

89032298

Dollar (\$1.00) in hand paid, Mortgagor does hereby CONVEY, MORTGAGE and WARRANT to Mortgagee, its successors and assigns, the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof as it set forth here in full (the "Real Estate" and, collectively with the property described in the next following paragraph, the "Premises")

TOGETHER WITH all right, title and interest, including without limitation the right of use and occupancy, which Mortgagor may now have or may hereafter acquire, by after-acquired title, reversion or otherwise, in and to (a) any lands occupied by streets, alleys or public places adjoining the Real Estate or in and to such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, licenses, franchises, fixtures, appurtenances and all other rights and privileges belonging or appertaining to the Real Estate; (c) all apparatus, machinery, equipment and appliances now or hereafter located on the Real Estate and used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration, to treat or dispose of refuse or waste, or otherwise for or in connection with maintenance and operation of the Real Estate or other parts of the Premises; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings and awnings now or hereafter located or used in or related to any improvements now or hereafter located on the Real Estate; and (e) all items of furniture, furnishings and personal property used or useful for or in connection with the operation of the Real Estate or other parts of the Premises,

AND FURTHER, as additional security for the obligations, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including without limitation any period of redemption), primarily and on a parity with the Premises and not secondarily, (a) all rents, issues, proceeds and profits of the Premises or any part thereof and all rents, issues, proceeds, profits, revenues, royalties, bonuses, rights and benefits now or hereafter due, payable or accruing (including without limitation all deposits of money as advance rent, for security or as earnest money or downpayment for the purchase of all or any part of the Premises) under all "Leases and Agreements", which term shall herein mean collectively any and all present and future leases, tenancies, licenses, material contracts (including without limitation contracts for the sale of all or any part of the Premises) and other material agreements related to the ownership, use or occupancy of all or any part of the Premises; (b) all Leases and Agreements; (c) all amounts payable in lieu of or as compensation for any loss or destruction of or damage to all or any part of the Premises, all fire and other hazard or casualty insurance policies related to the Premises or any part thereof, and all proceeds of any such insurance policies; and (d) all amounts payable in lieu of or as awards in connection with any condemnation, eminent domain or other similar proceeding for any taking of all or any part of the Premises or any right, title, interest or value related thereto;

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NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Term Note, including interest thereon, and the payment and performance of all other obligations, including without limitation the payment and performance of all obligations of Mortgagor under this Mortgage, and in consideration of One

WHEREAS, Mortgagor acknowledges and agrees that Mortgagor shall directly benefit from the loans and advances by Mortgagor to Mortgagor under the Loan Agreement;

WHEREAS, Obligations secured hereby shall not exceed \$20,000,000; and

WHEREAS, as a condition to Mortgagor's loans and advances to Mortgagor under the Loan Agreement, including without limitation the loan evidenced by the Term Note, Mortgagor has required, among other things, that Mortgagor enter into this Mortgage and grant to Mortgagor the liens referred to herein to secure payment and performance of the obligations;

WHEREAS, the term "Obligations" as hereafter used in this Mortgage shall be as defined in the Loan Agreement, except that it shall not include, and this Mortgage shall not secure payment of, the principal of and any interest on any advance under the "Revolving Loan" (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, Mortgagor has, among other things, executed and delivered to Mortgagor, and Mortgagor is justly indebted to Mortgagor upon, a Term Loan Promissory Note of even date herewith (the "Term Note"), in the original principal amount of Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00), evidencing a portion of the "Obligations" (as defined in the Loan Agreement), payable in installments as provided therein, with a final payment of the unpaid principal amount thereof due on January 31, 1992;

WHEREAS, Mortgagor and Mortgagor have mutually executed and delivered a Loan and Security Agreement dated as of January 30, 1989 (the "Loan Agreement");

W I L N E S S E S

MORTGAGE made January 30, 1989, by PSW INDUSTRIES, INC., a Delaware corporation ("Mortgagor"), having its chief executive office at 3912 W. McLean Avenue, Chicago, Illinois 60647, to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Mortgagee"), having an office at 33 N. LaSalle Street, Chicago, Illinois 60690.

*Handwritten signature*

Term

MORTGAGE

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TO HAVE AND TO HOLD the Premises and the property, rights and interests pledged and assigned in the next preceding paragraph unto Mortgagee and its successors and assigns forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In addition, and as a part of this Mortgage:

1. Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor will pay when due all principal of and interest on the Term Note, and will duly and timely pay and perform all other Obligations.

(b) Mortgagor will pay all taxes, assessments and governmental charges or levies imposed upon the Premises or any part thereof before the same become delinquent; provided, that Mortgagor shall have the right to contest the same in accordance with Section 5.1 of the Loan Agreement.

(c) Upon request of Mortgagee from time to time, Mortgagor will exhibit to Mortgagee official receipts evidencing compliance with (b) above.

(d) Mortgagor will maintain insurance in accordance with Sections 3.5 and 5.2 of the Loan Agreement.

(e) Mortgagor (i) will maintain the Premises in accordance with Sections 3.7 and 5.2 of the Loan Agreement, (ii) will not abandon the Premises or permit them to be vacant and unoccupied, (iii) will not commit or suffer waste thereon, (iv) will not make or permit any changes, alterations or additions to or removals or demolitions of any buildings, fixtures and other improvements now or hereafter located on the Premises, except definitive projects having a cost of not more than \$25,000 per project and except as may be required by applicable law or as may be necessary to comply with Mortgagor's maintenance, repair, replacement or reconstruction obligations under this Mortgage or under or in connection with the Loan Agreement, (v) will not construct or erect any new buildings, fixtures or other improvements on the Premises, and (vi) will comply in all material respects and will cause the Premises to be and remain in compliance in all material respects with all applicable laws, ordinances, restrictions, governmental rules and regulations, including without limitation zoning ordinances, building and fire codes, laws and regulations relating to the generation, treatment, storage, disposal or release of any toxic or hazardous waste or substance, and other laws and regulations governing use and occupancy of the Premises.

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(f) Mortgagor will keep the Premises free and clear of all "Liens" (as defined in the Loan Agreement), except as permitted by Section 6.4 of the Loan Agreement.

(g) Mortgagor will comply in all material respects with its obligations under all Leases and Agreements.

(h) Mortgagor will comply with its obligations under the Loan Agreement as they relate to the Premises or any part thereof or the use or occupancy of the Premises.

2. Mortgagor agrees to give Mortgagee immediate notice of any actual or threatened commencement of a condemnation, eminent domain or other similar proceeding for any taking of all or any part of the Premises or any right, title, interest or value related thereto, and Mortgagor agrees that all amounts payable in lieu of or as awards in connection with any such proceeding shall be paid to Mortgagee and may be applied by Mortgagee, at Mortgagee's option, to any Obligations, after the payment or reimbursement of all expenses in connection with any such proceeding, including without limitation attorneys' fees and costs.

3. With respect to Leases and Agreements:

(a) Mortgagee shall have the right to approve all Leases and Agreements, including without limitation the form and content of any lease of all or any part of the Premises and the tenant or tenants thereunder.

(b) Mortgagor shall not without the prior written consent of Mortgagee, (i) enter into any lease or permit any tenancy of all or any part of the Premises, (ii) make any pledge or collateral assignment of any Leases and Agreements or of any rents or other rights thereunder, except as security for Obligations, (iii) accept any installment of rent more than thirty (30) days before the due date of any such installment, (iv) amend or change the terms of any Leases and Agreements previously approved by Mortgagee, or (v) permit, consent to or make any assignment of any Leases and Agreements or any sublease under any lease or tenancy of all or any part of the Premises.

(c) Mortgagor (i) will at all times promptly and faithfully keep and perform in all material respects all of the covenants, conditions and agreements on its part to be kept and performed under all Leases and Agreements, (ii) will enforce or secure the performance in all material respects of all of the covenants, conditions and agreements on the part of other parties to be kept and performed under all Leases and Agreements, (iii) will appear in and defend any action or proceeding arising out of or in any manner connected with any Leases and Agreements or the rights and obligations of the parties thereunder, and (iv) will execute and deliver to Mortgagee, upon request, any and all documents and instruments deemed reasonably necessary by

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Mortgagee to transfer and assign to Mortgagee any Leases and Agreements.

(d) Without limiting the generality of the foregoing, Mortgagor will cause each of the Leases and Agreements to contain, among other things, provisions satisfactory to Mortgagee with respect to (i) exoneration of Mortgagee of any covenants, agreements and other obligations thereunder, (ii) requiring, at the option of Mortgagee, other parties thereto to attorn to any successor to the interest of Mortgagor thereunder, if such successor offers a customary non-disturbance agreement in connection therewith, and (iii) permitting Mortgagee, at its option, to make a unilateral declaration subordinating this Mortgage thereto.

4. Mortgagor agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all loss, cost, damage, liability or expense, including without limitation attorneys' fees and costs of litigation, incurred, sustained or suffered by Mortgagee, as a result of or arising out of (a) any damage to persons or property on or about the Premises, (b) the violation or enforcement of any law, ordinance, private right or restriction applicable to the Premises or any part thereof or the use or occupancy thereof, (c) the protection or enforcement of the lien or priority of this Mortgage or any of Mortgagee's rights hereunder, (d) the presence of any hazardous waste (as defined in the Resource Conservation and Recovery Act), petroleum or hazardous substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act) at, on or near the Premises, (e) compliance with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Premises, and (f) any action, claim, demand or other proceeding against Mortgagee or in which Mortgagee may become involved relating to any of (a) through (e) above. Mortgagee may designate its own attorneys or other representatives to act for and represent Mortgagee in connection with any such action, claim, demand or other proceeding; provided, that the fees and expenses of any such attorneys shall be paid by Mortgagee unless Mortgagee is not being represented by attorneys also representing Mortgagor, which attorneys are designated and paid by Mortgagor, or unless such attorneys who are also representing Mortgagor are unable to render an opinion to Mortgagee that there is no conflict of interest in their representation of both Mortgagor and Mortgagee.

5. Mortgagor covenants, agrees and acknowledges that an Event of Default shall exist under this Mortgage upon the occurrence of any of the following events or conditions:

(a) Mortgagor's failure to make payment of any Obligations constituting principal or interest in full when due or declared due (including without limitation pursuant to Section 2.4 of the Loan Agreement), or failure to make payment in full of

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any other Obligation within ten (10) days following the date on which such other Obligation is due or declared due.

(b) Mortgagor's failure to observe or perform or otherwise comply with any of the covenants or agreements of Mortgagor set forth in this Mortgage, except those to which (a) above is applicable, and such failure continues for more than thirty (30) days after such failure first occurs; provided, that such grace period shall not apply, and an Event of Default shall exist upon the first occurrence of such failure, if (i) Mortgagor is not proceeding diligently to cure such Event of Default and does not certify to Mortgagee in writing that (A) it is proceeding diligently to cure such Event of Default and (B) it has every reasonable prospect of being able to effect such cure within such thirty (30) day grace period, (ii) such Event of Default may not, in Mortgagee's reasonable determination, be cured by Mortgagor during such thirty (30) day grace period (such failure incapable of cure to include without limitation failure to obtain the written consent of Mortgagee prior to taking any action described in this Mortgage which is not permitted by this Mortgage or requires such prior written consent), or (iii) the covenant to have been performed was one set forth in paragraph 1(d), 1(e)(iii), 1(e)(iv), 1(e)(v), 3(b) or 3(d) above.

(c) Any "Event of Default" under the Loan Agreement (as the term "Event of Default" is defined therein).

6. Without limiting other rights granted or permitted to Mortgagee under this Mortgage or under the Loan Agreement, upon the occurrence of an Event of Default and the express or accelerated maturity of any Obligations, Mortgagee may, at its option and to the extent permitted by applicable law, (a) institute proceedings for the complete foreclosure of this Mortgage, (b) institute proceedings in equity or at law for the specific performance of any covenant, agreement or condition in this Mortgage or in aid of the execution of any power granted in this Mortgage, (c) enter upon and take and maintain possession of all or any part of the Premises and all documents, books, records, papers and accounts of Mortgagor or the then manager of the Premises relating thereto, exclude Mortgagor and its agents and servants wholly therefrom and possess, operate, manage and control the Premises or any part thereof and conduct any business thereon, with full power to (i) collect all rents, issues and profits from the Premises, (ii) take such action, legal or equitable, as may, in Mortgagee's discretion, be necessary or desirable to protect or enforce the payment of the rents, issues and profits from the Premises, including without limitation instituting actions for recovery of rent, actions in forcible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause or reason which would entitle Mortgagor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any tenancy, lease or sublease made subject to this Mortgage or which is or becomes subordinate to the lien of this Mortgage, (v) extend or modify any lease or

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tenancy and make new leases, which extensions, modifications and new leases may provide for terms or options for terms to expire beyond the maturity date of all Obligations, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the Premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale, (vi) make any repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises as Mortgagee may deem reasonably necessary or desirable, (vii) insure and reinsure the Premises and any risks incident to the possession, operation, management and control of the Premises by Mortgagee, and (viii) take such other action for the possession, operation, management and control of the Premises as Mortgagee may deem necessary or appropriate, and/or (d) take such other action as may be permitted by applicable law.

7. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree of foreclosure, all expenditures and expenses (which may be estimated as to items to be expended after entry of the judgment or decree) which may be paid or incurred by or on behalf of Mortgagee for court costs and reasonable attorneys' fees and for appraisers' fees, fees for documentary and expert evidence, stenographer's fees, publication costs, survey costs and costs of procuring all abstracts of title, title examinations, title insurance policies, Torrens certificates and other similar data and assurances with respect to title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment or decree of foreclosure the true condition of the title to or value of the Premises.

8. Any rents, issues and profits from the Premises received by Mortgagee, after taking possession of the Premises or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the following, in such order of priority as Mortgagee (or, in the case of a receivership, as the court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and control of the Premises, including reasonable compensation to Mortgagee or any receiver that may be appointed and the fees of any managing agent (if management of the Premises is delegated to such agent) and including lease commissions and other expenses of procuring tenants and entering into leases for the Premises, (b) the payment of taxes, special assessments, water and sewer charges and other charges on the Premises now due or which may become due or which may be or become a lien prior to the lien of this

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Mortgage, (c) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises or the operation thereof, (d) the payment of any Obligations, the payment of any amount set forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreclosure sale, and (e), with respect to any remaining funds, to Mortgagor.

9. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the court in which such foreclosure is filed may, upon application by Mortgagee, appoint a receiver of the Premises (which may be Mortgagee) and Mortgagor hereby consents to such appointment. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency, at the time of the application for such receiver, of any party liable for the payment of any Obligations, without regard to the then value of the Premises or whether the Premises are then occupied as a homestead or not and without the posting of any bond being required of the applicant. Such receiver shall have the power to take possession of and to operate, manage and control the Premises, to collect and receive all rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of redemption, if any, 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 to exercise all other powers which may be necessary or desirable for the protection, possession, operation, management and control of the Premises during the whole of the aforesaid period. To the extent permitted by applicable law, such receiver may be authorized by the court to take any action which Mortgagee may take under paragraph 6(c)(iii), (iv) and (v) above.

10. To the extent permitted by applicable law, all or any part of the Premises or any interest or estate therein to be sold pursuant to any judgment or decree of foreclosure obtained pursuant to this Mortgage shall be sold as a single parcel or as multiple parcels in such manner or order as Mortgagee, in its sole discretion, may elect. At any foreclosure sale of all or any part of the Premises, Mortgagee may bid for and acquire, as purchaser, the Premises or any part thereof being sold and, in lieu of paying cash therefor, may credit against Obligations and the amount set forth in the judgment or decree of foreclosure, the amount bid by Mortgagee at such foreclosure sale.

11. The proceeds from any foreclosure sale of all or any part of the Premises shall be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to any such foreclosure proceedings, (b) on account of Obligations, and (c) the excess, if any, to Mortgagor.

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12. Mortgagor agrees that it shall not apply for or avail itself of and hereby waives the benefit of, for itself and all who may claim through or under it, any appraisal, valuation, stay, moratorium, extension or exemption laws, whether existing on the date of this Mortgage or hereafter enacted, in any enforcement or foreclosure of this Mortgage. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the Premises or any part thereof marshalled upon any foreclosure of this Mortgage and Mortgagor agrees that any court having jurisdiction to foreclose this Mortgage may order the Premises sold as an entirety. Mortgagor does hereby waive any and all rights of redemption from sale under any judgment or decree of foreclosure of this Mortgage on behalf of itself and each and every person, except judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

13. Mortgagee shall have the right to rescind any acceleration of any indebtedness secured by this Mortgage and the right to discharge or dismiss any proceedings brought to enforce any right or remedy of Mortgagee under or in connection with this Mortgage, and, in the event Mortgagee elects to exercise either or both of such rights, the obligations of Mortgagor and the rights and remedies of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced.

14. The rights and remedies of Mortgagee as provided in this Mortgage shall not be exclusive of, but shall be in addition to, any right or remedy now or hereafter existing at law or in equity or otherwise, and all such rights and remedies may be exercised together, independently or in any combination and when and as often as Mortgagee shall elect.

15. In the event that any portion of the proceeds of the indebtedness secured by this Mortgage are used, directly or indirectly, to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance on the Premises, or any part thereof, then Mortgagee shall be subrogated to the rights of the creditor under such other lien or encumbrance and shall have the benefit of the priority of such other lien or encumbrance.

16. Mortgagee may, at any time and from time to time, with or without consideration, release any portion of the Premises from the lien of this Mortgage, release any person liable for any indebtedness secured by this Mortgage or extend the time for payment of all or any portion of the indebtedness secured by this Mortgage without in any way affecting the lien of this Mortgage or the priority thereof (except as specifically set forth in such release) and without in any way affecting the obligations of any party liable for the indebtedness secured by this Mortgage (except as specifically set forth in such release or extension).

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17. Any delay in the exercise of or failure to exercise any right or remedy accruing under this Mortgage shall not impair any such right or remedy and shall not be construed to be a waiver thereof.

18. All notices, demands and other communications under or in connection with this Mortgage shall be given in accordance with Section 12.3 of the Loan Agreement.

19. This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor, its successors and assigns, and all persons claiming under or through Mortgagor, and shall inure to the benefit of Mortgagee and its successors and assigns.

20. Mortgagor shall, upon the request of Mortgagee at any time and from time to time, execute, acknowledge and deliver any additional instruments and further assurances and do or cause to be done any further acts and things as may be reasonably necessary or appropriate to carry out the intent of this Mortgage and the Loan Agreement.

21. It is specifically agreed that time is of the essence of this Mortgage.

22. This Mortgage may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of the amendment or modification is asserted.

23. All the covenants and agreements contained in this Mortgage shall run with the land.

24. If any provision of this Mortgage or the application thereof to any circumstance shall be held invalid or unenforceable, the remainder of this Mortgage and the application thereof to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

25. This Mortgage shall be construed and enforced in accordance with the laws of the State of Illinois.

26. Upon payment in full of all indebtedness secured by this Mortgage and the satisfaction of all obligations of Mortgagor hereunder, including without limitation the payment of any reasonable release fee charged by Mortgagee, Mortgagee shall release the lien of this Mortgage.

27. The Loan Agreement and the Term Note are each incorporated herein by reference, and nothing in this Mortgage shall limit the rights and remedies of Mortgagee or the obligations of Mortgagor thereunder or in connection therewith.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered on the day and year first above written.

PSW INDUSTRIES, INC.

By: 

Its President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

The foregoing instrument was acknowledged before me this 20th day of January, 1989, by Waldid A. Petersen, the President of PSW Industries, Inc., a Delaware Corporation, on behalf of the corporation.

Barbara J. Preemann  
Notary Public

My commission expires:

Barbara J. Preemann

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Christopher J. Horsch  
Vedder, Price, Kaufman & Kammholz  
222 N. LaSalle Street  
Chicago, IL 60601

- PIN: 13-35-123-011-0000
- 13-35-123-023-0000
- 13-35-123-024-0000
- 13-35-123-035-0000
- 13-35-123-036-0000
- 13-35-123-037-0000
- 13-35-123-038-0000
- 13-35-123-039-0000
- 13-35-123-040-0000
- 13-35-123-041-0000
- 13-35-123-042-0000
- 13-35-123-066-0000
- 13-35-123-079-0000

Address of Premises: 3912 W. McLean Avenue  
Chicago, Illinois 60647

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## Legal Description of Real Estate

**PARCEL 1:**

LOTS 4 TO 9, BOTH INCLUSIVE, AND LOTS 29 TO 37, BOTH INCLUSIVE AND LOTS 39 TO 45, BOTH INCLUSIVE, (EXCEPT THE NORTH 4 FEET OF LOTS 51 TO 53, BOTH INCLUSIVE DEDICATED FOR PUBLIC STREET PURPOSES BY PLAT OF DEDICATION RECORDED SEPTEMBER 29, 1966 AS DOCUMENT 19956481) IN PRICE AND MOSS SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 4 TO 9, BOTH INCLUSIVE AND LYING NORTH OF AND ADJOINING LOTS 30 TO 37, BOTH INCLUSIVE, IN PRICE AND MOSS SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 39 TO 45, BOTH INCLUSIVE, IN PRICE AND MOSS SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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