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Customer # Dr. Kraft  
Torrens 1411686 Filing Date 9-4-90  
Ctf. # 1411690 L.F. Date \_\_\_\_\_  
Grantor Lawrence N/B Tr. 100662

S.S.# \_\_\_\_\_

Grantor \_\_\_\_\_

S.S.# \_\_\_\_\_

Grantee \_\_\_\_\_

S.S.# \_\_\_\_\_

Grantee \_\_\_\_\_

S.S.# \_\_\_\_\_

P.I.N.# 1216101013 Tax # 36505-89

Fed Lien Search 802916 Tax # 225151-89

Title Officer \_\_\_\_\_

Title Company \_\_\_\_\_

Trust Dept. Approval \_\_\_\_\_ Survey Dept. Approval \_\_\_\_\_

Refused \_\_\_\_\_

Type of Document \_\_\_\_\_ Number \_\_\_\_\_

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Total No. Docs. \_\_\_\_\_ Microfilm \_\_\_\_\_

Logged \_\_\_\_\_ Ret'd \_\_\_\_\_

To Tax Dept. \_\_\_\_\_ Date \_\_\_\_\_

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Typist \_\_\_\_\_ Date \_\_\_\_\_

Revisor \_\_\_\_\_ Date \_\_\_\_\_

New Ctf. # \_\_\_\_\_ Date \_\_\_\_\_

Delivery \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Property of Clark County Clerk's Office

STATUTORY FEDERAL TAX LIEN SEARCH

1411686

688

PRESENT PARTIES IN INTEREST:

La Salle N/B TK 100662

DATE OF SEARCH:

RESULT OF SEARCH:

NONE

9-4-90 802467

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

	DELIVERED

Property of Cook County Clerk's Office

CAROL MOSSELEY BRADY  
REGISTRAR OF TITLES  
90 SEP - 1 10 4: 37

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## FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of this 31<sup>st</sup> day of July, 1990 by and between GREGORY WINTROUB and JANE WINTROUB (collectively, the "Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated November 8, 1989 and known as Trust No. 109595-00 (the "Cortland Trustee"), LA SALLE NATIONAL TRUST, N.A. (formerly LaSalle National Bank) as Trustee under Trust Agreement dated April 13, 1979 and known as Trust No. 100662 (the "Milwaukee Trustee"), and CONTINENTAL BANK, N.A. (the "Lender").

### RECITALS

WHEREAS, Borrower, Cortland Trustee, Milwaukee Trustee and Lender have previously executed that certain Loan Agreement dated as of November 30, 1989 (the "Loan Agreement") respecting a loan from Lender to Borrower, Cortland Trustee and Milwaukee Trustee in the principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Loan");

WHEREAS, Borrower, Cortland Trustee and Milwaukee Trustee have previously executed and delivered to Lender that certain Promissory Note dated November 30, 1989 in the principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Note");

WHEREAS, to secure the Note, Cortland Trustee has previously executed and delivered to Lender that certain Mortgage dated November 30, 1989 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on December 5, 1989 as Document No. 89580613 (the "Cortland Mortgage"), which Cortland Mortgage has been joined into by Borrower, respecting that certain property commonly known as 4701 West Cortland Street, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Cortland Property");

WHEREAS, to secure the Note, Milwaukee Trustee has previously executed and delivered to Lender that certain Junior Mortgage dated November 30, 1989 and recorded with the Recorder on December 5, 1989 as Document No. 89530616 and registered with the Registrar of Torrens Titles, Cook County, Illinois (the "Registrar") on December 5, 1989 as Document No. 3845086 (the "Milwaukee Mortgage"), which Milwaukee Mortgage has been joined into by Borrower, respecting that certain property commonly known as 4639 North Milwaukee Avenue, Chicago, Illinois and legally

This document was prepared by  
and after recordation return to:  
Elizabeth Aulik McBride  
Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

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described on Exhibit B attached hereto and made a part hereof (the "Milwaukee Property");

**WHEREAS**, to secure the Note, Cortland Trustee has previously executed and delivered to Lender that certain Assignment of Rents and Leases dated November 30, 1989 and recorded with the Recorder on December 5, 1989 as Document No. 89580614 (the "Cortland Assignment of Rents"), which Cortland Assignment of Rents has been joined into by Borrower, respecting the Cortland Property;

**WHEREAS**, to secure the Note, Milwaukee Trustee has previously executed and delivered to Lender that certain Junior Assignment of Rents and Leases dated November 30, 1989 and recorded with the Recorder on December 5, 1989 as Document No. 89580617 and registered with the Registrar on December 5, 1989 as Document No. 3845087 (the "Milwaukee Assignment of Rents"), which Milwaukee Assignment of Rents has been joined into by Borrower, respecting the Milwaukee Property;

**WHEREAS**, to secure the Note, Borrower has previously executed and delivered to Lender that certain Collateral Assignment of Beneficial Interest dated as of November 30, 1989 (the "Cortland Collateral ABI") respecting the Cortland Property;

**WHEREAS**, to secure the Note, Borrower has previously executed and delivered to Lender that certain Collateral Assignment of Beneficial Interest dated as of November 30, 1989 (the "Milwaukee Collateral ABI") respecting the Milwaukee Property;

**WHEREAS**, to secure the Note, Borrower and Cortland Trustee has executed and delivered to Lender Form UCC-2 Financing Statements filed with the Recorder on December 5, 1989 as Document Nos. 89-U-29018 and 89-U-29019 (the "Cortland Financing Statements") respecting the Cortland Property;

**WHEREAS**, to secure the Note, Borrower and Milwaukee Trustee have executed and delivered to Lender Form UCC-2 Financing Statements filed with the Recorder on December 5, 1989 as Document Nos. 89-U-29020 and 89-U-29021 and registered with the Registrar on December 5, 1989 as Document No. 3845089 (the "Milwaukee Financing Statements") respecting the Milwaukee Property;

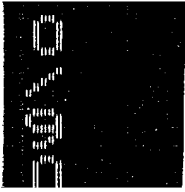
**WHEREAS**, to induce Lender to make to Borrower, Cortland Trustee and Milwaukee Trustee the Loan, Borrower executed and delivered to Lender that certain Guaranty of Construction and Ownership Obligations dated November 30, 1989 (the "Guaranty");

**WHEREAS**, the Loan Agreement, the Note, the Cortland Mortgage, the Milwaukee Mortgage, the Cortland Assignment of Rents, the Milwaukee Assignment of Rents, the Cortland Collateral ABI, the Milwaukee Collateral ABI, the Cortland Financing Statements, the Milwaukee Financing Statements, the Guaranty and any other documents and instruments evidencing, securing or guarantying obligations of any party under the Loan are hereinafter sometimes collectively referred to as the "Loan Documents";

**WHEREAS**, the outstanding principal balance under the Note as of the date hereof is One Million Five Hundred Fifty-Three Thousand Dollars (\$1,553,000.00); and

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**WHEREAS**, Borrower, Cortland Trustee and Milwaukee Trustee have requested that Lender disburse Forty Seven Thousand Dollars (\$47,000.00) (the "Final Disbursement") of the unadvanced portion of the Loan to Borrower, Cortland Trustee and Milwaukee Trustee resulting in an aggregate outstanding principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00);

**WHEREAS**, Borrower, Cortland Trustee and Milwaukee Trustee have requested that Lender amend the maturity date of the Note, modify the payment schedule under the Note and amend the Loan Documents in certain other respects; and

**WHEREAS**, Lender has agreed to so disburse Forty Seven Thousand Dollars (\$47,000.00) of the unadvanced portion of the Loan and so amend the Loan Documents pursuant to the terms and provisions hereof;

**NOW, THEREFORE**, in consideration of the foregoing and of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Recitals set forth above are accurate and are hereby incorporated herein and made a part hereof.

2. The maturity date of the Note and the definition of "Maturity Date" in Section 1(h) of the Note and Section 2.4 of the Loan Agreement are hereby amended from "October 31, 1997" to "January 2, 1991". All references to the maturity date of the Note contained in the Loan Agreement, the Note, the Cortland Mortgage, the Milwaukee Mortgage, the Cortland Assignment of Rents, the Milwaukee Assignment of Rents, the Cortland Collateral ABI, the Milwaukee Collateral ABI and the Guaranty and elsewhere in the Loan Documents are hereby amended to be references to "January 2, 1991," subject to mandatory prepayments hereinafter set forth in this Agreement and subject to acceleration as provided for in the Loan Documents.

3. Section 1(c), Section 1(j) and Sections 6(a) and (b) of the Note are hereby deleted in their entirety. Lender, Borrower, Cortland Trustee and Milwaukee Trustee agree that, except for the mandatory prepayments hereinafter set forth in this Agreement, the entire principal amount of the Loan, together with all accrued interest thereon, shall be due and payable on January 2, 1991 subject to acceleration as provided for in the Loan Documents.

4. Section 1(e) of the Note is hereby deleted in its entirety and the following is hereby substituted therefor:

"(e) "Regular Rate" shall mean the Reference Rate (as hereinafter defined) plus one-half of one percent (1/2 of 1%). "Reference Rate" shall mean the rate of interest then most recently announced by Holder at Chicago, Illinois as its reference rate. A certificate made by an officer of Holder stating the Reference Rate in effect on any given day shall, for the purposes hereof, be conclusive evidence of the Reference Rate in effect on such day. Changes in the rates of interest to be charged hereunder based on the Reference Rate shall take effect immediately upon the occurrence of any change in the Reference Rate."

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All references to the Regular Rate contained in the Loan Agreement and elsewhere in the Loan Documents are hereby amended to be references to the Regular Rate defined in Section 1(e) of the Note as amended hereunder.

5. Section 11(a) of the Note is hereby deleted in its entirety and the following is hereby substituted therefor:

"(a) Mandatory Prepayment. Borrower shall repay to Lender the following sums (collectively, the "Mandatory Prepayment"):

(i) a portion of the principal in the amount of \$100,000.00 plus all accrued and unpaid interest and other charges that are due under this Note, the Mortgage and any of the other Loan Documents upon the earlier of (A) October 31, 1990 and (B) the sale, transfer or other conveyance of fee title to, or beneficial interest in, the Milwaukee Property; and

(ii) a portion of the principal in the amount of \$600,000.00 plus all accrued and unpaid interest and other charges then due under this Note, the Mortgage and any of the other Loan Documents upon the earlier of (A) October 31, 1990 and (B) the funding of a junior mortgage loan secured by the Cortland Property."

6. Section 9.3 of the Loan Agreement is hereby amended by the deletion of the first sentence thereof and the substitution of the following sentence therefor: "Borrower shall, on or before October 31, 1990, reduce the outstanding principal balance of the Loan to \$900,000.00 pursuant to the terms and provisions of Section 11(a) of the Note."

7. Section 10.1(p) of the Loan Agreement is hereby deleted in its entirety and the following is hereby substituted therefor:

"(p) If Borrower shall fail to make either of the two payments constituting the Mandatory Prepayment as defined and set forth in Section 11(a) of the Note;"

8. Section 5.10 of the Loan Agreement is hereby amended by the deletion of the date "May 31, 1990" and the substitution of the date "July 23, 1990" therein. Borrower acknowledges that Lender has no obligation to advance the Final Disbursement except pursuant to the provisions of Sections 2.2, 5.2 and 5.10 of the Loan Agreement as amended hereby.

9. No later than the date hereof, Borrower shall pay to Lender's legal counsel an amount equal to Lender's outstanding legal fees and expenses incurred in connection with the initial funding of the Loan (i.e., \$2,189.37) and Lender's legal fees and expenses incurred in connection with the drafting and negotiation of this Agreement, the modification of the Loan Documents and the advancing of the Final Disbursement.

10. Borrower, Cortland Trustee and Milwaukee Trustee hereby authorize Lender to cause this Agreement to be recorded with the Recorder and registered with the Registrar and in any other office Lender may designate. Borrower, Cortland

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Trustee and Milwaukee Trustee further authorize Lender, upon the recordation and filing of this Agreement, to place on the Note a legend reading as follows:

"This Note has been modified by a First Loan Modification Agreement dated as of July \_\_\_\_, 1990, by and between Gregory Wintroub, Jane Wintroub, American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated November 8, 1989 and known as Trust No. 109595-00, LaSalle National Trust, N.A. (formerly LaSalle National Bank) as Trustee under Trust Agreement dated April 15, 1979 and known as Trust No. 100662 and Continental Bank, N.A., and recorded on July \_\_\_\_, 1990, as Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds of Cook County, Illinois and registered on July \_\_\_\_, 1990, as Document No. \_\_\_\_\_ with the Registrar of Torrens Titles, Cook County, Illinois."

11. This Agreement shall constitute a reaffirmation by Borrower, Cortland Trustee and Milwaukee Trustee that all representations and warranties made by Borrower, Cortland Trustee or Milwaukee Trustee in Section 1.1 of the Loan Agreement and elsewhere in the Loan Agreement and in any of the other Loan Documents are true and correct as of the date hereof.

12. To induce Lender to enter into this Agreement, Borrower, Cortland Trustee and Milwaukee Trustee hereby jointly and severally represent, acknowledge and agree that none of them now has or holds any defense to the performance of any of their obligations under any of the Loan Documents or any claim against Lender which might be set-off or credited against any payments due under any of the Loan Documents.

13. This Agreement shall be of no force or effect unless and until (A) Lender has received an endorsement to its title policy insuring the priority of the Cortland Mortgage and the Milwaukee Mortgage, which endorsement shall (i) insure the validity and priority of the Cortland Mortgage and the Milwaukee Mortgage as amended hereby and (ii) disclose no Schedule B exceptions other than those approved in writing by Lender's legal counsel, (B) Lender has received the consent to this Agreement by All Products Automotive, Inc., an Illinois corporation ("All Products") and the amendment by All Products of those certain Subordination and Assignment Agreements each dated November 30, 1989 by and between All Products and Lender, (C) Lender has received the consent to this Agreement by Borrower and the amendment by Borrower of the Guaranty, (D) Lender has received an opinion of counsel and certified copies of the resolutions of All Products evidencing Borrower's, Cortland Trustee's, Milwaukee Trustee's and All Products' due authority and power to enter into, and the enforceability of, this Agreement and such consents and amendments, (E) Lender has received a Business Loan Affidavit from Borrower in form and content satisfactory to Lender and ~~(F) Lender has received all items constituting Post-Closing Items (as defined in Section 4.2 of the Loan Agreement).~~ and (F) Lender has received all items constituting Post Closing Items (as defined in Section 4.2 of the Loan Agreement).

14. In all other aspects, and except as respectively amended hereby, the Note, the Cortland Mortgage, the Milwaukee Mortgage, the Cortland Assignment of Rents, the Milwaukee Assignment of Rents, the Cortland Collateral ABI, the Milwaukee Collateral ABI, the Cortland Financing Statements, the Milwaukee Financing Statements,

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**BORROWER:**

[Signature]  
GREGORY WINTROUB

[Signature]  
JANE WINTROUB

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, conditions and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ATTEST:  
[Signature]  
Name: Arthur J. Lutkun  
Its: ASSISTANT SECRETARY

**CORTLAND TRUSTEE:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: [Signature]  
Name: E. M. WHELAN  
Its: VICE PRESIDENT

ATTEST:

[Signature]  
Name: William H. Dillon  
Title: ASSISTANT SECRETARY

**MILWAUKEE TRUSTEE:**

MASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid

By: [Signature]  
Name: Corinne Bok  
Title: ASSISTANT VICE PRESIDENT

ATTEST:

[Signature]  
Name: VICKI STAPPA  
Title: VICE PRESIDENT

**LENDER:**

CONTINENTAL BANK, N.A.

By: [Signature]  
Name: MARCIA CLAUSON  
Title: VICE PRESIDENT

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Jeffrey S. Lyon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY WINTROUB and JANE WINTROUB, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his free and voluntary act, for their uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 31<sup>st</sup> day of July, 1990.

Jeffrey S. Lyon  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

" OFFICIAL SEAL "  
JEFFREY S. LYON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/4/93

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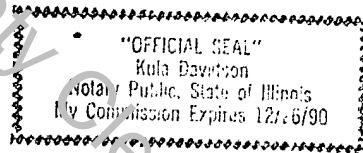
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KULA DAVIDSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that AMERICAN NATIONAL BANK AND TRUST COMPANY, and Anita M. Lutkus, of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and said \_\_\_\_\_ and \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of AUG 28 1990, 1990.

Kula Davidson  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_



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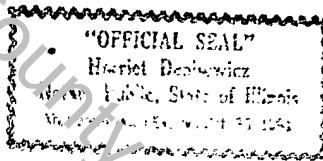
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Harriet DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bek, ASSISTANT VICE PRESIDENT of LASALLE NATIONAL TRUST, N.A. and William H. Dillon, ASSISTANT SECRETARY of said LASALLE NATIONAL TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Corinne Bek, as Trustee, for the uses and purposes therein set forth; and said William H. Dillon and Corinne Bek did also then and there acknowledge that he, as custodian of the Corporate seal of said LASALLE NATIONAL TRUST, did affix said corporate seal of said LASALLE NATIONAL TRUST, as Trustee, to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corinne Bek, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of AUGUST, 1990.

Harriet Denisewicz  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF CORTLAND PROPERTY

THAT PART OF BLOCK 6 AND ALL OF BLOCK 7 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE SOUTHEAST CORNER THEREOF AND RAILROAD RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1874 AS PER DOCUMENT NO. 18330, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 7; THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS WEST A DISTANCE OF 380.27 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 7; THENCE NORTH 79 DEGREES 14 MINUTES 54 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 7 AND ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 6 A DISTANCE OF 562.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST A DISTANCE OF 194.81 FEET; THENCE NORTH 59 DEGREES 10 MINUTES 24 SECONDS EAST A DISTANCE OF 74.14 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG A LINE 46.71 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCKS 6 AND 7 A DISTANCE OF 123.44 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF NORTH KILPATRICK AVENUE (66 FEET WIDE) A DISTANCE OF 13.71 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCKS 6 AND 7 A DISTANCE OF 33.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG A LINE BETWEEN BLOCKS 6 AND 7 A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 7 A DISTANCE OF 333.00 FEET TO THE POINT OF BEGINNING.

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### AND ALSO:

ALL IMPROVEMENTS NOW OR HEREAFTER LOCATED THEREON AND ALL EASEMENTS AND OTHER RIGHTS APPURTENANT THERETO, INCLUDING WITHOUT LIMITATION THE FOLLOWING EASEMENTS:

### ROADWAY EASEMENT "A"

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING WITHIN BLOCK 6 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 5 ACRES IN THE SOUTHEAST CORNER THEREOF AND RAILROAD RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1874 AS PER DOCUMENT NO. 18330, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 6 AND THE WEST LINE OF NORTH KILPATRICK AVENUE (66 FEET WIDE); THENCE SOUTH 70°-18'-06" WEST A DISTANCE OF 34.00 FEET; THENCE SOUTH 84°-17'-22" WEST A DISTANCE OF 155.95 FEET; THENCE SOUTH 0°-00'-55" EAST A DISTANCE OF 56.61 FEET; THENCE NORTH 59°-11'-32" EAST A DISTANCE OF 74.18 FEET; THENCE SOUTH 89°-29'-30" EAST ALONG A LINE 46.71 FEET SOUTH OF AND PARALLEL WITH THE

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NORTH LINE OF SAID BLOCK 6 A DISTANCE OF 123.44 FEET; THENCE NORTH 0°-01'-22" EAST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID NORTH KILPATRICK AVENUE AND ALONG THE WEST LINE OF SAID AVENUE A DISTANCE OF 46.71 FEET TO THE POINT OF BEGINNING.

## ROADWAY EASEMENT "B"

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING WITHIN BLOCK 6 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 5 ACRES IN THE SOUTHEAST CORNER THEREOF AND RAILROAD RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1874 AS PER DOCUMENT NO. 18330, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 6 AND THE WEST LINE OF NORTH KILPATRICK AVENUE (66 FEET WIDE), THENCE NORTH 89°-29'-30" WEST ALONG THE NORTH LINE OF SAID BLOCK 6 A DISTANCE OF 187.20 FEET; THENCE SOUTH 00°-00'-55" EAST A DISTANCE OF 28.64 FEET; THENCE NORTH 84°-17'-22" EAST A DISTANCE OF 155.95 FEET; THENCE NORTH 70°-18'-06" EAST A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

## ROADWAY EASEMENT "C"

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING WITHIN BLOCK 6 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 5 ACRES IN THE SOUTHEAST CORNER THEREOF AND RAILROAD RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1874 AS PER DOCUMENT NO. 18330, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 6 AND 187.20 FEET WEST OF THE WEST LINE OF NORTH KILPATRICK AVENUE (66 FEET WIDE), THENCE SOUTH 00°-00'-55" EAST A DISTANCE OF 85.25 FEET; THENCE NORTH 89°-29'-30" WEST A DISTANCE OF 22.3 FEET; THENCE NORTH 00°-00'-55" WEST A DISTANCE OF 85.25 FEET; THENCE SOUTH 89°-29'-30" EAST A DISTANCE OF 22.3 FEET TO THE POINT OF BEGINNING.

## ACCESS AND PARKING EASEMENT "D"

AN EASEMENT FOR INGRESS AND EGRESS AND PARKING AS SET FORTH AND DEFINED IN THAT CERTAIN EASEMENT AGREEMENT DATED OCTOBER 31, 1989 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 104563-09, AS GRANTOR, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 109595-00 RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON DECEMBER 5, 1989 AS DOCUMENT NO. 89-580611.

Address: 4701 West Cortland, Chicago, Illinois

P.I.N.: 13-34-300-001

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## EXHIBIT B

### LEGAL DESCRIPTION OF MILWAUKEE PROPERTY

THAT PART OF LOT 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF LOT 8 AND THE WESTERLY LINE OF LARAMIE AVENUE AS WIDENED (BEING A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 8); THENCE NORTH ALONG SAID WEST LINE OF LARAMIE AVENUE 21.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 12.86 FEET TO THE SOUTHWESTERLY LINE OF LOT 8 AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF LOT 8 AFORESAID 24.63 FEET TO THE POINT OF BEGINNING IN GOVEN AND CARTER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER, EAST OF MILWAUKEE AVENUE OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### AND ALSO:

LOT 7 (EXCEPT THAT PART OF LOT 7 LYING EAST OF THE WESTERLY LINE OF LARAMIE AVENUE AS ESTABLISHED AND WIDENED BY CONDEMNATION PROCEEDING CASE NUMBER 44713, IN THE COUNTY COURT OF COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF SAID LOT 7 LYING SOUTHEASTERLY OF A LINE FIFTY FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 7 IN GOVEN AND CARTER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER EAST OF MILWAUKEE AVENUE, OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### AND ALSO:

LOTS 1 AND 2 AND THAT PART OF PRIVATE ALLEY LYING WEST OF THE EAST LINE OF LOT 2 EXTENDED NORTHEASTERLY IN BLOCK 2 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, A SUBDIVISION OF THAT PART OF LOT 5 AND THE SOUTH HALF OF LOT 4 LYING NORTHEAST OF MILWAUKEE AVENUE, ALSO PART OF LOT 2, LYING SOUTH WEST OF RAILROAD OF THE SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### AND ALSO:

THAT PART OF LOT 7 LYING WEST OF THE WESTERLY LINE OF LARAMIE AVENUE AND SOUTHEASTERLY OF A LINE 50 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 7 IN GOVEN AND CARTER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH WEST QUARTER EAST OF MILWAUKEE AVENUE IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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AND ALSO:

ALL IMPROVEMENTS NOW OR HEREAFTER LOCATED THEREON AND ALL EASEMENTS AND OTHER RIGHTS APPURTENANT THERETO.

Address: 4639 North Milwaukee Avenue, Chicago, Illinois

P.I.N.: 13-16-110-013  
13-16-110-014  
13-16-110-015  
13-16-110-045

Property of Cook County Clerk's Office

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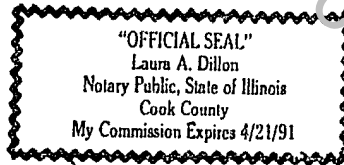
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, LAURA A. DILLON, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that MARCIA CLAUSER, Vice President  
of CONTINENTAL BANK, N.A. and \_\_\_\_\_,  
\_\_\_\_\_ of said Bank, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Vice President  
and \_\_\_\_\_, appeared before me this day in person and acknowledged  
that they signed and delivered said instrument as their own free and voluntary act, and  
as the free and voluntary act of said Bank, for the uses and purposes therein set forth;  
and said \_\_\_\_\_ and \_\_\_\_\_ did also then and there  
acknowledge that he, as custodian of the Corporate seal of said Bank, did affix said  
corporate seal of said Bank to said instrument as his own free and voluntary act, and as  
the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7<sup>th</sup> day of August, 1990.



Laura A. Dillon  
NOTARY PUBLIC

My Commission Expires 4-21-91

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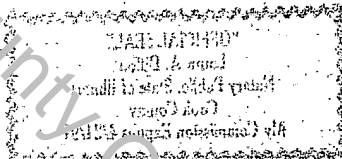
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PROPERTY OF COOK COUNTY CLERK'S OFFICE

STATE OF ILLINOIS

COUNTY OF COOK

DEPT-01 RECORDING #11111111 TRAN 5300 09/04/90 16:50:00 #17239 #A \*-90-429980 COOK COUNTY RECORDER \$27.00



11/16/90  
46  
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REGISTRAR OF DEEDS  
CARRIE ANN...  
100 E. Wacker Drive  
Chicago, IL 60601

3909260

IDENTIFIED
No.
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COMMONWEALTH LAND TITLE INS. CO.  
30 N. LaSalle  
Suite 3200  
Chicago, Illinois 60602