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88243161

THIS INDENTURE, made March 30, 1988, between  
LaSalle National Bank as Trustee under Trust Agreement dated

June 3, 1987 and known as Trust No. 112357

135 South LaSalle Street, Chicago, Illinois 60690

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

Joel M. Carlins and Michael H. Moss

Suite 1810, 180 North LaSalle Street, Chicago, Illinois

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the amount of sum of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00) (the "Agreement")

payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest of the note and in installments as provided in said note, with a final payment of the balance due on the 19 day of June, 1988, and all of said principal and interest are made payable at such place 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 the Mortgagee in securing payment obligations in the aggregate principal amount of

One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00) obligations of Mortgagor under the Agreement.

NOW, THEREFORE, the Mortgagors do secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Arlington Heights COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

and sufficiency of which

COOK COUNTY CLERK  
OFFICE

1988 JUN -6 PM 2:20

See Exhibit "A" attached hereto for legal description

88243161

Arlington Heights

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 03-07-301-002-0000

Address(es) of Real Estate: Southeast Corner of Rand Road and Illinois Road 53, Arlington Heights, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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), screens, window shades, storm doors and windows, floor coverings, unodor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consists of three pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . of Mortgagors the day and year first above written.

LaSalle National Bank, as Trustee aforesaid (Seal) \_\_\_\_\_ (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

By: \_\_\_\_\_  
Its: \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

State of Illinois, County of \_\_\_\_\_, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL HERE

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Commission expires \_\_\_\_\_ 19\_\_\_\_ Notary Public

This instrument was prepared by David R. Selmer (NAME AND ADDRESS)

Mail this instrument to David R. Selmer, Barack, Ferrazzano, Kirschbaum & Perlman, Suite 1120, 333 West Wacker Drive (NAME AND ADDRESS)

Chicago Illinois 60606  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_  
**BOX 333 - TH**

7156521

88243161

This mortgage is executed by the LaSalle National Bank, 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 said LaSalle National Bank, hereby warranting that it possesses full power and authority to execute this instrument...))

STATE OF ILLINOIS } S.S.  
COUNTY OF COOK }

By [Signature] LaSalle National Bank As Trustee as aforesaid and not personally.

Attest [Signature] Assistant Vice President

Assistant Vice President

Assistant Secretary

Anton R. Hamrick  
a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that

Clifford Scott-Rudnick  
Assistant Vice President of the LaSalle National Bank, and

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary and Assistant Secretary, respectively, appeared before me this day in person and voluntarily and as the free and voluntary act of said Bank, as Trustee as aforesaid, and delivered said instrument to me as Notary Public, in and for said County, in the State aforesaid, and I have read the contents of said instrument and the same are in conformity with the uses and purposes therein expressed to be attained, and I have seen the corporate seal of said Bank, and I have seen the hand and Notarial Seal, this 26 day of May AD. 19 88

Marla Framarin  
4-28-90 Notary Public

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements 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 thereof; (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 the Mortgagee; (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) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the ~~note~~ hereby secured, the Mortgagor covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the ~~note~~ secured hereby. **Agreements**

5. At such time as the Mortgagors are not in default either under the terms of the ~~note~~ secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said ~~note~~ (in addition to the required payments) as may be provided in said ~~note~~. **Agreements**

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said 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 mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagors making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the ~~note~~ or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest ~~on the note~~, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, as provided in the **Agreements**

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale 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 (which may be estimated as to items to be expended after entry of the decree) of procuring all such 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 such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof. **but in no event greater than eighteen percent (18%)**

11. The proceeds of any foreclosure sale of the premises 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 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid ~~on the note~~ **with any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear, subject in each event to the rights under the Mortgage described in Paragraph 20.**

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such 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 such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest. This paragraph is intentionally left blank.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the ~~note~~ or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby. **Agreements**

19. In enforcing their rights hereunder, either of the Mortgagees can act on behalf of both of the Mortgagees. SEE RIDER ATTACHED HERETO.

under the Agreement

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## RIDER

This Rider is attached to and hereby made a part of that certain Junior Mortgage dated March 30, 1988, by and between The Hoffman Group, Inc., a Delaware corporation ("Mortgagor") and Joel M. Carlins and Michael H. Moss ("Mortgagor").

20. This mortgage is junior and subordinate to that certain mortgage in the original principal amount of \$2,800,000.00 dated March 29, 1988 made by LaSalle National Bank, as Trustee under Trust Agreement dated June 3, 1987 and known as Trust No. 112357 to VPPI SBC, INC., a Delaware corporation recorded on March 31, 1988 as Document No. 88131963 in Cook County, Illinois, and the mortgagee thereunder shall be entitled to 30 days prior notice of any defaults hereunder or Events of Default under the Agreements, have the ability to cure any such defaults and shall be subrogated to the rights of the Mortgages hereunder to the extent such mortgagee satisfies the claims of the Mortgagees hereunder.

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## EXHIBIT A

### LEGAL DESCRIPTION

(ARLINGTON HEIGHTS)

LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, SAID NORTH LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS 17.82 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 7 AND THE SOUTH WEST CORNER OF SAID LOT 5, SAID POINT BEING THE NORTH EAST CORNER OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 13 EXTENDED EAST, A DISTANCE OF 174.00 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 8 IN GEORGE KIRCHOFF ESTATE SUBDIVISION, AFORESAID, WHICH IS 370.30 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 8 (AS MEASURED ALONG SAID NORTH LINE THEREOF); THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 FOR A DISTANCE OF 370.30 FEET TO THE NORTH EAST CORNER OF SAID LOT 8; ALSO EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS DISTANT 17.82 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 7 AND THE SOUTH WEST CORNER OF SAID LOT 5, SAID POINT BEING THE NORTH EAST CORNER OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7, BEING ALSO THE WEST LINE OF SAID LOT 5, FOR A DISTANCE OF 1649.08 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF RAND ROAD FOR A DISTANCE OF 265.92 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 28.28 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID CENTER LINE OF RAND ROAD FROM A POINT THEREON THAT IS DISTANT 298.00 FEET SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7 (AS MEASURED ALONG SAID CENTER LINE); SAID POINT ON THE PERPENDICULAR LINE BEING DISTANT 70.00 FEET SOUTHWESTERLY OF SAID CENTER LINE OF RAND ROAD (AS MEASURED ALONG SAID PERPENDICULAR LINE); THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF RAND ROAD, FOR A DISTANCE OF 83.02 FEET TO A POINT THAT IS DISTANT 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREON THAT IS 320.94 FEET SOUTH OF SAID CENTER LINE OF RAND ROAD; THENCE SOUTH ALONG A LINE PARALLEL TO AND 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 195.06 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 535.57 FEET TO A POINT THAT IS DISTANT 55.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREON THAT IS 669.21 FEET NORTH OF THE NORTH EAST CORNER OF SAID SECTION 13; THENCE SOUTH ALONG A LINE PARALLEL TO AND 55.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 669.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13 EXTENDED EAST, THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 13 EXTENDED EAST FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM ALL THAT PART OF SAID LOT 5 FALLING IN RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT NO. 12592033 AND ALSO EXCEPTING THEREFROM ALL THAT PART OF SAID LOT 5

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FALLING IN WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION THEREOF RECORDED JULY 30, 1974 AS DOCUMENT NO. 22797785 AND ALSO EXCEPTING THEREFROM ALL THAT PART OF SAID LOT 5 TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ALSO EXCEPT

PARCEL A:

THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 7, 17.82 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 7 AND THE SOUTH WEST CORNER OF SAID LOT 5, SAID POINT OF COMMENCEMENT BEING THE NORTH EAST CORNER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 13, 65.65 FEET TO A POINT ON THE EASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION OF CASE NUMBER 87L50249 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, SAID POINT BEING THE PLACE OF BEGINNING; THE FOLLOWING THREE COURSES ARE ALONG THE EASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NUMBER 87L50249, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 241.96 FEET; THENCE NORTH 03 DEGREES 22 MINUTES 00 SECONDS EAST, 340.03 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 51 SECONDS EAST 240.97 FEET TO THE SOUTHERLY OF WOODS DRIVE TO THE SOUTHERLY LINE OF WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT 22797785; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF WOODS DRIVE, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 247.00 FEET, AN ARC DISTANCE OF 84.72 FEET (THE CHORD OF SAID ARC BEARS SOUTH 56 DEGREES 28 MINUTES 29 SECONDS EAST, 84.30 FEET); THENCE SOUTH 25 DEGREES 35 MINUTES 01 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NUMBER 87L50249, AFORESAID, 21.00 FEET THENCE NORTH 64 DEGREES 24 MINUTES 56 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NUMBER 87L50249 AFORESAID, 16.51 FEET TO THE SOUTHWESTERLY LINE OF WOODS DRIVE, AFORESAID; THE FOLLOWING FOUR COURSES ARE ALONG THE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY LINE OF WOODS DRIVE, AFORESAID; THENCE SOUTH 26 DEGREES 40 MINUTES 49 SECONDS EAST, 194.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 290.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 146.78 FEET TO A POINT OF COMPOUND CURVATURE IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 40 DEGREES 10 MINUTES 49 SECONDS EAST, 145.22 FEET); THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 333.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 464.96 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 85 DEGREES 19 MINUTES 11 SECONDS EAST, 428.10 FEET); THENCE NORTH 45 DEGREES 19 MINUTES 11 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 171.64 FEET TO AN INTERSECTION WITH THE

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11/11/16



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SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT 12592033; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD WIDENED, BEING CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 9599.34 FEET, AN ARC DISTANCE OF 544.23 FEET TO A POINT OF TANGENCY IN SAID SOUTHWESTERLY LINE (THE CHORD OF SAID ARC BEARS SOUTH 46 DEGREES 19 MINUTES 42 SECONDS EAST, 544.16 FEET); THENCE SOUTH 47 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, BEING A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 241.02 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, BEING ALSO THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SECTION 7, AFORESAID, AND BEING THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, 365.89 FEET TO THE NORTH EAST CORNER OF LOT 8 IN THE GEORGE KIRCHOFF ESTATE SUBDIVISION, AFORESAID; THENCE CONTINUING SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, BEING ALSO THE NORTH LINE OF SAID LOT 8 AND BEING THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, 370.30 FEET TO AN ANGLE POINT IN THE NORTH LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE NORTH 88 DEGREES 51 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, 739.30 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 13, SAID POINT BEING 174.00 FEET, AS MEASURED ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 13, EAST OF THE NORTH EAST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST ALONG THE LAST DESCRIBED LINE, BEING THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, 108.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

also except  
PARCEL B:

THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT 12592033 WITH THE NORTHWESTERLY LINE OF WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT 22797785; THE FOLLOWING FOUR COURSES ARE ALONG THE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY LINE OF SAID WOODS DRIVE; THENCE SOUTH 45 DEGREES 19 MINUTES 11 SECONDS WEST, 171.84 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 267.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 372.80 FEET TO A POINT OF COMPOUND CURVATURE IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 85 DEGREES 19 MINUTES 11 SECONDS WEST, 343.25 FEET); THENCE

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NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 224.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 113.38 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 40 DEGREES 10 MINUTES 49 SECONDS WEST, 112.17 FEET); THENCE NORTH 25 DEGREES 40 MINUTES 49 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 194.25 FEET TO THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NUMBER 87L50249, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 64 DEGREES 24 MINUTES 56 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 17.49 FEET; THE FOLLOWING TWO COURSES ARE ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF THE LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NUMBER 87L50249, AFORESAID; THENCE NORTH 25 DEGREES 35 MINUTES 04 SECONDS WEST, 170.85 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 30 SECONDS EAST, 318.47 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT 12592033; THENCE SOUTH 43 DEGREES 54 MINUTES 03 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, 490.12 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 9599.34 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 68.58 FEET TO THE POINT OF BEGINNING (THE CHORD OF SAID ARC BEARS SOUTH 44 DEGREES 06 MINUTES 20 SECONDS EAST, 66.58 FEET), IN COOK COUNTY, ILLINOIS.

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