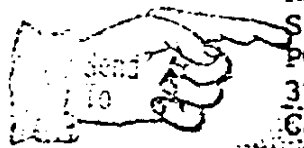


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First AMERICAN TITLE INSURANCE  
COMPANY OF THE MID-WEST  
ORDER # TX 2254  
4 of 7



THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

SEAN P. KENNEDY, ESQ.  
PORTES, SHARP, HERBST & KRAVETS, LTD.  
333 West Wacker Drive, Suite 500  
Chicago, Illinois 60606

## MORTGAGE FOR ADJUSTABLE INTEREST RATE LOAN

THIS MORTGAGE FOR ADJUSTABLE INTEREST RATE LOAN ("Mortgage") is made this 13th day of April, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, whose address is 33 North LaSalle Street, Chicago, Illinois, not individually or personally, but as successor trustee to Central National Bank in Chicago as trustee under trust agreement dated June 15, 1981, and known as trust number 24809, herein called Mortgagor, and HOME SAVINGS OF AMERICA, F.A., a federally chartered savings and loan association, whose address is P.O. Box 7075 Pasadena, California, 91109-7075, herein called Lender.

WITNESSETH: Mortgagor hereby grants, conveys and mortgages to Lender the real property legally described on the legal description rider attached hereto as Exhibit A, which real property is located in Des Plaines, Cook County, Illinois; together with all interest which Mortgagor now has or may hereafter acquire in or to said real property, and in and to: (a) all easements and rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys and streets abutting said real property; (b) all buildings, structures, tenements, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all fixtures, apparatus, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with said real property, including, but not limited to, those for the purposes of supplying or distributing air cooling, air conditioning, gas,

PROPERTY STREET ADDRESSES: 9012, 9016, 9020, 9023, 9032, 9036, & 9037 Washington Drive; 9039, 9048, & 9148 Church Street; 9004, 9024, 9044, 9112, 9128, & 9144 Kennedy Drive; 9028, 9029, 9035, 9040, & 9052 Federal Court; 9008, 9010, 9011, & 9108 Ballard Road; 9132 & 9136 Congress Drive; 9104, 9120, & 9140 Lincoln Drive; 9006, 9116, & 9124 Senate Drive; and 9015, 9025, 9027, & 9033 Capitol Drive, Des Plaines, Illinois

PERMANENT TAX IDENTIFICATION NUMBER(S): 09-15-400-008;  
09-15-400-016; and  
09-15-400-017

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RECORDS SECTION

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(2) The payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage or

(1) The payment of the sum of THIRTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$13,750,000.00), together with interest thereon, according to the terms of a certain Promissory Note herewith made by Mortgagor payable to Lender or order, and all modifications, extensions or renewals thereof;

FOR THE PURPOSE OF SECURING:

Mortgagor absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all Property covered by this Mortgage.

of this Mortgage on any such Property. instruments as may be requested by Lender to confirm the lien execute and deliver, from time to time, such further referred to herein as the "Property". Mortgagor agrees to ownership of such property, all of which is collectively rights of Mortgagor arising out of or related to Mortgagor's intangibles, contract rights, instruments, documents and other paper, insurance claims, condemnation awards, general Mortgage; and (f) all accounts, accounts receivable, chattel income, issues, and profits of all properties covered by this ownership of which affects said real property; (e) the rents, and shares of stock pertaining to such water or water rights, water rights (whether or not appurtenant) owned by Mortgagor royalties, minerals, oil and gas rights and profits, water and be part of the real property that is conveyed hereby; (d) all additions thereto, be conclusively deemed to be affixed to and and agreed that such items, including replacements and real property used for a trade or business, it being intended other trade fixtures attached or otherwise installed on said cabinets, shelving, furniture, displays, lights, machinery and be part of the real property that is conveyed hereby; (c) all additions thereto be conclusively deemed to be affixed to and intended and agreed that such items, including replacements and antennae, trees and plants, and pool equipment, it being extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, intended and agreed that such items, including replacements and

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(035388-PRV-3146)

de l'ensemble des documents qui ont été déposés en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels.

Il est important de noter que les documents qui ont été déposés en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels peuvent être soumis à des restrictions d'accès en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels.

LES LIENS SUIVANTS SONT DISPONIBLES :

Les liens suivants sont disponibles :  
- [lien] : [description]  
- [lien] : [description]

Il est important de noter que les documents qui ont été déposés en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels peuvent être soumis à des restrictions d'accès en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels.

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(1) Construction of improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against the property, nor any stop notice

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

it is expressly understood that there are no agreements for any future advances under this mortgage.

(8) The payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

(7) The performance of all agreements of Mortgagor to pay fees and charges to Lender whether or not herein set forth; and

(6) Compliance by Mortgagor with each and every monetary provision to be performed by Mortgagor under any Declaration of Covenants, Conditions and Restrictions pertaining to the Property or any Declaration of Condominium Ownership pertaining to the Property and upon written request of Lender, the enforcement by Mortgagor of any covenant to pay maintenance or other charges;

(5) The performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor pursuant to the terms of any lease and any and all other instruments creating Mortgagor's interest in or defining Mortgagor's right in respect to the Property;

(4) The performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on the Property, of each provision or agreement of Mortgagor contained in any construction loan agreement or other agreement between Mortgagor and Lender relating to such Property;

(3) The performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any papers executed by Mortgagor relating to the loan secured hereby;

said Note and all modifications, extensions or renewals hereof or thereof;

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[1985, 31 APR 1987]

THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, HAS RESOLVED AS FOLLOWS:

(1) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

IN WITNESS WHEREOF, THE BOARD OF SUPERVISORS HAS CAUSED THIS RESOLUTION TO BE SIGNED AND SEALED AS FOLLOWS:

ATTEST: My commission expires \_\_\_\_\_

(2) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(3) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(4) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(5) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(6) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(7) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

(8) TO APPROVE THE BUDGET FOR THE FISCAL YEAR 1987.

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NOTARY

against any loan proceeds. Mortgagor also agrees, notwithstanding: (a) to commence work promptly and to complete any proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such Property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Mortgagor by certified mail, as herein provided.

Repair and Maintenance of Property. To keep the Property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, without restricting the generality of the foregoing, damage from termites and earth movement, fire or other casualty, to pay when due all claims for labor performed and materials furnished in connection with such Property and not to permit any mechanic's lien against such Property, to comply with all laws affecting such Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any act upon such Property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune and to do all other acts that from the character or use of such Property may be reasonably necessary to keep such Property in the same condition (reasonable wear and tear excepted) as of the date of this Mortgage.

Fire and Casualty Insurance. To provide and maintain in force, at all times, fire and extended coverage insurance with respect to such Property in an amount equivalent to the full replacement cost of the improvements but not less than the face amount of this Mortgage. Each policy of such insurance, as may be reasonably satisfactory to Lender, with loss payable in favor of Lender, and shall be delivered to, and remain in the possession of Lender. Mortgagor shall furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium

(3)

Repair and Maintenance of Property. To keep the Property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, without restricting the generality of the foregoing, damage from termites and earth movement, fire or other casualty, to pay when due all claims for labor performed and materials furnished in connection with such Property and not to permit any mechanic's lien against such Property, to comply with all laws affecting such Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any act upon such Property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune and to do all other acts that from the character or use of such Property may be reasonably necessary to keep such Property in the same condition (reasonable wear and tear excepted) as of the date of this Mortgage.

(2)

against any loan proceeds. Mortgagor also agrees, notwithstanding: (a) to commence work promptly and to complete any proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such Property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Mortgagor by certified mail, as herein provided.

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(a) This document is a copy of a document filed with the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The original document is on file with the Cook County Clerk's Office and can be viewed at the Cook County Clerk's Office, 100 North Dearborn Street, Chicago, Illinois 60602. For more information, please contact the Cook County Clerk's Office at (773) 309-3000.

(b) This document is a copy of a document filed with the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The original document is on file with the Cook County Clerk's Office and can be viewed at the Cook County Clerk's Office, 100 North Dearborn Street, Chicago, Illinois 60602. For more information, please contact the Cook County Clerk's Office at (773) 309-3000.

(c) This document is a copy of a document filed with the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The original document is on file with the Cook County Clerk's Office and can be viewed at the Cook County Clerk's Office, 100 North Dearborn Street, Chicago, Illinois 60602. For more information, please contact the Cook County Clerk's Office at (773) 309-3000.

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Taxes and Other Sums Due. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) when due, all special assessments for public improvements; and (c) on demand of Lender

(5)

Rent Insurance and Additional Insurance. Mortgagor shall also maintain, at its sole cost and expense, rent insurance from loss of income from the improvements by reason of any hazard covered by the insurance covered by Paragraph 3 above in an amount sufficient to avoid any co-insurance penalties and in any case, for one year's gross rental from said improvements, comprehensive liability including property damage insurance in the face amount of at least One Million Dollars (\$1,000,000.00), which insurance shall name Lender as an additional insured. Evidence that such insurance is in full force and effect shall be provided to Lender and all such policies shall provide that Lender is to receive at least thirty (30) days written notice of any cancellation. Mortgagor shall also provide Lender with evidence that workmen's compensation insurance is maintained for all persons employed in the operation of the property.

(4)

therefor, and, in the event that any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Mortgagor by executing this Mortgage specifically authorizes Lender in Lender's sole discretion to obtain such insurance from time to time at Mortgagor's cost. Lender may, from time to time, require insurance appraisals or other evidence that the insurance is equivalent to the full replacement cost of the improvements and may require increased insurance to provide full replacement cost coverage or to cover any increased loan amount due to negative amortization. Lender shall not be chargeable with obtaining or maintaining such insurance or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy therefore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Mortgagor hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder pursuant to the foreclosure of this Mortgage.

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In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this mortgage, the holder of the Note shall have the right to declare the entire principal sum and the interest due on a date to be specified by not less than thirty (30) days written notice to be given to Mortgagee by Lender; provided, however, that such election shall be ineffective if Mortgagee is permitted by law to pay the whole of such tax in addition to all other payments required hereunder

but in no event later than the date such amounts become due (i) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to or superior hereto, (ii) all costs, fees and expenses of making such demand or removing such liens whether or not described herein, (iii) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Mortgagee or any successor in interest to Mortgagee, (iv) if the Property includes a leasehold estate, all payments and obligations required of the Mortgagee or its successor in interest under the terms of the instrument or instruments creating such leasehold, and (v) all payments and monetary obligations required of the owner of the Property under any declaration of covenants or conditions or restrictions pertaining to the Property or any modification thereof. Should Mortgagee fail to make any such payment, Lender without contesting the validity of amount may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto and to add such amounts to the amounts due under this Mortgage and said Note. Mortgagee agrees to notify Lender immediately upon receipt by Mortgagee of notice of any increase in the assessed value of such Property. Mortgagee agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of the Property, the amount or basis of the Property, or the availability of any exemption to which Mortgagee is or may be entitled.



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and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

if Lender shall so request, to pay to Lender in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to the Property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Mortgagee to pay such obligations as the same become due or delinquent, Mortgagee shall pay to Lender, upon Lender's demand, such additional sums as are necessary to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7)

Assignment of Awards and Damages to Lender. All sums due, paid, or payable to Mortgagee or any successor in interest to Mortgagee of such Property whether by way of judgment, settlement or otherwise; (a) for injury or damage to such Property; (b) in connection with the transaction financed by the loan secured hereby; or (c) in connection with any condemnation for public use of or injury to such Property, or any part thereof, is hereby assigned and shall be paid to Lender. Lender shall be

impounds. In the event of a default hereunder, and if Lender shall so request, to pay to Lender in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to the Property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Mortgagee to pay such obligations as the same become due or delinquent, Mortgagee shall pay to Lender, upon Lender's demand, such additional sums as are necessary to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(6)

# UNOFFICIAL COPY

11/15/2010 10:10:10 AM

THE COURT OF COMMONS OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF SAID COURT, ON THE 15TH DAY OF NOVEMBER, 2010, AT CHICAGO, ILLINOIS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND THE SEAL OF SAID COURT, AT CHICAGO, ILLINOIS, ON THE 15TH DAY OF NOVEMBER, 2010.

CLERK OF COURT

Property of Cook County Clerk's Office

11/15/2010

NOTED: ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

(ii) In the event of any insured damage to or destruction of the Property or any part thereof (herein called an "insured casualty") and if, in the reasonable judgment of the Lender, the Property can be restored to an architectural and economic unit of the same character and value as the same was prior to the insured casualty, and adequately insuring the outstanding balance of the indebtedness hereby secured and the insurers do not deny liability to the insured, then, if no events of default

(i) In the case of loss covered by policies of insurance, the Lender (or, after entry of decree of foreclosure, the purchaser at foreclosure sale or creditor, as the case may be) is hereby authorized at its option either: (a) to settle and adjust any claim under such policies without the consent of the Mortgagee; or (b) allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagee may itself adjust losses aggregating not in excess of Fifty Thousand Dollars (\$50,000.00), and further that in any case the Lender shall, and is hereby authorized to, collect and receipt for any insurance proceeds; and the expenses incurred by the Lender in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Lender upon demand;

(a) Proceeds of Insurance. The Mortgagee will give the Lender prompt notice of any damage to or destruction of the Property, and:

(8) ~~Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.~~

entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding or to make any compromise or settlement, in connection with any such taking or damage. Mortgagee agrees to execute such further assignments of any compensation, award, damage, rights of action and proceeds as Lender may require.

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Clerk's Office





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- (vi) Any portion of the insurance proceeds remaining after payment in full of the indebtedness hereby secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.
  - (v) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring of the Property, Mortgagor hereby covenants to restore the same to be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Lender; and
  - (iv) Except as provided for in Subsection (a) (ii) of this Paragraph 8, Lender shall apply the proceeds of insurance (including amounts not required for the restoring effected in accordance with Subsection (a) (ii) above) consequent upon any insured casualty upon the indebtedness hereby secured, in such order or manner as the Lender may elect;
  - (iii) If in the reasonable judgment of the Lender the Property cannot be restored to an architectural and economic unit as provided for in Subsection (a)(ii) above, then at any time from and after the insured casualty, upon sixty (60) days' written notice to Mortgagor, Lender may declare the entire balance of the indebtedness hereby secured to be due and payable at the expiration of such sixty (60) day period;
- as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein generally called "restoring") the Property or any part thereof subject to an insured casualty, as provided for in Section 8(c) hereof;

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- (b) Condemnation. The Mortgagor will give Lender prompt notice of any proceeding instituted or threatened, seeking condemnation or taking by eminent domain or any like process (hereby generally called a "taking") of all or any part of the Property including damages to grade, and;
- (1) Mortgagor hereby assigns, transfers and sets over unto Lender the entire proceeds of any award received from any taking;
- (11) If in the reasonable judgment of the Lender the Property can be restored to an architectural and economic unit of the same character and not less valuable than the Property prior to such taking and adequately securing the outstanding balance of the indebtedness hereby secured, then in event of default, as hereinafter defined, shall have occurred and be then continuing, the award shall be applied to reimburse the Mortgagor for the cost of restoring the portion of the Property remaining after such taking, as provided for in Section 8(c) hereof;
- (111) If in the reasonable judgment of the Lender the Property cannot be restored to an architectural and economic unit as provided for in Subsection (b) (11) above, then at any time from and after the taking, up sixty (60) days' written notice to Mortgagor, Lender may declare the entire balance of the indebtedness hereby secured to be, due and payable at the expiration of such sixty (60) day period;
- (1v) Except as provided for in Subsection (b) (11) of this Paragraph 8, Lender shall apply any award (including the amount not required for restoration effected in accordance with Subsection (b) (11) above) upon the indebtedness hereby secured in such order or manner as Lender may elect;

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(v) In the event that any award shall be made available to the Mortgagor for restoring the portion of the Property remaining after a taking, Mortgagor hereby covenants to restore the remaining portion of the Property to be of at least equal value and of substantially the same character as prior to such taking; all to be effected in accordance with plans and specifications to be first submitted to and approved by Lender; and

(vi) Any portion of any award remaining after payment in full of the indebtedness hereby secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

(c) Disbursement of Insurance Proceeds and Congestion Award. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds or any award held by the Lender, such proceeds shall be disbursed from time to time upon the Lender being furnished with satisfactory evidence of the estimated cost of completion of the restoration (with funds or assurances satisfactory to the Lender that such funds are available sufficient in addition to the proceeds of insurance or award, to complete the proposed restoration) and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidence of costs and of payment as the Lender may reasonably require and approve; and the Lender may, in any event, require that all plans and specifications for such restoration be submitted to and approved by Lender prior to commencement of work. No payment made prior to the final completion of the restoration shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance or the award shall be disbursed prior to disbursement of such proceeds; and all times the undistributed balance of such proceeds remaining in the hands of Lender, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Lender by or on behalf of the Mortgagor for the purpose of restoring the Property,

Clark's Office

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1997-01-01

The above article is hereby published for the  
information of the public and to certify that  
the same is a true and correct copy of the  
original as the same appears on file in the  
office of the Clerk of the Board of Supervisors  
of Cook County, Illinois, at Chicago, Illinois,  
this 1st day of January, 1997.

Property of Cook County Clerk's Office

1997-01-01

Witness my hand and seal of office this 1st day of January, 1997.

\_\_\_\_\_  
Clerk of the Board of Supervisors

and attested at Chicago, Illinois, this 1st day of January, 1997.

\_\_\_\_\_  
Deputy Clerk

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(1) Withdrawal from the disbursement account shall be made only by the Lender, or its

in connection therewith:  
other depository satisfactory to Lender, and  
and loan association including the Lender, or  
its designated agent, at such bank or savings  
account") under the control of the Lender, or  
upon demand (herein called the "disbursement  
requirement that funds on deposit be available  
consideration to the amount of deposit and the  
highest rate of interest available, giving the  
in an interest bearing account bearing the  
specified in this Paragraph 8, shall be placed  
Lender for the purpose of restoration as  
be, or funds of Mortgagor held in the hands of  
any award or other recovery, as the case may  
be continuing, any proceeds of insurance or  
as no event of default shall have occurred and  
Condemnation Award or Other Recovery. So long  
Interest on Proceeds of Insurance.

(e)

act done pursuant to such notice of default.  
notice of default hereunder or invalidate any  
release shall cure or waive any default or  
released to Mortgagor. No application, use or  
applied by Lender as aforesaid and partially  
be released to Mortgagor, or may be partially  
reducing the indebtedness secured hereby, may  
such order as Lender may determine or, without  
upon the indebtedness secured hereby and in  
option of the Lender, be applied by Lender  
the loan secured hereby may, at the sole  
in connection with the transaction financed by  
respecting the property for injury or damage  
Secured Hereby. The amount received by Lender  
with the Transaction Financed by the Loans  
Awards for Injury or Damages in Connection

(d)

such funds.  
in the cost of reconstruction and paid from  
such title insurance company shall be included  
of all lien waivers. The escrow costs of any  
by Lender which shall pass on the sufficiency  
escrow of a title insurance company selected  
Paragraph 8(c) shall be disbursed through an  
require that all funds disbursed under this  
of all liens or claims for lien. Lender may  
completion of the restoration, free and clear  
judgment of the Lender to pay for the cost of  
shall be at least sufficient in the reasonable

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Mortgagee shall defend this mortgage in litigation. Mortgagee shall defend this mortgage in any action or proceeding purporting to affect the property whether or not it affects the security hereof and file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the property; and Lender is hereby authorized, without obligation so to do, to commence, appear in, or defend any such action, whether brought by or against Mortgagee or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and retain counsel therein, and take such action therein, as either may be

(9)

determine. Lender may in its sole discretion secured in such order and manner as the same upon the indebtedness hereby in the disbursement account and apply its discretion to withdraw all or any funds any event of default the Lender may in provided, that upon the occurrence of upon completion of the restoring; Paragraph 8, shall be paid to Mortgagee accordance with the provisions of this to pay for the cost of restoring in Mortgagee and to the extent not required disbursement account shall accrue to default, interest earned upon the prior to the occurrence of any event of

(iv)

and elect; and order and manner as the Lender may the indebtedness hereby secured in such such funds may be applied by Lender upon the occurrence of any event of default, indebtedness hereby secured, and, upon collateral and security for the be and hereby are pledged as additional Funds in the disbursement account shall

(iii)

Paragraph 8; restoring as provided for in this or reimbursing Mortgagee for the cost of applied solely for the purpose of paying account from time to time shall be 8(e) (iii), funds in the disbursement Subject to the provisions of Subsection

(ii)

designated servicing or escrow agent as the case may be;

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The third step is to...  
The fourth step is to...  
The fifth step is to...  
The sixth step is to...  
The seventh step is to...  
The eighth step is to...  
The ninth step is to...  
The tenth step is to...

Property of Cook County Clerk's Office

Therefore...  
The first...  
The second...  
The third...  
The fourth...  
The fifth...  
The sixth...  
The seventh...  
The eighth...  
The ninth...  
The tenth...

(101)

Second...  
The first...  
The second...  
The third...  
The fourth...  
The fifth...  
The sixth...  
The seventh...  
The eighth...  
The ninth...  
The tenth...

(102)

Therefore...  
The first...  
The second...  
The third...  
The fourth...  
The fifth...  
The sixth...  
The seventh...  
The eighth...  
The ninth...  
The tenth...

(103)

The first...  
The second...  
The third...  
The fourth...  
The fifth...  
The sixth...  
The seventh...  
The eighth...  
The ninth...  
The tenth...

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advised, and may settle, compromise or pay the same or any other claims and, in that regard and for any of such purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Mortgagor so appears or defends, all costs and expenses of Lender, including without limitation costs of evidence of title, reasonable attorneys' fees, transcript costs and expenses of preparing for or appearing in any such action or proceeding, in which Lender may appear as in this paragraph provided irrespective of whether the interest of Lender in the Property is directly questioned by such action, including but not limited to any action for the condemnation or partition of the Property and any suit brought by Lender to foreclose this Mortgage, shall be additional indebtedness secured hereby due and payable on Lender's demand.

(10)

Lender's Right to Make Advances, Etc. Should Mortgagor fail to make any payment, or to do any act as provided in this Mortgage, or fail to perform any obligation secured by this Mortgage, after notice and applicable grace period provided in Paragraph 17 hereof, or do any act Mortgagor agreed not to do, Mortgagor shall be in default under this Mortgage. Lender may, but without obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, and without contesting the validity or amount of the same: (a) make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon the property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge, or lien, which in Lender's judgment is or appears to be prior or superior hereto; and (c) in exercising any such power, pay necessary expenses.

(11)

Sums advanced to bear interest and to be added to indebtedness. Mortgagor agrees to pay immediately upon demand any sums advanced or paid by Lender under any clause or provision of this Mortgage or any other loan document executed in connection with the indebtedness evidenced by the Note and secured hereby. Any such sum, until so repaid, shall be added to the indebtedness secured hereby and bear interest from the date it was advanced or paid at the same interest rate as the Note compounded monthly and shall be secured by this Mortgage. Mortgagor further agrees that Lender shall be subrogated to the lien of any mortgage or other

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August 19, 1963

Dear Mr. [Name]:

I have your letter of August 14, 1963, regarding the [Subject]. The [Subject] is currently being reviewed by the [Department]. I will contact you again once a final decision has been reached.

Very truly yours,  
[Signature]

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I am sorry that I cannot provide you with a more definitive answer at this time. The [Subject] is a complex matter that requires further investigation. I will be sure to keep you informed of any developments.



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Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Lender or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient, and Lender may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the order of foreclosure is entered or sale is made hereunder.

(16)

Modification in Writing. This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Mortgagee, or any successor in interest to Mortgagee, and Lender.

(15)

No Waivers by Lender. No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagee, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

(14)

corporation is sold, transferred or assigned during a twelve (12) month period; (e) Mortgagee is a trust and there is a change of beneficial interest with respect to more than twenty-five percent (25%) of such beneficial interest or said beneficial interest is assigned to another party; or (f) Mortgagee has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Mortgagee in order to induce Lender to enter into the transaction evidenced by the Note or notes or agreements which this Mortgage secures. The Note provides certain conditions under which Lender may not exercise the acceleration right provided in this Paragraph 13.





and on any event of default of Mortgagor. Lender may, at its option, offset against any indebtedness owing by it to Mortgagor, the whole or any part of the indebtedness secured hereby. Lender is hereby authorized and empowered at its option, without any obligation to do so, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby and of the Mortgagor to the Lender, any and all sums or money which the Lender may have in its possession or under its control, including without limiting the generality of the foregoing, the indebtedness evidenced by an escrow or trust funds. In order to assure the definiteness and certainty of the rights and obligations herein provided, Mortgagor waives any and all rights of offset of claims, and no offset shall relieve Mortgagor from paying installments on the obligations secured hereby as they become due.

Events of Default. In the event that Mortgagor shall fail to pay the monthly installments due under the Note within ten (10) days of the due date, or in the event that Mortgagor shall fail to pay any monetary amounts demanded by Lender, pursuant to the provisions of this Mortgage or other loan documents within thirty (30) days of such demand, or in the event that Mortgagor shall fail to perform any obligations or conditions required of it, pursuant to this Mortgage, after thirty (30) days prior notice of such failure, Lender may treat any such failure as an event of default entitling Lender to declare all indebtedness due under this Mortgage and the Note secured hereby immediately due and payable without further notice or demand. Provided that if a non-monetary default cannot with reasonable diligence be cured within said thirty (30) day period and Mortgagor has commenced the cure and is proceeding diligently, the time before the right of acceleration accrues shall be extended to the time that with reasonable diligence such cure can be effected.

(17)

Foreclosure of Mortgage. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender 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 order of foreclosure or sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, and other expenses.

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Appointment of Mortgagee in Possession or Receiver. 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 Lender as mortgagee in possession or may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Property or whether the same shall be then occupied as a

(19)

rights may appear. Mortgage, its successors or assigns, as their secured by this Mortgage; third, any surplus to which under the terms hereof constitute indebtedness mentioned in this paragraph; second, all other items and expenses incident to the foreclosure proceedings, including all such items as are and expenses incident to the foreclosure order of priority: first on account of all costs shall be distributed and applied in the following proceeds of any foreclosure sale of the Property of any past due indebtedness secured hereby. The actually commenced, (b) any efforts for collection property or the security hereof, whether or not threatened suit or proceeding which might affect the commenced; (c) preparations for the defense of any right to foreclose whether or not actually suit for foreclosure hereof after accrual of such secured. (b) preparation for the commencement of any reason of this Mortgage or any indebtedness hereby either as plaintiff, claimant or defendant, by any proceeding to which Lender shall be a party, include expenditures made in connection with: (a) hereby. Such expenditures and expenses shall thereon at the rate specified in the Note secured shall be immediately due and payable with interest much additional indebtedness secured hereby and nature mentioned in this paragraph shall become so property. All expenditures and expenses of the condition of the title to or the value of such which may be had pursuant to such decree the true such suit or to evidence to bidders at any sale may deem reasonably necessary either to prosecute entry of the order of foreclosure or sale as Lender may be estimated as to items to be expended after for title insurance. Such fees, charges and costs of procuring all abstracts of title or commitments stenographer's charges, publication cost and costs fees, outlays for documentary and expert evidence,

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homestead or not. Such receiver or mortgagee in possession shall have power to collect the rents, issues and profits of the property during the pendency of such foreclosure suit, as well as during any further times when mortgageor, its successors or assigns, 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 property during the whole of said period. The court from time to time may authorize the receiver or mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to an order foreclosing this mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this mortgage, may be sold in one parcel.

Waiver of Statute of Limitations. Time is of the essence in all mortgageor's obligations hereunder; and to the extent permitted by law, mortgageor waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this mortgage or any rights or remedies hereunder including the right to assert any claim barred by a statute of limitations as an offset or counterclaim in an action to enforce this mortgage or the indebtedness secured hereby.

(21)

Inspection and Business Records. Lender at any time during the term of this mortgage or any extension or renewal thereof may enter and inspect the property at any reasonable time. Mortgageor agrees that it will keep and maintain at all times at the business address provided in the Note or at such other address as lender may approve, complete and accurate books of account and records and will provide annual operating statements for the property within one hundred twenty (120) days of the end of each calendar year. Annual operating statements will include current rent rolls and the status of security deposits for each tenancy and will be in form and content prepared according to usual and acceptable accounting principles and practices.

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(23) Injury to Property. All causes of action of Mortgage, whether accrued before or after the date of this Mortgage, for damage or injury to the property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned hereunder by Lender, or in connection with or affecting the property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and, subject to Paragraph 8 hereof, the proceeds thereof shall be paid to Lender, which, after deducting therefrom all its expenses, including reasonable attorneys' fees, Lender may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Mortgagee agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions as Lender shall request.

(22) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States of American and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provisions of this Mortgage or the Note or any other notes or obligations secured by this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the Note or other notes or obligations secured by this Mortgage.

Mortgagee further agrees when requested by Lender to promptly deliver in writing at Mortgagee's cost and expense such further additional information as required by Lender relating to any financial statements of the Property or to provide financial statements and information concerning the beneficiary of Mortgagee.

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The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with

(28) Adjustable Mortgage Loan Provisions and Due Date.

of this Mortgage and shall not be used in construing it. used herein are for convenience only. are not a part vice versa; and (e) captions and paragraph headings others, the singular number includes the plural, and feminine, and neuter genders each include the

wherever the context so requires, the masculine, hereby, whether or not named as Lender herein; (d) and holder (including a pledgee) of any note secured assigns; (c) the term "Lender" shall mean the owner respective personal representatives, successors and beneficial interest in Trust No. 24603 and their the context permits or requires the owners of the AND TRUST COMPANY OF CHICAGO as Trustee and where term Mortgage shall mean the AMERICAN NATIONAL BANK hereto and their successors and assigns; (b) the inures to the benefit of, and binds, all parties

(27) General Provision. (a) This Mortgage applies to,

service provided in the Note shall be sufficient. if no other address is given, the address for pertaining to the loan at the time notice is given. the Mortgage as it appears in Lender's records prepaid, addressed to Mortgage at the address of requested in the United States mail, postage deposited certified or registered return receipt secured hereby shall be deemed given when it is provided for in this Mortgage or Note or notes Notice to Mortgage. Any notice to the Mortgage

(26)

Property. right of homestead exemption in or relating to such Waiver of Homestead. Mortgagee hereby waives all

(25)

hereby immediately due and payable. permit Lender to declare all indebtedness secured such misrepresentations or non-disclosure shall the maturity date specified in the Note or notes, supporting loan documentation then, irrespective of connection with the loan application and the or failure to disclose any material information in that there has been any material misrepresentation notes which this Mortgage secures. In the event Lender to make the loan evidenced by the Note or representations and disclosures in order to induce its beneficiaries have made certain written

(24) Misrepresentation or Non-Disclosure. Mortgagee or

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Waiver of Right of Redemption. Mortgagor has been directed by its beneficiary to and hereby does waive

(30)

secured by this Mortgage and payable on demand. events shall be additional indebtedness of Mortgagor with such bankruptcy or any of the other aforesaid and other expenses incurred by Lender in connection Paragraph 18 of this Mortgage. Any attorneys' fees and Lender may invoke any remedies permitted by immediately due and payable without prior notice, this Mortgage and the Note secured hereby to be Lender's option, declare all indebtedness due under discharged within ten (10) days, then Lender may, at of their respective assets and such seizure is not execution or other judicial seizure of any portion, shall make an assignment for the benefit of their similar state court, or if a Mortgage or owner jurisdiction of a Federal bankruptcy court or if the property shall become subject to the appointed for either of them or their property, or bankrupt, or if a trustee or receiver shall be if said Mortgagor or owner shall be adjudged a within a reasonable prompt time after such filing or liquidation under a bankruptcy or insolvency act brought for the reorganization, dissolution or obtain a vacation or stay of involuntary proceedings debts, or if said Mortgagor or owner shall fail to proceeding admitting insolvency or inability to pay insolvency act, or file an answer in an involuntary reorganizations, or under any state bankruptcy or bankruptcy, insolvency, arrangements or any similar or successor Federal statute relating to such Act may from time to time be amended, or under (1) a petition under the Federal Bankruptcy Act, as beneficial interest of Mortgagor shall voluntarily anything contained in this Mortgage or the Note to the contrary, if Mortgagor or the owner of the acceleration in case of insolvency. Notwithstanding

a monthly increase or decrease in an index all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed two hundred percent (200%) of the original principal indebtedness. If not sooner paid, all indebtedness due under the Note, the Mortgage and all loan documents securing said Note shall be due and payable on April 15, 2004.

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This Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereby and of said

Instrument. against such sums and the obligations of this setoff, counterclaim or other defense which exists the sums secured by this Mortgage and any right of a written statement duly acknowledged, setting forth of a written request from Lender furnish Lender with Status Certificate. Mortgage shall within ten days

(32)

and payable. indebtedness evidenced by the Note immediately due Mortgage entering Lender to declare the entire shall constitute an event of default under this not been approved in writing by Lender as aforesaid, event the property is managed by an entity that has complied with. Any failure to so comply, or in the operation and management of the property shall be employment and payment of persons engaged in the law, regulations and ordinances regarding the payments due under the Note and this Mortgage. All manage the property shall be subordinate to all Any and all payments due under any agreement to shall execute such agreement with Lender as Lender shall require with respect to said management agreement and Lender's rights with respect thereto. and approved in writing by Lender; and the Manager which shall be satisfactory in form and substance to and manage the property under a management agreement acceptable to Lender. Such Manager shall operate managed at all times by an entity ("Manager"). Management of Property. The Property shall be

(31)

the full extent permitted by law. any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, to

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RECORDED - 1998

The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Property of Cook County Clerk's Office

1998

Witness my hand and seal of office this 1st day of January 1998.

Notary Public for Cook County, Illinois

The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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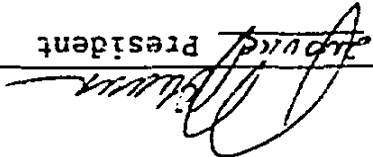
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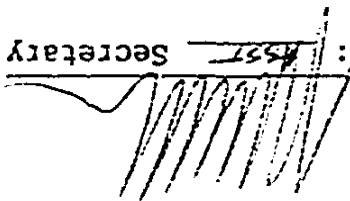
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Note, and any other instrument given to secure the Note. This waiver, however, shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee as  
aforesaid, and not personally or  
individually

BY:  Its: Howard President

ATTEST:  Its: Secretary Secretary

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of all contents...  
PLEASE...  
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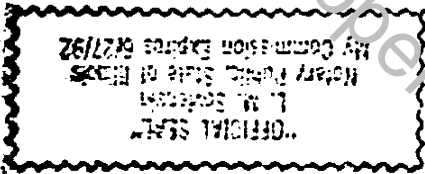


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Property of Cook County  
Notary Public  
*L. M. Soyenski*

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 12<sup>th</sup> day of April, 1989.

uses and purposes therein set forth and the said Assistant Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

I, a Notary Public, in and for and residing in Laurel County, in the State aforesaid, DO HEREBY CERTIFY that Peter J. Johnson and Second Vice President/and Secretary, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Second Vice President and Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the

L. M. SOYENSKI

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

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EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSES OF THE USE OF ALL WALKWAYS, PARKING AREAS, RECREATION AREAS, OPEN SPACE AREAS AND UTILITY CONDUITS AND DRAINAGE RIGHTS IN EXISTENCE AS OF JUNE 30, 1981 OVER AND IN CERTAIN SPECIFIED

PARCEL 3:

419.07 FEET TO THE PLACE OF BEGINNING: CHAINS AND THENCE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 104 FEET TO SAID WEST LINE OF SAID EAST 31.71 WESTWARDLY, PARALLEL TO SAID CENTER LINE OF BALLARD ROAD, A DISTANCE OF 419.07 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE OF SAID EAST 31.71 CHAINS ALONG SAID CENTER LINE OF ROAD, A DISTANCE OF 104 FEET; THENCE LINE OF SAID EAST 31.71 CHAINS AND RUNNING THENCE EASTWARDLY INTERSECTION OF SAID CENTER LINE OF BALLARD ROAD WITH THE WEST OF SECTION 15 AFORESAID, DESCRIBED AS BEGINNING AT THE POINT OF OF BALLARD ROAD, OF THE EAST 31.71 CHAINS OF THE SOUTH EAST 1/4 (EXCEPTING THEREFROM THAT PART THEREOF NORTH OF THE CENTER LINE SECTION, 5 CHAINS AND 17 LINKS TO THE PLACE OF BEGINNING SECTION: THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER 19 CHAINS AND 35 LINKS TO THE NORTH LINE OF SAID QUARTER CENTER LINE OF SAID ROAD, 5 CHAINS AND 17 LINKS; THENCE NORTH LINKS TO THE CENTER OF BALLARD ROAD; THENCE WEST ALONG THE CORNER OF SAID QUARTER SECTION; THENCE SOUTH 19 CHAINS AND 35 QUARTER SECTION, 26 CHAINS AND 54 LINKS WEST OF THE NORTH EAST AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED THAT PART OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 41

PARCEL 2:

AS DOCUMENT 2664878 LOT 1 IN FREDRICH WEINSHAUSEN'S DIVISION OF LANDS IN SECTION 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1898

PARCEL 1:

LEGAL DESCRIPTION FOR THE CARLISLE APARTMENTS COOK COUNTY, ILLINOIS

EXHIBIT A

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

EXHIBIT 12 OF 1000 TO 1988 CASES AND TO REMAIN CONTAINED  
BY THE COURT AND THE CLERK OF THE COURT. THE COURT HAS  
THE USE OF THE MATTER'S SUBJECT MATTER. RECOMMENDATION THAT THE  
SYSTEMS FOR THE REPEAL OF STATUTE 1 AND 2 AND THE REPEAL OF  
STATUTE 3:

STATUTE 12 OF 1000 TO 1988 CASES AND TO REMAIN CONTAINED  
BY THE COURT AND THE CLERK OF THE COURT. THE COURT HAS  
THE USE OF THE MATTER'S SUBJECT MATTER. RECOMMENDATION THAT THE  
SYSTEMS FOR THE REPEAL OF STATUTE 1 AND 2 AND THE REPEAL OF  
STATUTE 3:

EXHIBIT 13:

12 DOCUMENTS 1988918  
REPEALING STATUTE 12 OF 1000 TO 1988 CASES AND TO REMAIN CONTAINED  
BY THE COURT AND THE CLERK OF THE COURT. THE COURT HAS  
THE USE OF THE MATTER'S SUBJECT MATTER. RECOMMENDATION THAT THE  
SYSTEMS FOR THE REPEAL OF STATUTE 1 AND 2 AND THE REPEAL OF  
STATUTE 3:

EXHIBIT 14:

COOK COUNTY, ILLINOIS  
THE CLERK OF THE COURT  
RECOMMENDATION THAT THE

EXHIBIT 15

UNOFFICIAL COPY

2- 0 9 1 6 7 [ESTE-089-680200] (032089-680-3153)

89167881

Property of Cook County Clerk's Office

P.I.N. 09-15-400-008  
09-15-400-016  
09-15-400-017

ADJOINING PREMISES, AS DESCRIBED AND GRANTED IN THE CROSS  
EASEMENT DECLARATION EXECUTED BY CENTRAL NATIONAL BANK IN  
CHICAGO, AS TRUSTEE UNDER TRUST NUMBERS 24809 AND 24810 DATED  
JUNE 30, 1981 AND RECORDED AUGUST 19, 1981 AS DOCUMENT 25973422.

# UNOFFICIAL COPY

1000000-10-10000

1000000-10-10000

Property of Cook County Clerk's Office

65-12-100-010  
65-12-100-011

65-12-100-012

THIS IS A COPY OF THE RECORDS OF THE CLERK OF COOK COUNTY, ILLINOIS, AND IS NOT A COPY OF THE ORIGINAL RECORDS. THE ORIGINAL RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, AND ARE AVAILABLE FOR VIEWING AND COPYING BY THE PUBLIC. THIS COPY IS PROVIDED FOR YOUR INFORMATION ONLY.

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1 6 7 6 1 8

COMMENCING AT A POINT ON THE WEST LINE OF SAID PARCEL, 200.00 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE NORTH, ALONG SAID WEST LINE, 531.05 FEET TO A POINT 164.06 FEET SOUTH, AS MEASURED ALONG SAID WEST LINE, OF THE NORTH WEST CORNER OF SAID PARCEL; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID TRACT, 99.74 FEET; THENCE SOUTH 933.64 FEET TO A POINT ON A LINE 200.0 FEET NORTH OF THE CENTER LINE OF SAID ROAD, 96.78 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST, ALONG SAID

COMMENCING ON THE NORTH LINE OF SAID QUARTER SECTION, 26.54 CHAINS WEST OF THE NORTH EAST CORNER THEREOF; AND RUNNING SOUTH TO THE CENTER OF THE ROAD OR HIGHWAY, 19.37 CHAINS; THENCE EAST ALONG THE CENTER OF SAID HIGHWAY 9.02 CHAINS; THENCE NORTH 19.60 CHAINS; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 9.0 CHAINS TO THE POINT OF BEGINNING, BOUNDED BY A

THAT PART OF THE EAST 5 ACRES OF THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 2

COMMENCING ON THE NORTH LINE OF SAID SOUTH EAST 1/4 AT A POINT, ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 1751.64 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, 1284.41 FEET TO THE CENTER LINE OF BALLARD ROAD; THENCE EAST ALONG SAID CENTER LINE, 25.34 FEET TO A LINE PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 15, DRAWN THROUGH A POINT ON THE NORTH LINE OF SAID SOUTH EAST 1/4 WHICH IS 1325.84 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 15; THENCE NORTH, ALONG SAID PARALLEL LINE, 1294.93 FEET TO THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST, ALONG SAID LINE, 425.80 FEET TO THE PLACE OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL THE EAST 154.74 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, OF THE NORTH 280.0 FEET, AS MEASURED ALONG THE EAST AND WEST LINE THEREOF, AND EXCEPT THE SOUTH 380.0 FEET, AS MEASURED ALONG THE EAST LINE THEREOF), IN COOK COUNTY, ILLINOIS

DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 1:

EXHIBIT B  
LEGAL DESCRIPTION FOR  
GOLF MILL APARTMENTS  
COOK COUNTY, ILLINOIS

188291CR

# UNOFFICIAL COPY

THIS COPY OF THE BOOK IS BEING MADE FOR THE PURPOSE OF THE COURT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE COURT HAS REVIEWED THE BOOK AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL. THE COURT HAS ALSO REVIEWED THE BOOK AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL. THE COURT HAS ALSO REVIEWED THE BOOK AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

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EXHIBIT 3

COOK COUNTY JUDICIAL OFFICE  
CLERK OF THE COURT  
100 N. LAUREL ST.  
CHICAGO, ILL. 60602  
TEL. 312-443-2000  
FAX 312-443-2001  
WWW.COOKCOUNTYCLERK.COM

DESCRIBED AS FOLLOWS:

REVIDENT  
COMMENTS BY COURT: THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL. THE COURT HAS ALSO REVIEWED THE BOOK AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

EXHIBIT 4:

COOK COUNTY JUDICIAL OFFICE  
CLERK OF THE COURT  
FRONT DESCRIPTION FOR  
EXHIBIT 4



UNOFFICIAL COPY

1 8 8 7 9 3 1

[032889-680-3174]

*Handwritten signature and date: 2/25/81*

18879168

Property of Cook County Clerk's Office

COOK COUNTY RECORDER  
18879168

DEPT-91 \$29.50

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSE OF THE USE OF ALL WALKWAYS, PARKING AREAS, RECREATION AREAS, OPEN SPACE AREAS AND UTILITY CONDUITS AND DRAINAGE RIGHTS IN EXISTENCE AS OF JUNE 30, 1981 OVER AND IN CERTAIN SPECIFIED ADJOINING PREMISES, AS DESCRIBED AND GRANTED IN THE CROSS EASEMENT DECLARATION EXECUTED BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBERS 24809 AND 24810, DATED JUNE 20, 1981 AND RECORDED AUGUST 19, 1981 AS DOCUMENT 25973422.

PARCEL 3

PARALLEL LINE, 96.78 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 180.0 FEET THEREOF, AS MEASURED ALONG THE WEST LINE THEREOF

# UNOFFICIAL COPY

[035880-880-2714]

Property of Cook County Clerk's Office

RECORDED

STATE OF ILLINOIS  
COUNTY OF COOK  
CLERK OF THE COURT

EXHIBIT 2

WHEREAS THE COURT HAS ORDERED THAT THE  
EXHIBIT BE KEPT IN THE COURT'S OFFICE  
UNTIL FURTHER ORDER OF THE COURT