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E. "Impositions" shall mean all real estate and per-

D. "Fixtures" shall mean all materials, supplies, equipment, pipes, conduct, wiring, cables, apparatus and other items now or hereafter attached to, installed in or used in connection with, temporarily or permanently, the mortgaged premises.

C. "Event of Default" shall mean those occurrences described in paragraph 14.1 hereof.

B. "Default Rate" shall mean the prime rate plus three (3%) percent per annum and shall be charged on any amount payable hereon unless promptly paid and shall constitute additional indebtedness secured by this mortgage and shall be immediately due and payable.

A. "Beneficiary" shall mean WHEELING PROPERTY PARTNERSHIP, an Illinois limited partnership.

1.1 Definitions. Whenever used in this mortgage, the following terms shall have the following respective meanings unless the context shall clearly indicate otherwise:

DEFINED TERMS

And the mortgagor covenants, represents and warrants with the mortgage as follows:

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS in lawful money of the United States, to be paid with interest thereon according to a certain Note and Guaranty bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the "Note"), and pursuant to authority heretofore granted by its Beneficiary, the mortgagor hereby mortgages, conveys, transfers and grants a security interest in the mortgaged premises (as defined herein) to the mortgagee.

THIS MORTGAGE is made this 5th day of July, 1989, by Lasalle National Bank, not personally but as Trustee under Trust Agreement dated February 18, 1987 and known as Trust Number 112044 (hereinafter referred to as the "Mortgagor"), having its principal office at 135 South LaSalle Street, Chicago, Illinois 60690, in favor of First Midwest Bank/Deerfield, having its principal office at 725 Waukegan Road, Deerfield, Illinois 60015 (hereinafter referred to as the "Mortgagee").

MORTGAGE

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personal property taxes, water, gas, sewer, electricity and other utility rates and charges, license for any easement, license or agreement maintained in connection with the mortgaged premises and all other liens with respect thereto, of any kind and nature whatsoever, which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the mortgaged premises or the rents, issues and profits or the ownership, use, occupancy or enjoyment thereof.

F. "Loan Documents" shall mean those documents as so defined in that certain Loan and Security Agreement bearing even date herewith and relating hereto executed by and among Mortgagor, Mortgagee, Beneficiary, Joseph J. Freed and Associates, Inc., an Illinois corporation and Joseph J. Freed (the "Loan Agreement").

G. "Mortgaged Premises" shall mean all of the Mortgagor's present or future estates in the property, together with any buildings and improvements located thereon, rights of way, privileges, rights, easements and mineral rights appertaining thereto, all tenants, hereditaments and appurtenances thereto, the personality and all rents, issues and profits of such mortgaged premises.

H. "Personality" shall mean all of the right, title and interest of, in and to all fixtures, furniture, furnishings and all other personal property of any kind or character, temporary or permanent, now or hereafter located upon, within or about the mortgaged premises which are necessary for the operation of the mortgaged premises (excluding personal property owned by tenants in possession), together with any and all acccessions, replacements, substitutions and additions thereto or therefor and the proceeds thereof.

I. "Prime Rate" shall mean at any time that interest rate announced and/or published from time to time by Continental Illinois National Bank and Trust Company of Chicago in effect daily as its prime interest rate. In the event that the prime rate of Continental Illinois National Bank and Trust Company of Chicago is not available, the prime rate reported or published by the first national bank of Chicago shall be used.

J. "Prohibited Transfer" shall mean a transfer as defined in paragraph 9.1 hereof.

K. "Property" shall mean that real property located in Cook County, Illinois and legally described on Exhibit "A" which is attached hereto and made a part hereof.

2.1 Payment of Indebtedness. The Mortgagor will pay the indebtedness as provided in the Note and will otherwise duly comply with the terms thereof and the other Loan Documents.

3.1 Representations as to the Mortgaged Premises. Mort-

(i) Comprehensive general liability insurance against any and all claims (including all costs and expenses)

7. The Mortgagor shall maintain the following insurance coverage with respect to the Mortgaged Premises:

6.1 Insurance.

C. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, any time and from time to time, remove and dispose of any personalty, now or hereafter constituting part of the Mortgaged Premises, which becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the Mortgaged Premises or the business conducted thereon, if any, provided the Mortgagor promptly replaces such personalty with title thereto subject to the provisions hereof.

B. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, from time to time, make or cause to be made reasonable changes, alterations or additions, structural or otherwise, in or to the Mortgaged Premises, which do not adversely affect any portion of the Mortgaged Premises.

A. The Mortgagor shall maintain or cause to be maintained the Mortgaged Premises in good repair, working order and condition and make or cause to be made, when necessary, all repairs, renewals and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The Mortgagor shall refrain from and shall not permit the commission of waste in or about the Mortgaged Premises and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time located on the Mortgaged Premises without the prior written consent of the Mortgagee, except as hereinafter otherwise provided.

Alterations.

5.1 Maintenance of Mortgaged Premises; Changes and

4.1 Impositions. The Mortgagor shall, subject to the provisions of this Mortgage, pay all impositions when due, and upon default thereof the Mortgagee may, at its option, pay the same. Any sums paid by Mortgagee on account of impositions shall bear interest at the Default Rate and shall be immediately due and payable without notice.

gagor represents and warrants that: A. Mortgagor is the holder of the fee simple title to the Mortgaged Premises free and clear of all liens and encumbrances other than the permitted Title Exceptions (as defined in the Loan Agreement); B. Mortgagor has full legal power, right and authority to mortgage and convey the Mortgaged Premises; C. This Mortgage creates a valid first lien on the Mortgaged Premises.

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E. The Mortgagor shall deliver to the Mortgagee the originals of all insurance policies or certificates of coverage under blanket policies, including renewal or replacement poli-

D. All policies of insurance required by this Mortgage and the Loan Documents shall be in forms and with companies reasonably satisfactory to the Mortgagee, with standard mortgage clauses attached to or incorporated in all policies in favor of the Mortgagee, including a provision requiring that coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Such insurance may be provided for under a blanket policy or policies and may provide that any loss or damage to the mortgaged premises not exceeding TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS shall be adjusted by and paid to the Mortgagee and any such loss exceeding TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS shall be adjusted by the Mortgagee and the Mortgagee and paid to the Mortgagee and held by the Mortgagee in a non-interest bearing escrow account. All such insurance proceeds shall be applied in accordance with Paragraph 7.1 below, and any amounts not so applied shall be paid to the Mortgagee on account of the indebtedness secured hereby.

C. If the Mortgagor fails to keep the mortgaged premises insured in accordance with the requirements hereof or of the other Loan Documents, the Mortgagee shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid thereon by the Mortgagee shall bear interest at the Default Rate from the date of payment and shall be immediately due and payable without further notice.

B. Any insurance purchased by the Mortgagor relating to the mortgaged premises, whether or not required under this Mortgage, shall be for the benefit of the Mortgagee and the Mortgagor, as their interests may appear, and shall be subject to the provisions of this Mortgage.

(ii) Such other insurance as is customarily purchased in the area for similar types of business, in such amounts and against such insurable risks as from time to time may reasonably be required by the Mortgagee.

and  
of prudent owners of comparable properties in the area in which the mortgaged premises are located; the circumstances and usual practice at the time such other amounts which the Mortgagee shall from time to time reasonably require, having regard to streets or passageways in amounts not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS or or about the mortgaged premises and the adjoining death and for property damage occurring upon, in ses of defending the same) for bodily injury or

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B. Subject to paragraphs 7.1 D and 7.1 E hereof, all net insurance proceeds received by the Mortgagee pursuant to paragraph 6.1 shall be held in a non-interest bearing account and made available to the Mortgagee for the restoration required hereby in the event of damage or destruction on account of which such insurance proceeds are paid. If at any time the net insurance proceeds which are payable to the Mortgagee in accordance with the terms of this Mortgage shall be insufficient to pay the entire cost of the restoration, the Mortgagee shall pay the deficiency. In such an event, Mortgagee shall make all payments from its own funds to the contractor making such restoration until the amount of said deficiency has been satisfied; thereafter, Mortgagee shall make subsequent payments from the insurance proceeds to Mortgagee or to the contractor, whichever is appropriate. All payments hereunder shall be made only upon a certificate or certificates of a supervising architect or

A. In case of any damage to or destruction of the Mortgaged Premises or any part thereof from any cause whatsoever, other than a taking (as defined in paragraph 11), the Mortgagee shall promptly give written notice thereof to the Mortgagee, unless such damage or destruction involved less than FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS. In any event, but subject to the provisions of paragraphs 7.1 D and 7.1 E hereof, Mortgagee shall restore, repair, replace, or rebuild the same or cause the same to be restored, repaired, replaced or rebuilt to substantially the same value, condition and character as existed immediately prior to such damage or destruction or with such changes, alterations and additions as may be made at the Mortgagee's election pursuant to Paragraph 5.1. Such restoration, repair, replacement or rebuilding (herein collectively called "Restoration") shall be commenced promptly and completed with diligence by the Mortgagee, subject only to delays beyond the control of the Mortgagee.

7.1 Damage or Destruction.

F. In all insurance policies of the character required of this Paragraph 6.1, Mortgagee shall be named as Mortgagee in the standard mortgage clause or as an additional loss payee where appropriate and such insurance shall be for the benefit of the Mortgagee and the Mortgagee, as their interests may appear. G. Notwithstanding any damage, loss or casualty and in any event, the Mortgagee shall continue to pay the principal and interest on the Note.

cies, and in the case of insurance about to expire shall deliver certificates in the case of blanket policies not less than twenty (20) days prior to their respective dates of expiration. Mortgagee may require Mortgagee to deliver to it, not more often than once every three (3) years, a certification of the then replacement and insurable values of the Mortgaged Premises satisfactory to Mortgagee.

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8.1 Indemnification. Mortgagee agrees to indemnify and hold the mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of mortgagee, mortgagee's beneficiary, any partner of mortgagee's beneficiary or any officer, directors, agents, subagents or employees in connection with this mortgage or the other loan documents or as a result of: A. ownership of the mortgaged premises or any interest therein or receipt of any rent or other sum therefrom; B. any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the mortgaged premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; C. any use, non-use or condition of the mortgaged premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; D. any failure on the part of the mortgagee to perform or comply with any of the terms of this mortgage or any of the other loan documents; or E. the performance of any labor or services or

E. If an event of default shall occur and shall have continued beyond the expiration of the applicable cure period, if any, and lender shall not have accepted any subsequent cure, in its sole discretion, all insurance proceeds received by the mortgagee may be retained by the mortgagee and applied, at its option, in payment of the mortgage indebtedness and any excess repaid to or for the account of mortgagee.

D. Mortgagee, in case of damage or destruction to all or substantially all of the mortgaged premises, shall, at the option of mortgagee, either cause the restoration of the mortgaged premises as set forth above or prepay the remaining balance of the note together with accrued interest thereon. In the event of such prepayment, any insurance proceeds received and held by mortgagee pursuant to paragraph 6.1 hereof shall be applied by mortgagee to the portion of the remaining balance due hereunder. To exercise this prepayment option mortgagee shall give written notice to mortgagee of its intent to do so within thirty (30) days of its receipt of actual notice of any such damage or destruction.

C. Upon completion of the restoration, the excess net insurance proceeds, if any, shall be paid to the mortgagee to be applied against the indebtedness secured hereby.

engineer appointed by the mortgagee and reasonably satisfactory to the mortgagee that payments, to the extent approved by such supervising architect or engineer, are due to such contractor for the restoration, that the mortgaged premises are free of all liens of record for work, labor or materials, and that the work conforms to the legal requirements therefor.



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the furnishing of any materials or other property with respect to the mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the default rate. The obligations of the Mortgagee under this paragraph shall survive any termination or satisfaction of this mortgage.

9.1 Prohibited Transfer; Due on Sale. Except as otherwise specifically contemplated by ARTICLE IV of the Loan Agreement, Mortgagee shall not create, effect, contract for, agree to, consent to, suffer or permit any conveyance, sale, lease other than in the normal course of business, assignment, transfer, lien, pledge, mortgage, grant of security interest or other encumbrance or alienation of any interest in the following properties, rights or interests without the prior written consent of Mortgagee ("Prohibited Transfer"):

a. the mortgaged Premises or any part thereof or interest therein, excepting only sales or other dispositions of interest pursuant to paragraph 5.1 hereof;

B. all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagee is acting, if Mortgagee is a Trustee;

C. any shares of capital stock of a corporate Mortgagee, a corporation which is a beneficiary of a trustee Mortgagee, a partnership which is a partner in a partnership Mortgagee, a corporation which is a partner in a partnership of a trustee Mortgagee, a partnership which is a beneficiary of a partnership Mortgagee, a partnership which is a partner of a partnership Mortgagee, a partnership which is a partner of a partnership beneficiary of a trustee Mortgagee or a trustee Mortgagee which is the owner of any capital stock of any corporate Mortgagee or corporate beneficiary of a trustee Mortgagee; and

D. any other transfer which could be construed to be a prohibited transfer pursuant to the terms of ARTICLE I of the Loan Agreement;

in each case whether any such prohibited transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph 9.1 shall not apply (i) to the execution of this mortgage by Mortgagee, and (ii) to the lien of current taxes and assessments not in default.

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B. In the event of a Taking of all or substantially all of the Mortgaged Premises, or a Taking of less than all or substantially all of the Mortgaged Premises and the Mortgaged

therewith, are herein referred to as "Condemnation Proceeds". Taking, after allowance for expenses incurred in connection consent thereto of Mortgagee. Any award or other proceeds of a or compromise and without first having received the written written notice to Mortgagee of the proposed basis of adjustment without having first given at least thirty (30) days' prior or compromise any claim for award or other proceeds of a Taking Mortgagee in any such proceeding. Mortgagee shall not adjust pleadings, awards, determinations and other papers received by Mortgagee will promptly give to Mortgagee copies of all notices, Mortgagee may, at its option, appear in any such proceeding. Mortgagee shall give written notice thereof to Mortgagee and the Taking of the Mortgaged Premises or any part thereof by Mortgagee of notice of the institution of any proceeding for of condemnation or eminent domain. Promptly upon the receipt taking of all or part of the Mortgaged Premises under the power A. The term "Taking" as used herein shall mean a

11.1 Condemnation.

C. All property of every kind acquired by the Mortgagee after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagee, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security of this Mortgage. Nevertheless, Mortgagee will do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, loan documents, financing statements and assurances as Mortgagee shall reasonably require for accomplishing the purpose of this Mortgage.

B. In no event shall Mortgagee do or permit to be done or omit to do or permit the omission of any act or thing the doing or omission of which would impair the lien of this Mortgage. The Mortgagee shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement materially changing the uses which may be made of the Mortgaged Premises or any part thereof without the express written consent of the Mortgagee.

A. Subject to the permitted contests granted under Paragraph 23.1, the Mortgagee will keep and maintain the Mortgaged Premises free from all liens for moneys due and payable to persons supplying labor for and providing materials used in the construction, modification, repair or replacement of the Mortgage Premises.

10.1 Priority of Lien; After-Acquired Property.

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13.1 Books and Records; Financial Statements.

12.1 Right to Inspect. Mortgagee, its agents and representatives may at all reasonable times make such inspections of the mortgaged premises as Mortgagee may deem necessary or desirable.

11.1 Mortgagee shall maintain or cause to be maintained books of account and records relating to the mortgaged premises and the operation thereof, which books of account and records shall, at all reasonable times, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives of Mortgagee. Mortgagee shall enter in such books

D. If an event of Default shall occur and shall have continued beyond the expiration of the applicable period, in any, and Lender shall not have accepted any subsequent cure, in its sole discretion, any condemnation proceeds to which Mortgagee and/or Mortgagee's beneficiary are entitled shall be paid over to and/or retained by Mortgagee and, at its option, applied in payment of the indebtedness secured hereby.

C. Subject to subparagraph D below, in the event of a taking of less than all or substantially all of the mortgaged premises which leaves the mortgaged premises susceptible and suitable to restoration, the condemnation proceeds shall be applied as follows: (i) if the condemnation proceeds shall amount to TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS or less, such amount shall be paid to Mortgagee for application by Mortgagee to the repair or restoration to the extent practicable for any damage to the mortgaged premises resulting from the taking, and (ii) if the condemnation proceeds shall amount to more than TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, such amount shall be paid to Mortgagee and held by Mortgagee in a non-interest bearing escrow account and shall be applied to reimburse the Mortgagee for such repair or restoration in conformity with and subject to the conditions specified in Paragraph 7.1 hereof relating to damage or destruction. In either of the foregoing events, Mortgagee, whether or not the condemnation proceeds which are applicable thereto shall be sufficient for the purpose, shall promptly repair or restore the mortgaged premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the taking, with such changes and alterations as may be made at Mortgagee's election in conformity with Paragraph 5.1 hereof and as may be required by such taking. Any condemnation proceeds not, in Mortgagee's sole and unfettered discretion, required for the restoration of the mortgaged premises shall be paid to Mortgagee and applied to the indebtedness secured hereby.

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of account and records on a timely and consistent basis full, true and correct entries in accordance with generally accepted accounting principles, consistently applied, of all dealings and transactions relative to the mortgaged premises.

B. As soon as practicable after the end of each fiscal year of Mortgagor, and in any event not more than ninety (90) days after the end of each fiscal year, the Mortgagor shall submit and deliver to Mortgagor financial information on Mortgagor prepared by a certified public accounting firm reasonably satisfactory to Mortgagor and which financial information will be prepared in accordance with generally accepted accounting principles consistently applied and which shall be true and correct as of the date thereof. Financial information, as used herein, shall mean a balance sheet, statement of income and expenses, statement of changes in financial position, and tax returns, both consolidated and consolidating, plus a budget for the next year. For purposes of this paragraph 13.1 only, Mortgagor shall also mean the beneficiary of Mortgagor, the corporate partners of the beneficiary of Mortgagor and guarantor of any indebtedness of Mortgagor to Mortgagor.

14.1 Events of Default. If any one or more of the following events ("Events of Default") shall occur, to wit:

A. Failure to make prompt payment, when due, of any payment of principal or interest under the Note;

B. Subject to Paragraph 23.1 herein, if Mortgagor fails to make prompt payment, when due, of any Impositions;

C. Failure to promptly perform or observe any other covenant, promise or agreement contained in this Mortgage or in any of the Loan Documents;

D. Failure to make prompt payment, when due, of any payment of principal or interest under any other agreement or instrument now or hereafter delivered to Mortgagor by Mortgagor or Mortgagor's beneficiary directly or indirectly relating to the loan secured hereby;

E. The occurrence of a Prohibited Transfer; or

F. The occurrence of any event or circumstance which could be construed as an Event of Default under any one or more of the Loan Documents;

then, provided any such Event of Default shall have continued beyond the expiration of the applicable cure period, if any, and Lender shall not have accepted any subsequent cure, in its sole discretion, at the sole option of the Mortgagor, without notice to Mortgagor, the principal balance and accrued interest in the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest after acceleration at the Default Rate. After any such Event of Default, Mortgagor may institute, or cause to be instituted, proceedings for the realization of its

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(ii) Make application for the appointment of

(i) Advertise the Mortgaged Premises or any part thereof for sale and thereafter sell, assign, transfer and deliver the whole, or from time to time any part, of the Mortgaged Premises, or any interest in any part thereof, at any private sale or at public auction, with or without demand upon Mortgagor, for cash, on credit or in exchange for other property, for immediate or future delivery, and for such price and on such other terms as Mortgagor may, in its discretion, deem appropriate or as may be required by law. The exercise of this power of sale by Mortgagor shall be in accordance with the provisions of any statute or any applicable law now or hereafter in effect which authorizes the enforcement of a mortgage by power of sale; or

A. If an Event of Default shall occur and shall have continued beyond the expiration of the applicable cure period, if any, and Lender shall not have accepted any subsequent cure, in its sole discretion, Mortgagor may, at its election and to the extent permitted by law:

15.1 Rights, Powers and Remedies of Mortgagor.

Except as otherwise expressly provided herein, Mortgagor shall be given fifteen (15) days from its receipt of written notice from Mortgagor within which to cure any monetary defaults or defaults relative to payment and shall be given thirty (30) days from its receipt of written notice from Mortgagor within which to cure nonmonetary defaults or defaults not relating to payment. Relative to such defaults, however, Mortgagor shall not be required to give such notice and such a cure period more than twice during any twelve (12) month period. In the event that a nonmonetary default is not curable within the aforementioned thirty (30) day period, then in such event Mortgagor shall be given additional time to promptly cure such nonmonetary default provided that Mortgagor furnishes Mortgagor with reasonably satisfactory written evidence prior to the expiration of said initial cure period which explains the nature of such nonmonetary default and evidences that Mortgagor has commenced to cure such nonmonetary default within said initial cure period, further provided that Mortgagor proceeds promptly to prosecute the curing of such nonmonetary default in good faith and with due diligence and continuity and further provided that Mortgagor gives Mortgagor such additional security as requested by Mortgagor. Nothing herein contained shall be construed as extending the cure period under any other Loan Document, if any.

rights under this Mortgage or the other Loan Documents.

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D. In order to facilitate Mortgagee's exercise of the rights, powers and remedies granted herein, Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney to act in its name and stead for the purpose of effectuating any sale, assignment, transfer or delivery authorized above, whether pursuant to power of sale or otherwise, and to execute and deliver all such deeds, bills of sale, leases, assignments and other instruments as Mortgagee may deem necessary and appropriate. Notwithstanding the foregoing, if requested by Mortgagee or any purchaser from Mortgagee, Mortgagor shall rately and promptly by such sale, assignment, transfer or delivery by

C. Mortgagee may remain in possession of the Mortgaged Premises, in the event of a foreclosure, until the foreclosure sale and thereafter during the entire period of redemption (if any) if a deficiency exists. Mortgagee shall incur no liability for and Mortgagor shall not assert any claim, set-off or recoupment as a result of any action taken while Mortgagee is in possession of the Mortgaged Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists an event of default.

(ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby.

(i) To collect the rents and manage, lease, alter and repair the Mortgaged Premises, cancel or modify existing leases to the extent the lessor thereunder may do so, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

B. Mortgagee may, without order of Court or notice to or demand upon Mortgagor, take possession of the Mortgaged Premises. Should Court proceedings be instituted, Mortgagor hereby consents to the entry of an order by agreement to effect and carry out the provisions of this subparagraph. While in possession of the Mortgaged Premises, Mortgagee shall have the following powers:

such receivership be incident to a proposed sale of the Mortgaged Premises or otherwise, and Mortgagor hereby consents to the appointment of such receiver and agrees not to oppose any such appointment. Further, Mortgagor agrees that Mortgagee may be appointed the receiver, without bond or surety, of the Mortgaged Premises at Mortgagee's option.

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(v) Fifth, to the extent funds are available therefor out of the sale proceeds or the rents and, to the extent known by Mortgagee, to the payment of any indebtedness or obligations secured by a subordinate mortgage on or security interest in the Mortgaged Premises; and

(iv) Fourth, to the payment of the principal Balance of the Note;

(iii) Third, to the payment of all accrued but unpaid interest due on the Note;

(ii) Second, to the payment of all amounts, other than the principal balance and accrued but unpaid interest, which may be due to Mortgagee under the Loan Documents or any of them, together with interest thereon as provided therein;

(i) First, to the payment of the costs and expenses of taking possession of the Mortgaged Premises and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, (a) trustees' and receivers' fees, (b) court costs, (c) attorneys' and accountants' fees, (d) costs of advertisement and (e) the payment of any and all impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage (except those subject to which the Mortgaged Premises has been sold and without in any way implying Mortgagee's prior consent to the creation thereof);

f. The proceeds of any sale of the Mortgaged Premises or part thereof or any interest therein, whether pursuant to power of sale or otherwise hereunder, and all amounts received by Mortgagee by reason of any holding, operation or management of the Mortgaged Premises or any part thereof, together with any other moneys at the time held by Mortgagee, shall be applied in the following order to the extent that funds are so available:

g. The proceeds of any sale of the Mortgaged Premises and may apply upon the purchase price the indebtedness secured at any sale, whether pursuant to power of sale or otherwise, Mortgagee agrees that Mortgagee may be a purchaser of the instruments as may be designated in such request. Further, appropriate deeds, bills of sale, leases, assignments and other executing and delivering to Mortgagee or such purchaser all

hereby.

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18.1 Remedies are Cumulative. Each right, power and remedy of Mortgagee now or hereafter existing at law or in equity

C. Mortgagor hereby waives the benefit of any rights or benefits provided by the Homestead Exemption laws, if any, now or hereafter in force.

B. Mortgagor hereby waives the benefit of all appraisement, valuation, stay or extension laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein.

A. Mortgagor hereby waives all rights of redemption and/or equity of redemption which exist or may exist by statute or common law for sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, beneficiary or any other entity, except decree or judgment creditors of Mortgagor who may acquire any interest in or title to the mortgaged premises or the trust estate subsequent to the date hereof.

17.1 Waivers. To the extent permitted under applicable law,

to be paid by Mortgagor pursuant hereto. Mortgage as a complete or partial substitute for taxes required excepting only such which may be levied against the income of to pay any income, franchise or excise tax imposed upon Mortgagee, to Mortgagee. Nothing in this paragraph shall require Mortgagee payable within thirty (30) days after written demand by Mortgagee which event the indebtedness hereby secured shall be due and such payment or reimbursement by Mortgagee is unlawful; in determines, in Mortgagee's sole and exclusive judgment, that shall bear interest at the Default Rate, unless Mortgagee therefor on demand and any amounts paid thereon by Mortgagee by Mortgagee, shall pay such taxes or reimburse Mortgagee Mortgagee, then, and in any such event, Mortgagee, upon demand to affect this mortgage, the indebtedness hereby secured or mortgaged premises, or the manner of collection of taxes, so as any law relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the the taxes required to be paid by the Mortgagee, or changing in imposing upon Mortgagee the payment of the whole or any part of premises for the purpose of taxation any lien thereon, or has the effect of deducting from the value of the mortgaged that any law, statute, rule, regulation, order or court decree pay such tax in the manner required by such law. In the event of the note or the recording of this mortgage, Mortgagee shall any tax is imposed or becomes due in respect of the issuance jurisdiction over Mortgagee, Mortgagee or the mortgaged premises, States of America or of any state or municipality having 16.1 Change in Tax Laws. If, by the laws of the United

(vi) Sixth, to the Mortgagor.



A. Mortgagor may contest, at its own expense, by appropriate legal actions or proceedings conducted in good faith and with all due diligence, the amount, validity or

23.1 Permitted Contests.

22.1 Release. If Mortgagor shall pay the principal and interest due under the Note and all other loan documents in accordance with the terms thereof, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void to the extent required thereby and thereupon Mortgage, upon the written request and at the expense of Mortgagor, upon payment to Mortgagee of a release or partial release fee or fees as set forth in the loan agreement, shall execute and deliver to Mortgagee such instruments as shall be required to evidence or record the satisfaction of this Mortgage and the lien hereof with respect to the portion of the Mortgaged Premises so released.

21.1 Further Assurances. The Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage and the other Loan Documents.

20.1 No Waiver. No delay or failure by Mortgagee to insist upon the strict performance of any term hereof or of the Note or of any of the other Loan Documents or to exercise any right, power or remedy provided for herein or therein as a consequence of an event of default hereunder or thereunder and no acceptance of any payment of the principal or interest, on the Note during the continuance of any such event of default, shall constitute a waiver of any such term, such event of default or such right, power or remedy. The exercise by Mortgagee of any right, power or remedy conferred upon it by this or any other loan document or by law or equity shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any event of default hereunder shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent events of default.

19.1 Compromise of Actions. Any action, suit or proceeding brought by Mortgagee pursuant to the Loan Documents, or otherwise, and any claim made by Mortgagee under the Loan Documents, or otherwise, may be compromised, withdrawn or otherwise settled by Mortgagee without any notice to or approval of Mortgagor, except as otherwise provided in this Mortgage.

shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in the Loan Documents, and the exercise of any right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy.

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A. In addition to the rights, powers and remedies granted Mortgagee under Paragraph 15.1, Mortgagor may at any time be required to (i) pay Mortgagee monthly, in addition to each monthly payment required under the Note, an amount equal to 1/12th of the annual amount reasonably estimated by Mortgagee to be sufficient to enable Mortgagee to pay all impositions, premiums necessary to maintain the insurance policies required pursuant to Paragraph 6.1 hereof, (iii) pay Mortgagee the amount of all impositions accrued but not due as of the date

25.1 Tax and Insurance Escrow.

24.1 Amendment. This Mortgage cannot be amended, modified or terminated orally but may only be amended, modified or terminated pursuant to written agreement between Mortgagor and Mortgagee.

B. In the event that such legal actions or proceedings are not concluded or resolved within one (1) year after Mortgagor received notice of the lien or charge or if such lien or charge is not paid in full within said one (1) year period, then, at the sole option of Mortgagee, Mortgagee shall have those rights set forth in paragraphs 14.1 and 15.1 hereof.

(v) Neither Mortgagor nor Mortgagee would be in any danger of any additional civil or criminal liability for failure to comply therewith.

(iv) Beneficiary sets aside on its books adequate reserves; and

(iii) No adverse judgment, decree or other final adjudication be entered or rendered against Mortgagor; and

(ii) Mortgagor's legal counsel forwards to Mortgagee and Mortgagee's legal counsel, on a monthly basis, detailed status reports describing the nature of the action or proceeding; the progress of such action or proceeding to date; describing pleadings filed and any settlement negotiations; evaluating the likelihood of an unfavorable outcome and estimating the amount or range of possible loss; and

(i) Such legal actions or proceedings are commenced within 30 days after Mortgagor receives notice of the lien or charge; and

enforceability in whole or in part of any imposition or lien thereof or the validity of any instrument of record affecting the mortgaged Premises or any part thereof, provided that:

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Any such notice, demand, request or other communication shall be deemed given when personally delivered or on the third business

482619288

Chandler & Greenswag, P.C.  
3701 Commercial Avenue, Suite 8  
Northbrook, Illinois 60062  
ATTN: Richard A. Greenswag, Esq.

Copy to:

First Midwest Bank/Deerfield  
725 Waukegan Road  
Deerfield, Illinois 60015  
ATTN: Amy Burk

Mortgagee:

Rudnick & Wolfe  
203 N. LaSalle Street  
Chicago, Illinois 60601  
ATTN: Paul Homer, Esq.

Joseph J. Freed and Associates, Inc.  
1000 Capitol Drive  
Wheeling, Illinois 60090  
ATTN: Joseph J. Freed

Copies to:

Lasalle National Bank  
Trust Number 12044  
135 South LaSalle Street  
Chicago, Illinois 60690  
ATTN: Land Trust Department

Mortgagor:

26.1 Notices. Any notice, demand, request or other communication desired to be given or requested pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

C. It is expressly understood that all amounts set forth in this Paragraph 25.1 shall be held by Mortgagee in an escrow account which does not bear interest.

B. Mortgagee hereby initially waives the requirement for tax and insurance escrows, subject to Mortgagee or Mortgagee's Beneficiary maintaining adequate reserves for the payment of same, it being expressly understood and agreed that Mortgagee may reinstate said tax and insurance escrow requirement at any time upon the occurrence of an event of default.

that this Paragraph becomes operative, based upon one hundred and ten (10%) percent of the previous year's tax bill and insurance premium to assure Mortgagee that sufficient funds will be available to pay same when due, and (iv) pay Mortgagee such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all annual impositions and insurance premiums.

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Mortgagee shall not be liable to any party for services

## 30.1 Disclaimer by Mortgagee.

29.1 Incorporation by Reference. The terms of the other Loan Documents are incorporated herein and made a part hereof by reference.

28.1 Cross-Default Clause. Any default by Mortgagor in the performance or observance of any covenant, promise, condition or agreement hereof shall be deemed an Event of Default under each of the Loan Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all Loan Documents, and any default or Event of Default under any other Loan Document shall be deemed a default hereunder, entitling Mortgagee to exercise any or all remedies provided for herein. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Mortgagee, and the waiver by Mortgagee of any default by Mortgagor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

27.1 Expense of Enforcement. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed for and included as additional indebtedness in the decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the mortgaged premises. All expenditures and expenses of the nature in this paragraph mentioned shall bear interest at the Default Rate when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not any such suits are actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the mortgaged premises or the security hereof, whether or not actually commenced.

day after having been so mailed. Any notice required of or desired to be given by Mortgagor may be given by Joseph J. Freed and Associates, Inc.

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LR261978

BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_  
 ATTEST: *Lisa Han*  
 ITS: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, not  
 personally but as Trustee  
 under Trust Agreement dated  
 February 18, 1987 and known as  
 Trust Number 112044

8931978

1505 00 18 1987

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized.

J. This Mortgage is executed by Lasalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Lasalle National Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagor, and by every person now or hereafter claiming any right or security hereunder.

I. Mortgagor waives any right, if any, it now or in the future may have to remove any claim or dispute arising herefrom to the Courts of the United States of America.

K. Regardless of their form, all words shall be deemed singular or plural and shall have such gender as required by the text whenever applicable; the term "mortgage" shall also mean "trust deed" or "deed of trust".

G. If any action or proceeding shall be instituted to recover possession of the mortgaged premises or any part thereof or to accomplish any other purpose which would materially affect this mortgage or the mortgaged premises, Mortgagor will immediately, upon service of notice thereof, deliver to Mortgagee a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers however designated, served in any such action or proceeding.

extent that it is legal, valid and enforceable, the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained therein, and the rights, obligations and interest of the Mortgagor and the holder hereof under the remainder of this Mortgage shall continue in full force and effect.

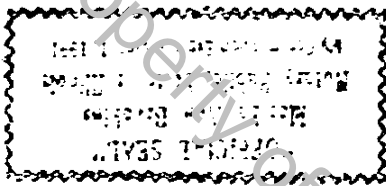


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89319787

Richard A. Greensway, Esq.  
3701 Commercial Ave., Suite 8  
Northbrook, IL 60062

THIS INSTRUMENT PREPARED BY:



My Commission Expires:

Notary Public

*Richard A. Greensway*  
Notary Public

Given under my hand and official seal this 12th day of July, 1987.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that certain Bank of Lasalle National Bank, as Trustee under Trust No. 112044, a National Banking Association, and Lisa E. Harris personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such and they signed and delivered the said instrument as Richard A. Greensway and Lisa E. Harris of said Association, and caused the seal of said Association to be affixed thereto, pursuant to authority given by the Board of Directors of said Association, as their free and voluntary act and as the free and voluntary act and as trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF \_\_\_\_\_ )

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LOT 1 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LEGAL DESCRIPTION  
EXHIBIT A

PARCEL 2:  
LOT 2, 3 and 5 in FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LEGAL DESCRIPTION

EXHIBIT A

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BEGINNING AT THE MOST SOUTHERLY SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG

PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 4 IN FREED AND GRAIS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: EXCEPT THAT PART DESCRIBED AS FOLLOWS: PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 2.83 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST A DISTANCE OF 209.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 4; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 35.32 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 4, BEING A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 189.28 FEET TO A POINT OF TANGENCY; THE CHORD OF SAID ARC HAVING A LENGTH OF 184.45 FEET AND A BEARING OF NORTH 22 DEGREES, 28 MINUTES, 49 SECONDS EAST; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 38.20 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, BEING A CURVE CONCAVE TO THE SOUTH EAST, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 14.14 FEET AND A BEARING OF SOUTH 45 DEGREES, 01 MINUTES, 11 SECONDS EAST; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 382.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

LOT 4 IN FREED AND GRAIS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: EXCEPT THAT PART DESCRIBED AS FOLLOWS: PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG

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THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 105.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 10 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 50 SECONDS EAST, A DISTANCE OF 77.56 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST, A DISTANCE OF 38.75 FEET TO THE EASTERLY LINE OF SAID LOT 4 BEING ALSO THE WEST LINE OF LOT 1 IN BOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT 16694699; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 157.41 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 6 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 6 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF ROBIN ROAD (AS DEDICATED PER PLAT OF SAID FREED AND GRAIS SUBDIVISION) WITH THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 13.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 6 A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 6, BEING A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 133.94 FEET, AND A BEARING OF SOUTH 22 DEGREES, 28 MINUTES, 49 SECONDS WEST; THENCE SOUTH 44 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOT 6, A DISTANCE OF 76.20 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 6, BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 137.44 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 133.94 FEET AND A BEARING OF SOUTH 67 DEGREES, 28 MINUTES, 49 SECONDS WEST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST 192.30 FEET ALONG THE SOUTHERLY LINE OF LOT 6 TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 6, BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 133.94 FEET AND A BEARING OF NORTH 67 DEGREES, 31 MINUTES, 11 SECONDS WEST; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST 76.20

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Doc 333

Northbrook, IL 60062

Suite 8

3701 Commercial Ave.

CHANDLER & GREENSWAG, P.C.

THIS INSTRUMENT PREPARED BY

MALLO:

78261R67

Plat, Multiple Patents of Utility Patents  
Plat No. 23-14-463-108 & 613

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 2.83 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES WITH THE WEST LINE OF LOT 1, A DISTANCE OF 40.14 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE A DISTANCE OF 40.14 FEET TO THE WEST LINE OF LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 56.77 FEET TO THE PLACE OF BEGINNING, ALL OF SAID PARCELS DESCRIBED HEREIN CONTAINING A TOTAL OF 18.99387 ACRES, IN COOK COUNTY, ILLINOIS.

DOCUMENT NO. 16694699 DESCRIBED AS FOLLOWS:  
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, also THAT PART OF LOT 1 IN BOWE'S SUBDIVISION, BEING A SUBDIVISION

PARCEL 5:

ILLINOIS.

FEET ALONG THE SOUTHWESTERLY LINE OF LOT 6 TO A POINT OF CURVA-  
TURE; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6,  
BEING A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 175.00  
FEET, AN ARC DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY,  
THE CHORD OF SAID ARC HAVING A LENGTH OF 133.94 FEET AND A  
BEARING OF NORTH 22 DEGREES, 31 MINUTES, 11 SECONDS WEST;  
THENCE NORTH 00 DEGREES 01 MINUTES, 11 SECONDS WEST 192.30  
FEET ALONG THE WESTERLY LINE OF LOT 6 TO A POINT IN CURVA-  
TURE; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOT 6, BEING A  
CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.00 FEET, AN ARC  
DISTANCE IN 137.44 FEET TO A POINT IN TANGENCY, THE CHORD OF  
SAID ARC HAVING A LENGTH OF 133.94 FEET AND A BEARING OF NORTH  
22 DEGREES, 28 MINUTES, 49 SECONDS EAST; THENCE NORTH 44 DEGREES,  
58 MINUTES, 49 SECONDS EAST 76.20 FEET ALONG THE NORTHWESTERLY  
LINE OF LOT 6 TO A POINT OF CURVA-  
TURE; THENCE EASTERLY ALONG  
THE NORTHERLY LINE OF LOT 6, BEING A CURVE CONCAVE TO THE  
SOUTH, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 107.30  
FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 105.62 FEET AND  
A BEARING OF NORTH 62 DEGREES, 32 MINUTES, 41 SECONDS EAST;  
THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST 162.35  
FEET; THENCE SOUTH 45 DEGREES, 01 MINUTES, 11 SECONDS EAST  
312.88 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS  
EAST 229.94 FEET TO THE POINT OF BEGINNING IN COOK COUNTY,  
ILLINOIS.

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County of Cook  
Clerk of the Court  
100 North Dearborn Street  
Chicago, Illinois 60601  
Tel: 312.309.3000  
Fax: 312.309.3001

Case No.

Case No.

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