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(b) Mortgagee shall pay, when due and before any penalty attached, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagee shall, upon a written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To recover the amount hereunder Mortgagee shall pay in full prior to such an assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest.

Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original copies of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not produce, permit nor accept any payment, discharge or compromise of any debt not released any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

The amount of damage resulting from condemnation proceedings, exercised at the power of eminent domain, or the taking of the Premises for public use or hereby authorized, and shall be paid by Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of its expenses, including costs and attorney's fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid assignments and to appeal from any such award.

The remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee in respect to this mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising or enforcing any remedy or right accruing on default shall impair any and remedy or right or shall be construed to be a waiver of any such benefit or advantage. Nothing herein shall effect any subsequent default of the same or a different nature, and such remedy or right may be exercised concurrently or independently, and such remedies may be deemed expedient by Mortgagee.

Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured and free of charge by fire, lightning, windstorm and such other risks as may be specified by Mortgagee including without limitation, theft, burglary, fire, explosion, riot, strike, sabotage, terrorism, nuclear power plant, aircraft, and any other risks which may be specified by the State or any other authority having jurisdiction over the Premises. In no event less than the actual amount of the damage shall be deemed to constitute satisfactory to Mortgagee. The amount of the damage shall be paid to Mortgagee in cash or by check, in full, in the event of a loss payable to Mortgagee. Mortgagee shall deliver all insurance policies to Mortgagee and shall deliver to Mortgagee the amount of insurance about to be paid by Mortgagee and shall deliver to Mortgagee renewal policies not less than ten days prior to their expiration.

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the respective dates of expiration.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "DEFAULT" in the Note, including but not limited to the failure of Mortgagor to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, the Note or any instrument securing any Liabilities.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or transfer of occupancy or possession of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Liabilities" means all obligations of Mortgagor to Mortgagee for payment of any and all amounts due under the Note and any and all extensions and renewals of the Note, this Mortgage and of any indebtedness, or contractual duty of every kind and nature of Mortgagor or any guarantor of the Note to Mortgagee, pursuant to this Mortgage, the Note and all documents delivered in connection with this Mortgage.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of

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procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the interest rate set forth in the Note, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after DEFAULT under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.

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1. The purpose of this section is to provide a means by which a person who has been appointed as a receiver or liquidator of a company may be removed from office. It is provided that a person may be removed from office if he has become incapable of performing his duties, or if he has been guilty of misconduct, or if he has failed to discharge his duties properly. The court may also remove a receiver or liquidator if it is satisfied that his removal is in the best interests of the company.

2. The court may also remove a receiver or liquidator if it is satisfied that his removal is in the best interests of the company. This power is exercisable in relation to any receiver or liquidator appointed by the court, and to any receiver or liquidator appointed by the company or by any other person.

3. The court may also remove a receiver or liquidator if it is satisfied that his removal is in the best interests of the company. This power is exercisable in relation to any receiver or liquidator appointed by the court, and to any receiver or liquidator appointed by the company or by any other person.

4. No action for the enforcement of the provisions of this section shall be subject to any defense which would not be good and available to the party interested in an action at law upon the facts.

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16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount as determined by Mortgagee, based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

20. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

21. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever

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possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS Mortgagor has executed and delivered this Mortgage as of the day and year set forth above.

James D. Middleton, II, as Trustee Under A Trust Agreement Dated April 1, 1985, and known as The James D. Middleton, II Trust dated April 1, 1985

By James D. Middleton
James D. Middleton, as Trustee

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... and ... shall be interpreted as such ...
... and ... shall be interpreted as such ...

... and ... shall be interpreted as such ...
... and ... shall be interpreted as such ...

James D. Middleton, II, as Trustee Under A
Trust Agreement Dated April 1, 1983, and
known as the James D. Middleton, II Trust
dated April 1, 1983.

James D. Middleton, II
James D. Middleton, II, Trustee

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STATE OF ILLINOIS

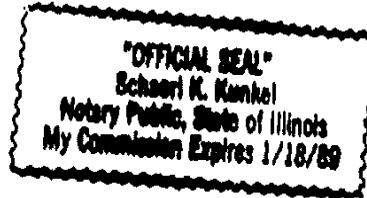
COUNTY OF ~~COOK~~ DUPAGE

I, Schaeri K. Kunkel Notary Public In and for the County and State aforesaid, do hereby certify that James D. Middleton, II, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of April, 1988.

Schaeri K. Kunkel
NOTARY PUBLIC

My Commission Expires: _____



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STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE, January 11, 1911.
REPORT OF THE COMMISSIONERS OF THE STATE BOARD OF EDUCATION,
FOR THE YEAR ENDING DECEMBER 31, 1910.

Presented to the Senate at its session on January 11, 1911.

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OFFICIAL SEAL
NOTARY PUBLIC, State of Illinois
My Commission Expires 1/10/18
SHELDON K. KUNDEL

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EXHIBIT A

Lot 10 in Windsor Estates Unit I, being a Subdivision in the South East 1/4 of the North West 1/4 of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3400 Springdale Avenue, Glenview, Illinois 60025

PIN #04-33-101030

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COOK COUNTY RECORDER

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EXHIBIT A

Lot 13 in Jackson Estate, Part I, being a subdivision in the
South East 1/4 of the North West 1/4 of Section 33,
Township 43 North, Range 13 East of the Third Principal
Meridian, in Cook County, Illinois.

Commonly known as 3400 Springdale Avenue, Glenview,
Illinois 60025

WIN 1988-23-101830

Property of Cook County Clerk's Office

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COOK COUNTY RECORDER
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