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PREPARED BY / WHITE  
RICHARD W. WELLS  
211 W. WASHINGTON ST. CHICAGO, ILL. 60601

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor executed and delivered to Mortgagee a certain Assignment of Rents and Leases, dated concurrently with the Note, originals of which were filed on May 17, 1989 as Document No. 3795432 in Cook County and recorded on May 18, 1989 as Document No. 89225738 in Cook County, as Document No. R89058582 in DuPage County, and as Document No.

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement (hereinafter referred to as "Mortgage"), dated concurrently with the Note, originals of which Mortgage were filed on May 17, 1989 as Document No. 3795431 in Cook County, recorded on May 18, 1989 as Document No. 89225737 in Cook County, as Document No. R89058581 in DuPage County, and as Document No. 1974235 in Kane County, and recorded on May 19, 1989 as Document 2793894 in Lake County, on eight (8) separate parcels of real estate legally described on Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, Mortgagee and Mortgagee did, by First Modification and Amendment of Mortgage Note, dated as of the 12th day of ~~February~~ <sup>February</sup>, 1989, (said First Modification and Amendment of Mortgage Note is hereinafter referred to as "First Modification of Mortgage Note"), modify and amend the Note to (i) increase the principal amount of the Note from \$3,754,000 to \$7,261,000; (ii) extend the maturity date; and (iii) adjust the monthly payments to be made under the Note, and as part additional security thereof, Mortgagee agreed to grant to Mortgagee a first mortgage on eight (8) separate and additional parcels of real estate in addition to the real estate originally given to Mortgagee to secure the original principal amount of the Note; and

WHEREAS, Mortgagee executed and delivered to Mortgagee a certain Mortgage Note dated May 17, 1989 in the principal amount of \$3,754,000 (said Mortgage Note is hereinafter referred to as "Note"); and

WHEREAS, Mortgagee did, by First Modification and Security Agreement (hereinafter referred to as "Mortgage"),

FIRST MODIFICATION OF  
MORTGAGE AND SECURITY AGREEMENT AND  
NEW FIRST MORTGAGE AND SECURITY AGREEMENT

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3. The Mortgagor does hereby GRANT, WARRANT, RELEASE, REMISE, ALIEN, MORTGAGE AND CONVEY unto the Mortgagee, the eight (8) separate parcels of real estate legally described on Exhibit B attached hereto and by this reference incorporated herein. The granting by the Mortgagor to Mortgagee of a first mortgage on the real estate legally described on Exhibit B is part of the additional consideration for the increase in the principal amount of the Note and other modifications set forth in the First Modification of Mortgage Note.

2. The Mortgage, First Modification of Mortgage, Assignment of Rents and Financing Statements shall be deemed to secure the Note as modified by the First Modification and Amendment of Mortgage Note.

1. The aforesaid recitals are hereby incorporated into this First Modification of Mortgage.

NOW, WHEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein contained, and for other good and valuable consideration, the parties do hereby agree as follows:

WHEREAS, Mortgagor and Mortgagee desire to modify the Mortgage, Assignment of Rents and Financing Statements to refer to the Note as amended by the First Modification and Amendment of Mortgage Note and further to grant and convey to Mortgagee a first mortgage on the eight (8) separate and additional parcels of real estate, such that the Note and First Modification and Amendment of Mortgage Note shall be secured by the Mortgage, this First Modification of Mortgage, Assignment of Rents and Leases and Financing Statements on the sixteen (16) separate parcels of real estate located in various counties of the State of Illinois legally described herein.

WHEREAS, for the purpose of further securing the original indebtedness evidenced by the Note, the Mortgagor executed and delivered to Mortgagee certain Financing Statements, dated concurrently with the Note, which Financing Statements were filed on May 17, 1989 as Document No. 3795433 in Cook County and recorded on May 18, 1989 as Document No. 89 U 12386 in Cook County, as Document No. R89058583 in DuPage County, and as Document No. 1974232 in Kane County and recorded on May 19, 1989 as Document No. 89 U 268 in Lake County, (which Financing Statements are hereinafter referred to as "Financing Statements"); and

1974236 in Kane County and recorded on May 19, 1989 as Document No. 2793895 in Lake County, (said Assignment of Rents and Leases is hereinafter referred to as "Assignment of Rents"); and

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12. Paragraph 33 of the Mortgage, entitled "Partial Releases" is hereby modified and changed to now include all

11. The waiver of redemption and reinstatement rights referred to in Paragraph 29 of the Mortgage is hereby restated and reaffirmed by Mortgagor with respect to all of the real estate legally described on Exhibits A and B.

10. Mortgagor and Mortgagee acknowledge that with respect to one of the eight additional parcels of real estate on Exhibit B, Mortgagor's interest therein is a leasehold interest and is subject to a ground lease. With respect to this parcel, Mortgagor agrees to grant a separate leasehold mortgage ("leasehold mortgage") in said parcel to Mortgagee and shall also deliver an estoppel certificate from the ground lessor containing such certifications and representations as Mortgagee may require.

9. The term "premises" as defined in the Mortgage shall be deemed to include sixteen (16) separate parcels of real estate, being the eight (8) separate parcels of real estate originally described in the Mortgage and legally described in Exhibit A attached hereto, and the eight (8) additional separate parcels of real estate which Mortgagor is conveying unto the Mortgagee hereunder and legally described on Exhibit B attached hereto.

8. All references contained in the Mortgage to the defined term "Loan Documents" is hereby changed to now refer to and include the First Modification of Mortgage Note, this First Modification of Mortgage and First Modification of limited Personal Guaranty of Robert Rogove, and all other additional documents given by Mortgagor to Mortgagee respecting the first Modification of the Mortgage Note.

7. All references contained in the Mortgage to the defined term "Note" is hereby changed to now refer to and include the Note and the First Modification of Mortgage Note.

6. The maturity date appearing on Page 1 of the Mortgage is hereby changed from April 30, 1990 to November 30, 1992.

5. The principal sum appearing on Page 1 of the Mortgage is hereby changed and increased from \$3,754,000 to \$7,261,000.

4. The first mortgage and security agreement granted to the Mortgagee hereunder on the real estate legally described on Exhibit B attached hereto shall be subject to all of the terms, covenants, conditions and obligations as set forth in the Mortgage (except as modified herein), a copy of which Mortgage is hereby attached hereto as Exhibit C and by this reference incorporated herein. The Mortgagor hereby agrees to perform all terms, covenants, conditions and obligations set forth in the Mortgage attached hereto as Exhibit C as though all of said terms and provisions were restated in full in this First Modification of Mortgage.

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sixteen (16) parcels of real estate legally described on Exhibits A and B.

13. The dollar amount set forth in Paragraph 45 of the Mortgage, entitled "Future Advances", is hereby changed from \$4,150,000 to \$7,261,000.

14. Except as modified herein, Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage and all other documents securing the Note and First Modification of Mortgage Note.

15. Except as modified herein, the terms, conditions and covenants of the Mortgage shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this First Modification of Mortgage and Security Agreement and the Mortgage, the terms herein shall control.

16. This First Modification of Mortgage and Security Agreement shall be recorded or registered in each county where any of the sixteen (16) separate parcels of real estate is located to give effect to this First Modification of the Mortgage and Security Agreement and to grant to Mortgagee a first mortgage on the eight (8) separate parcels of real estate legally described in Exhibit B attached hereto.

17. The whole of the real estate legally described on Exhibit A shall and is to remain subject to the first lien of Mortgagee's Mortgage and other loan documents and nothing herein contained shall affect or be reconstrued to affect the lien, charge or priority thereof.

IN WITNESS WHEREOF, the Mortgagor has caused this First Modification of Mortgage and Security Agreement to be executed by its general partner and thereunto duly authorized and attested, all on and as of the day, month and year first above written.

ROCFAM ENTERPRISES LIMITED PARTNERSHIP,  
a Delaware limited partnership, By:  
ROCFAM ENTERPRISES, INC., an Illinois  
corporation, its general partner

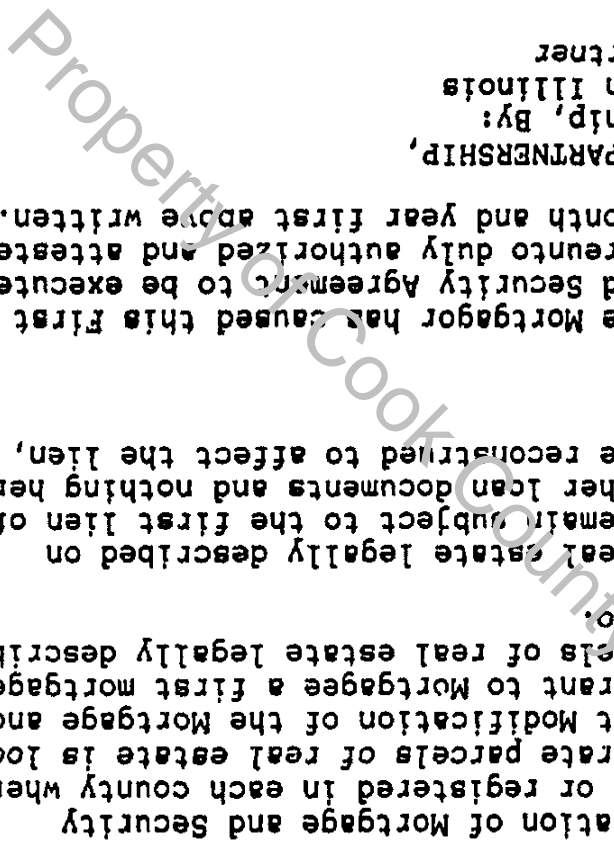
By: [Signature]  
Its President

By: [Signature]  
Its Vice President

ATTEST,  
[Signature]  
Secretary

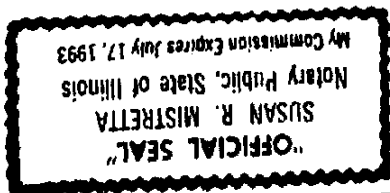
Asst.

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Property of Cook County Clerk's Office



*Susan R. Mistretta*  
Notary Public

I, Susan R. Mistretta, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT E. ROGQUE & DAVID R. WAGNER, the President of ROCFAM ENTERPRISES, INC., and ROGQUE & WAGNER, the Vice President of ROCFAM ENTERPRISES, INC., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of December, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
) SS. JOAN A. WOZNIAK  
Asst. Secretary



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LOT 1 IN BINETTI'S ADDITION TO ADDISON BEING A SUBDIVISION OF LOTS 24 AND 25 IN OWNERS LAKE STREET ADDITION TO ADDISON, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1987 AS DOCUMENT R87-171486, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: (DUPAGE COUNTY)

LAKE COUNTY, ILLINOIS, 1905, AS DOCUMENT NUMBER 100048, IN BOOK "G" OF PLATS, PAGE 18, IN PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, PART OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD BEGINNING) IN COUNTY CLERK'S SUBDIVISION, BEING A SUBDIVISION OF SOUTH LINE OF SAID LOT 6, A DISTANCE OF 29.98 FEET TO THE POINT OF 6; THENCE SOUTH 84 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE HIGHWAYS RIGHT OF WAY CORNER RTS 2377" ON THE SOUTH LINE OF SAID LOT INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RTS 2377" FOR A POINT OF COMPOUND CURVATURE; THENCE ALONG A 53.40 FOOT RADIUS CURVE, CENTRAL ANGLE 14 DEGREES 31 MINUTES 52 SECONDS, 13.52 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RTS 2377" FOR A 28.98 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RTS 2377" TO THE NORTHWEST, SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 23.40 FEET, CENTRAL ANGLE 70 DEGREES 57 MINUTES 49 SECONDS, ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RTS 2377"; THENCE FEET TO A 5/8 INCH REBAR WITH AN ALLIED (A) STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RTS 2377"; THENCE 32.53 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 32.53 FEET TO A 5/8 INCH REBAR WITH AN ASSUMED BEARING OF NORTH 09 DEGREES 00 MINUTES 00 6; THENCE ON AN ASSUMED BEARING AT THE SOUTHEAST CORNER OF SAID LOT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 30, BY PROCEEDINGS HAD IN LAKE COUNTY, ILLINOIS, CASE NUMBER 84ED 30, THE EASTERLY 131 FEET OF LOT 6 (EXCEPT THAT PART THEREOF CONDEMNED

PARCEL 3: (LAKE COUNTY)

FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. PARALLEL WITH THE NORTH LINE OF MAIN STREET FOR A DISTANCE OF 115.0 THENCE NORTH 88 DEGREES 20 MINUTES 09 SECONDS WEST ALONG A LINE DISTANCE OF 145.0 FEET TO THE NORTHWEST CORNER OF LOT 5 AFORESAID; 0 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LOT 5 A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 5; THENCE NORTH DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 90.0 FEET TO A OR AND PARALLEL WITH THE NORTH LINE OF MAIN STREET; THENCE SOUTH 88 OF 35.57 FEET TO A POINT OF INTERSECTION WITH A LINE 5.0 FEET NORTH POINT; THENCE SOUTH 43 DEGREES 40 MINUTES 52 SECONDS EAST A DISTANCE WEST ALONG SAID EASTERLY RIGHT OF WAY OF DISTANCE OF 120.0 FEET TO A THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 58 MINUTES 36 SECONDS INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF STATE ROUTE 31 AND THE NORTH LINE OF SAID MAIN STREET, A DISTANCE OF 27.18 FEET TO THE 150.0 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL WITH SECONDS EAST ALONG SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF THIRD PRINCIPAL MERIDIAN; THENCE NORTH 1 DEGREE 39 MINUTES 51 CENTER LINE OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE 143.98 FEET TO A POINT OF INTERSECTION WITH THE NORTH AND SOUTH SECONDS WEST ALONG THE NORTH LINE OF MAIN STREET, A DISTANCE OF THE WEST SIDE OF FOX RIVER; THENCE NORTH 88 DEGREES 20 MINUTES 09 THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 9 OF THE PLAT OF DUNDEE ON FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF MAIN STREET AT THAT PART OF OUT-LOT 1 OF THE ADDITION TO DUNDEE, DESCRIBED AS

PARCEL 2: (KANE COUNTY)

LOT 1 IN ST. CHARLES COMMERCIAL CENTER, UNIT NUMBER SIX, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 1: (KANE COUNTY)

EXHIBIT A

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PARCEL 5: (DUPAGE COUNTY)

THE WEST 100 FEET, AS MEASURED ON THE SOUTH LINE, OF THE EAST 200 FEET, MEASURED ON THE SOUTH LINE, OF THE SOUTH 390.03 FEET, MEASURED ON THE WEST LINE, OF THE WEST HALF OF LOT 12 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 6: (COOK COUNTY) P.I.N. 12-02-402-041

*C/K/A: 700 W. HIGGINS RD., PARK RIDGE IL.*  
LOTS 15 AND 16 IN BLOCK 16 IN KINSEY'S PARK RIDGE SUBDIVISION OF PART OF SECTIONS 1 AND 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: (COOK COUNTY-TORRENS)-P.I.N. 13-12-216-037

*C/K/A: 5401 N. LINCOLN AVE., CHICAGO, IL.*  
LOTS 20, 21, 22 AND 23 IN BLOCK 3 IN FRED W. BRUMMEL AND COMPANY'S LINCOLN BRYN MAWR WESTERN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, AND THAT PART EASTERLY OF LINCOLN AVENUE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF LINE 200.0 FEET NORTH OF THE NORTH LINE OF BERWYN AVENUE), ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS AND ALLEYS) ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1923 AS DOCUMENT NUMBER 7873542 AS CORRECTED BY CERTIFICATE FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 30, 1923, AS DOCUMENT NUMBER 7905451.

PARCEL 8: (COOK COUNTY) P.I.N. 13-23-232-034

*C/K/A: 3630 N. ELSTON, CHICAGO, IL.*  
ALL THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET) WITH THE CENTER LINE OF ELSTON AVENUE; RUNNING THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ELSTON AVENUE A DISTANCE OF 604.15 FEET; THENCE SOUTHWESTERLY AND AT RIGHT ANGLES WITH ELSTON AVENUE A DISTANCE OF 158 FEET; THENCE SOUTH AT RIGHT ANGLES TO WARNER AVENUE (NOW ADDISON STREET) A DISTANCE OF 302.9 FEET TO THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET); THENCE EAST ALONG THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET) 547.65 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING EXCEPTING THAT PART THEREOF TAKEN FOR STREET PURPOSES AND EXCEPT THEREFROM THAT PART LYING NORTH AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST ADDISON STREET WITH THE EAST LINE OF BLOCK 12 AS LAID OUT AND OCCUPIED IN R., F., BICKERDIKE'S SUBDIVISION OF BLOCK 12 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK RECORDED AS DOCUMENT NUMBER 4015579; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 12 A DISTANCE OF 93.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 48 SECONDS EAST PARALLEL WITH THE NORTH LINE OF WEST ADDISON STREET 113.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 0.34 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 65.50 FEET; THENCE NORTH 43 DEGREES 44 MINUTES 26 SECONDS EAST 129.18 FEET TO THE SOUTHWESTERLY LINE OF ELSTON AVENUE, AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST ADDISON STREET WITH THE EAST LINE OF BLOCK 12 AS LAID OUT AND OCCUPIED IN R., F., BICKERDIKE SUBDIVISION OF BLOCK 12 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK RECORDED AS DOCUMENT NUMBER 4015579; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 12 A DISTANCE OF 93.79 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 48 SECONDS EAST PARALLEL WITH THE NORTH LINE OF WEST ADDISON STREET 113.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 0.34 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 252.78 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WHICH INTERSECTION IS 94.25 FEET NORTH OF THE NORTH LINE OF WEST ADDISON STREET; THENCE SOUTH 46 DEGREES 31 MINUTES 34 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE 136.17 FEET TO THE NORTH LINE OF WEST ADDISON STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS WEST ALONG SAID LINE 465.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 9: (COOK COUNTY)-P.I.N. 13-18-300-043

C/K/A: 4369 N. HARLEM AVE., NORRIDGE, IL.

LOTS 35 TO 39, INCLUSIVE, IN PRASSAS AND KATSIKIANNIS GREATER HARLEM AND MONTROSE AVENUE SUBDIVISION OF THE NORTH 727.30 FEET OF THE WEST 1548.80 FEET (EXCEPT THE EAST 5 ACRES AND EXCEPT THE SOUTH 80 FEET OF THE NORTH 260 FEET OF THE WEST 158 FEET THEREOF), OF THE SOUTH 1/2 LYING NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: (COOK COUNTY)-P.I.N. 10-36-407-036

C/K/A: 6750 N. WESTERN AVE., CHICAGO, IL.

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART TAKEN FOR WIDENING WESTERN AVENUE) IN BLOCK 1 IN HEWITT ROGERS PARK ADDITION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11: (COOK COUNTY)-P.I.N. 13-29-425-044

C/K/A: 2401 N. AUSTIN AVE., CHICAGO, IL.

LOTS 25 TO 28 INCLUSIVE (EXCEPT THE SOUTH 17 FEET OF SAID LOTS) IN BLOCK 5 IN BOOTH'S SUBDIVISION, A SUBDIVISION OF THE SOUTH 33 1/3 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12: (MCHENRY COUNTY)

LOT "A" IN JOHN E. SHERMAN'S RESUBDIVISION, BEING A RESUBDIVISION OF THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5 IN JOHN PFRIFFER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1987 AS DOCUMENT NUMBER 87R 008671, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 13: (DUPAGE COUNTY)

LEASEHOLD ESTATE CREATED BY MEMORANDUM OF LEASE FROM HARRIS BANK NAPERVILLE AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1977 AND KNOWN AS TRUST NUMBER 2745, LESSOR, TO JIFFY LUBE INTERNATIONAL OF MARYLAND, INC., AND RECORDED NOVEMBER 21, 1988 AS DOCUMENT NUMBER R88-133312 AND ASSIGNED TO ROCFAM ENTERPRISES LIMITED PARTNERSHIP BY ASSIGNMENT OF LEASE DATED JUNE 28, 1989 AND RECORDED JULY 5, 1989 AS DOCUMENT NUMBER R89-79758, DEMISING THE FOLLOWING DESCRIBED FOR A TERM OF YEARS BEGINNING DECEMBER 9, 1987 AND ENDING 20 YEARS FROM TO WIT:

THE WEST 100 FEET OF THE EAST 140 FEET, MEASURED AT RIGHT ANGLES TO THE EAST LINE, OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22,

TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 650 FEET THEREOF AND EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF BUTTERFIELD ROAD AS CONSTITUTED IN THE YEAR 1949) IN DU PAGE COUNTY, ILLINOIS.

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PARCEL 14: (DUPAGE COUNTY)

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LOT 47 (EXCEPT THE NORTH 115 FEET OF THE EAST 92 FEET) AND ALL OF LOT 48 OF ROBERTSON'S SECOND ADDITION TO ELMHURST, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1909 AS DOCUMENT 95683, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 15: (COOK COUNTY)

*P.I.N. 03-27-307-078*  
*c/14A: 2 W. RAND, MT. PROSPECT, IL.*

LOT 2 OF MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 15A

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF SUBDIVISION RECORDED APRIL 24, 1985 AS DOCUMENT

27523812 AND OFFINED IN THE EASEMENT AGREEMENT RECORDED JULY 18, 1986 AS DOCUMENT NUMBER 86303141.

PARCEL 15B

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR BENEFIT OF PARCEL 1 AS SET FORTH IN DOCUMENT 86303141 FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RENEWING A SANITARY SEWER LINE AND RELATED FACILITIES OVER, ABOVE, UNDER, IN AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1985, AS DOCUMENT NUMBER 27523812, BEING A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 91.5 FEET TO THE PLACE OF BEGINNING OF HEREIN DESCRIBED CENTER LINE; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 85 FEET TO THE POINT OF TERMINATION OF SAID CENTER LINE; SAID 15 FOOT STRIP OF LAND BEING BOUNDED ON THE SOUTH BY THE SOUTHEASTERLY LINE OF SAID LOT 1 AND BEING BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 1 AND DRAWN THROUGH THE POINT OF TERMINATION, IN COOK COUNTY, ILLINOIS.

PARCEL 15C

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DOCUMENT NUMBER 86303142 FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RENEWING A STORM SEWER LINE AND RELATED FACILITIES OVER, ABOVE, ALONG, UNDER IN AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1985 AS DOCUMENT NUMBER 27523812, BEING A STRIP OF LAND 10 FEET IN WIDTH AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 57.00 FEET TO THE PLACE OF BEGINNING OF HEREIN DESCRIBED CENTERLINE; THENCE NORTHERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE TO THE RIGHT OF 109 DEGREES WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 43.00 FEET TO THE POINT OF TERMINATION OF HEREIN DESCRIBED CENTERLINE; SAID 10 FOOT STRIP OF LAND BEING BOUNDED ON THE SOUTH BY THE SOUTHEASTERLY LINE OF SAID LOT 1 AND BEING BOUNDED ON THE NORTH BY A LINE DRAWN THROUGH THE POINT OF TERMINATION AT RIGHT ANGLES TO THE AFORESAID DESCRIBED CENTERLINE, IN COOK COUNTY, ILLINOIS.

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P.I.D.'s 14-31-201-015  
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14-31-201-017  
o/k/r: 2366 GYBORN  
CHGO. 7/15/08

LOTS 17, 18 AND 19 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 16: (COOK COUNTY)