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## MORTGAGE

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THIS MORTGAGE, made as of this <sup>4<sup>th</sup></sup> day of January, 1990, by STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated 12/1/89 and known as Trust 12414, 2400 West 95th Street, Evergreen Park, Illinois 60642 ("Mortgagor") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60642, ("Mortgagee");

### W I T N E S S E T H;

THAT WHEREAS, Mortgagor has concurrently executed a Note bearing even date herewith, in the principal sum of SIX HUNDRED TWO THOUSAND and 00/100ths (\$602,000.00) Dollars with interest on the principal balance of the Note remaining from time to time at the rate of TEN AND ONE-HALF PERCENT (10.5%) per annum from date hereof to maturity, payable in equal monthly installments of principal and interest of \$6,654.50 commencing February 1, 1990 and on the first day of each subsequent month except that the final payment of the remaining principal of the Note and accrued interest shall be due January 1, 1993. The terms and provisions of said Note are incorporated herein by reference.

All such payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Mortgagee pursuant to the provisions of this Mortgage or the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within FIFTEEN (15) days of due date then such installment or final payment will be subject to a payment of a late charge in the amount of Five (5%) percent of that payment. Upon maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note, the remaining principal balance of the Note shall accrue interest at the rate of THIRTEEN AND ONE-HALF (13.5%) per annum ("Penalty Rate") until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Mortgagee set forth above.

Interest on the principal balance of the Note outstanding from time to time shall be computed on the basis of a year consisting of twelve (12) months of thirty (30) days each.

THAT, to secure the payment of the indebtedness evidenced by the Note, or otherwise due hereunder, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does by these presents GRANT, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate legally described on Exhibit "A" attached hereto and made a part hereof;

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TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER, with all buildings and improvements of every kind and description now existing or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds of sale of or insurance thereon and articles in substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by Mortgagor on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party, securing said indebtedness and obligations. Mortgagor acknowledges and agrees that the within mortgage shall constitute a fixture filing financing statement within the meaning of the Illinois Uniform Commercial Code. Nothing herein shall be deemed to create a mortgage on tenant trade fixtures.

The Mortgagor further agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Mortgagee deems appropriate;

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

All of the foregoing referred to herein as the "premises" or "mortgaged property."

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TO HAVE AND TO HOLD the above granted and described premises, with all and singular the rights, members and appurtenances thereto appertaining unto the Mortgagee, its successors and assigns, forever, Mortgagor hereby releasing and waiving on its behalf and on behalf of all persons beneficially interested in the trust estate, if Mortgagor is a Land Trustee, all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor shall well and truly pay unto the Mortgagee, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine and be void, and Mortgagee, its successor or assigns shall, upon request, prepare, execute and deliver a release of the lien created hereunder upon tender to Mortgagee of its then current release fee. No partial release of any of the real estate or fixtures shall be permitted except upon the terms and conditions as required by Mortgagee in its sole discretion.

AND, the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay, or cause to be paid, the said sums of money due under the Note with interest thereon, at the time and in the manner provided in the Note, and will keep, perform and observe every covenant, term and condition of this Mortgage and the Note. If remittance be made in payment of principal, interest or other charges due Mortgagee either by check or draft, said payment shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefore shall be void unless the amount payable thereon is actually received by the Mortgagee. Receipt thereof shall also be void if Mortgagee is required to refund any sums paid Mortgagee by order of any court of competent jurisdiction. Any such refund or other non-payment of a remittance occurring after release of the lien of this Mortgage and cancellation of the Note secured thereby shall be deemed a pro tanto reinstatement of said Mortgage and Note for such sum and shall bear interest at the penalty rate.

2. That no building or other property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of equal or greater value and free from chattel mortgage or such other encumbrance and from any reservation to title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the next installment due on the indebtedness secured, without any charge for prepayment.

3. The Mortgagor will maintain the mortgaged property in good condition and repair free from mechanics or other liens or claims for lien not expressly

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subordinated to the lien hereof except the then current year real estate taxes, will not commit or suffer any waste of the mortgaged property, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the premises; a violation by Mortgagor or one of its tenants in the premises of any statute, ordinance, regulation or other legally enforceable requirement of any governmental authority relating to the premises shall be deemed waste; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the mortgaged property now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Mortgagee for deposit in an interest bearing escrow account from which Mortgagor may withdraw such sums needed to restore, repair, replace or rebuild the mortgaged property subject to the provisions of paragraph 5(d) hereof.

4. That every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Mortgagor or Mortgagee by postage prepaid certified or registered mail or by personal delivery. Notice is effective upon receipt.

5. (a) Mortgagor shall keep all buildings and improvements on said real estate including heating plant, and plate glass, if any, insured against loss, damages and liability under policies covering fire and extended coverage, vandalism, malicious mischief, rental or business interruption insurance, liability and property damage, and flood insurance if the premises are in a flood zone for the full insurable value of the property but in no case less than the amount of the Mortgage; and policies for fire and extended coverage, liability and property damage on all furniture, fixtures, and equipment all to be maintained during the life of the Mortgage; that all insurance herein provided for shall be in the form, and by companies approved by the Mortgagee; that the original policies shall be delivered to the Mortgagee, and shall name Mortgagee as insured under a Mortgagee clause; that if the Mortgagor defaults in so insuring the mortgaged property, or in so delivering the policies, the Mortgagee may, at the option of the Mortgagee, effect such insurance from year to year and pay the premium therefor, and that the Mortgagor will reimburse the Mortgagee within ten (10) days of demand, for any premiums so paid, with interest from time of payment at the penalty rate, and the same shall be secured by this Mortgage that all such policies of insurance shall require not less than 30 days notice to Mortgagee in the event of cancellation;

(b) That no less than 30 days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Mortgagee certified copies of the renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee;

(c) That in the event of a foreclosure of this Mortgage, Mortgagee shall succeed to all the rights of the Mortgagor, including any right to



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unearned premiums, in and to all policies of insurance delivered pursuant to the provisions of this Mortgage;

(d) That if the mortgaged property, or any part thereof, be destroyed or damaged by fire or by any other cause, the Mortgagor will promptly restore, rebuild, repair and replace the same so that the value of the mortgaged property shall be at least equal to the value thereof prior to such loss or destruction, and that it will promptly commence such restoration, rebuilding, repairing or replacement of the premises and provide to Mortgagee waivers of lien for work performed and material furnished. There shall be, at all times during the progress of the restoration work, in the hands of the Mortgagee sufficient monies to complete said restoration, and in the event of any deficit in the amount of insurance monies, the Mortgagor covenants and agrees forthwith to make up such deficit. In the event the Mortgagor shall neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement of any premises destroyed or damaged by fire or other casualty, then the Mortgagee shall have the right to restore, rebuild or replace same and may use and apply any insurance monies for that purpose. If such insurance money shall be insufficient to pay the entire cost of such work, the Mortgagor shall pay the deficiency. If Mortgagor fails to pay said deficiency, Mortgagee may, at its option, advance the funds required. All such advances shall bear interest at the penalty rate and shall be secured by the lien of this Mortgage and shall be payable within ten (10) days of demand.

(e) Mortgagor's compliance with the insurance requirements of this Mortgage shall not relieve Mortgagor of any liability to Mortgagee hereunder or under the Note and related loan documents.

6. That the Mortgagor will pay or cause to be paid all real estate and other taxes, special assessments, water rates, sewer rents and other charges now or hereafter assessed or liens on or levied against the mortgaged property or any part thereof, and in default thereof the Mortgagee may, at the option of the Mortgagee, pay the same, and the Mortgagor will repay the same with interest at the penalty rate from the date of payment within ten (10) days of demand. All such payments by Mortgagee shall be secured by this Mortgage; that upon request of the Mortgagee, the Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent; provided, however, that nothing in this Mortgage shall require the Mortgagor to pay, discharge or remove any tax, assessment, water rate, sewer rent or other charge now or hereafter assessed or placed as a lien on or levied against the mortgaged property, or any part thereof (which tax, assessment, water rate, sewer rent, other charge or lien is hereafter sometimes referred to as "imposition") so long as the Mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal or other proceedings to be prosecuted with due diligence, and which contest shall operate to prevent the collection of the imposition so contested and the sale of the mortgaged property or any part thereof to satisfy the same, and Mortgagor shall have deposited with the Mortgagee or such person or corporation as Mortgagee may in writing direct, as security for the satisfaction, in the reasonable judgment of the Mortgagee, an amount to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a

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charge on the mortgaged property, or any part thereof in said legal proceedings. The Mortgagor shall have the right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the person or public authority claiming said imposition on account of any such imposition, or to be appropriated as security for any bond required in order to enable the Mortgagor to prosecute such contest. Upon the termination of such legal proceedings or at any time when the Mortgagee shall deem the monies deposited with it to be insufficient security for the purpose for which they are deposited, and Mortgagor has failed to increase said deposit to a sum satisfactory to Mortgagee, then the said monies so deposited shall be applied to the payment, removal and discharge of said imposition and the interest and penalties in connection therewith, and the charges accruing to such legal proceedings and the balances; if any, shall be paid to the Mortgagor, provided that the Mortgagor is not in default under this Mortgage. In the event that such monies shall be insufficient, the Mortgagor shall forthwith pay over to the Mortgagee an amount of money sufficient, together with the monies so deposited pursuant to this paragraph to pay the same. In the event that any default by the Mortgagor under this Mortgage, the Mortgagee is authorized to use the money deposited under this paragraph to apply on account of such default or to pay the said imposition. The Mortgagor shall not be entitled to interest on the monies deposited pursuant to this paragraph.

7. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois (or other state of the situs of the real estate), deducting from the value of the mortgaged property for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by Mortgage for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Mortgagee), on this Mortgage or the Note, the holder of this Mortgage and the Note which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified by Mortgagee not less than thirty (30) days after written notice is given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises or this Mortgage and the Note secured thereby, and such agreement shall constitute a modification of this Mortgage.

8. That, if at any time the United States of America or other governmental authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the installment payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Mortgagee in the Mortgagee's



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reasonable discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Mortgagor shall be permitted to use the proceeds of any award received to restore the remaining portion of the premises; any balance not so expended shall be deposited with the Mortgagee. If prior to the receipt by the Mortgagee of any such award or payment the mortgaged property shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and of reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The receipt of any such award by Mortgagee shall not result in a change in the amount of the installment payments due under the Note and this Mortgage.

10. That the Mortgagor will transfer and assign to the Mortgagee, at any time and from time to time, in form satisfactory to the Mortgagee, the Mortgagor's interest in all leases of the mortgaged premises or portions thereof, whether now in existence or hereafter entered into, and that the Mortgagor will not assign the whole or any part of leases of the mortgaged premises or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the mortgaged premises, without the prior written consent of the Mortgagee and any assignments made in violation hereof shall be null and void. Further, as further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits and/or any and all leases and/or the rights of management of the premises all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagor further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the premises to the end that no default on the part of lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability or lessor under any lease of the premises, and the Mortgagor shall and does hereby agree to defend, indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagee, together with the reasonable costs and expenses, including reasonable attorney's fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness hereby secured, and the Mortgagor shall reimburse the Mortgagee therefore within ten (10) days of demand, together with interest at the penalty rate from the date of disbursement to the date of payment. Such indemnification shall not extend to the gross mis-conduct or willful actions of Mortgagee.

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11. That the Mortgagor and/or its beneficiaries will keep proper books of record and account in accordance with sound accounting practice; that the Mortgagee shall have the right to review the affairs, finances and accounts of the Mortgagor and/or its beneficiaries and to be informed as to the same by its officers, all at such reasonable times and intervals as the Mortgagee may desire; and that the Mortgagor will furnish to the Mortgagee within Ninety (90) days after the end of each fiscal year of the Mortgagor and/or its beneficiaries, copies of statements of income and expense of the Mortgagor and/or its beneficiaries for such fiscal year showing separately and in adequate detail the income and expense of the mortgaged property, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by an authorized financial officer of the Mortgagor and/or its beneficiaries.

12. That the Mortgagor, upon written request, shall certify within Twenty (20) days after such request, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal, interest and other charges then owing on the Note and this Mortgage and whether any offsets or defenses exist against the mortgage debt. In the event Mortgagor fails to timely so certify, Mortgagor irrevocably appoints any agent or officer of Mortgagee, its successors and assigns as Mortgagor's attorney in fact, to so certify and which certification shall be binding on Mortgagor, its beneficiaries, successors and assigns.

13. That this mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures on the premises, or any replacements thereof, or additions thereof, all proceeds of insurance on or sale thereof, and the Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security; and that the Mortgagor will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificates, extensions and renewals thereof, and such other documents as may be reasonably required by the Mortgagee to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Mortgagor shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of mortgaged premises has the right to remove, are specifically excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned by the Assignment of Rents and Leases, bearing even date herewith and given as additional security for the Note.

14. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof or any other reasonable costs, expenses or fees paid or incurred by Mortgagee as a result of a default of Mortgagor, with interest at the penalty rate from date of disbursement, shall be due from the Mortgagor to the Mortgagee upon ten (10) days notice and demand and shall be secured by this Mortgage.

15. That if any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to

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which action or proceeding the Mortgagee is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall be due from the Mortgagor to the Mortgagee upon ten (10) days notice and demand and shall be secured by this Mortgage. Together with the interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Mortgagee incurs any reasonable attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Mortgagor agrees to pay upon ten (10) days notice and demand all such costs and expenses, including reasonable attorney fees incurred by Mortgagee, together with interest thereon at the penalty rate and which sums shall be deemed also secured by the lien of this Mortgage.

16. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the mortgaged property during business hours upon reasonable notice (except in the case of emergencies in which event Mortgagee has the right to access the premises at any time without notice) at all reasonable times and, if Mortgagor is a land trust, to inspect and receive copies of said land trust file at any time.

17. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, the costs of Mortgagee's performance of the Mortgagor's covenants or agreements provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

18. That no transfer, assignment, sale, lease for a term of more than three years or a lease of any duration which includes an option to purchase, or conveyance or contract to sell the subject premises or the beneficial interest in and to Mortgagor if Mortgagor is a land trust or if the Mortgagor or the beneficiary of Mortgagor is a corporation or a partnership, no sale or issuance of shares or partnership interests will be made without the prior consent of Mortgagee. If Mortgagor is a land trust, it hereby covenants with Mortgagee that it will accept no letter of direction from its beneficiaries to take an action contrary to the provisions of this paragraph without the express written consent of Mortgagee. The making of an sale, lease of more than three years or a lease of any duration which includes an option to purchase or conveyance or a contract to sell the subject premises, the beneficial interest in and to the Mortgagor if a land trust, shares of the Mortgagor or the beneficiary if a corporation, or interest in the Mortgagor or the beneficiary if a partnership will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Mortgagee.

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19. That Mortgagor covenants and agrees to deposit at Mortgagee's request at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Mortgagee commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Mortgagor, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as subsequently requested at the option of Mortgagee, will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be for taxes and assessments on the premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned or any part thereof upon request of Mortgagee. Such deposits are to be held in escrow without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after notice and demand, thereafter deposit with Mortgagee such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposit shall be retained in escrow. In the event sums on deposit are insufficient to make a required tax payment, Mortgagee, at its sole option, may advance the additional funds needed upon ten (10) days notice unless a redemption would expire within such period and in that event then without notice. Any such advance shall be deemed secured by the lien of this mortgage and shall be due and payable upon ten (10) days notice with interest at the penalty rate. The creation of a tax escrow and the holding of funds therein shall not relieve Mortgagor of its responsibility pursuant to paragraph 6 hereof to obtain tax and assessment bills and to timely pay any such taxes or assessments on the mortgaged premises or to timely tender same to Mortgagee for payment from the escrow. Notwithstanding any provision of law, in the event Mortgagee forecloses the lien of this Mortgage, the balances of any such tax escrow account shall be set off against sums due Mortgagee from Mortgagor hereunder.

20. That together with, and in addition to, the monthly payments of interest or principal payable under the terms of the Note secured hereby, and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 19 of this Mortgage, Mortgagor will deposit, upon request, monthly with Mortgagee a sum equal to one-twelfth (1/12th) of the premiums that will next become due and payable on policies of fire, extended coverage and other hazard insurance, covering the mortgaged premises. Such sums are to be held in escrow without interest to pay said insurance premiums. In the event sums on deposit are insufficient to make a required insurance premium payment, Mortgagee, at its sole option, may advance the additional funds needed upon ten (10) days notice. Any such advance shall be deemed



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secured by the lien of this mortgage and shall be due and payable upon ten (10) days notice with interest at the penalty rate. The creation of an insurance escrow and the holding of funds therein shall not relieve Mortgagor of its responsibility pursuant to paragraph 5 hereof to obtain any insurance insuring the mortgaged premises and to timely pay the premiums thereof or to timely tender to Mortgagee the premium billings for payment from the escrow. Notwithstanding any provision of law, in the event Mortgagee forecloses the lien of this Mortgage, the balances of any such insurance escrow account shall be set off against sums due Mortgagee from Mortgagor hereunder.

21. That the whole of the principal sum and the interest of the indebtedness secured hereby shall become due at the option of the Mortgagee:

A. Upon the default in payment of any installment of principal and interest due hereunder for fifteen (15) days after notice of default; or

B. After default in the payment of any tax, water rate or assessment or other imposition for Fifteen (15) days after notice and demand; or

C. After default and upon ten (10) days notice in: (a) in obtaining and delivering the policies of insurance herein described or referred to or; (b) in reimbursing the Mortgagee for premiums it paid for such insurance, as herein provided; or (c) in paying the premiums due thereon; or

D. After default for Fifteen (15) days following the expiration of a request to furnish a statement of the amounts due on the Note and Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinbefore provided; or

E. After default for Fifteen (15) days after notice and demand in the payment of any installment of any assessments for local improvements heretofore or hereafter made which is or may become payable in installments, and may at any time affect the premises; or

F. Upon the actual or threatened waste, removal or demolition of, or material alteration, to any part of the mortgaged property in violation of any provision of this Mortgage; or

G. Upon Assignment by the Mortgagor of the whole or any part of the rents or issues and profits arising from the mortgaged property without the written consent of the Mortgagee unless such assignment shall be specifically subject and subordinate to the prior rights of the Mortgagee hereunder; or

H. Upon any general assignment made by Mortgagor, or any beneficiary of Mortgagor, for the benefit of creditors; or

I. Upon the appointment of a receiver, liquidator or trustee for Mortgagor or any beneficiary of Mortgagor, or of the mortgaged property or of any part of the mortgaged property, or the adjudication of Mortgagor or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of

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Mortgagor or any beneficiary of Mortgagor pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of Mortgagor or any beneficiary of Mortgagor, and, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by Mortgagor or any such beneficiary of Mortgagor, the failure to have the same discharged, stayed or dismissed within Ninety (90) days; or

J. Upon default or occurrence in the event of default in the observance or performance of any other covenant or agreement of the Mortgagor hereunder, or under the Note and the failure of Mortgagor to cure same or to commence and diligently pursue such cure within Fifteen (15) days of notice and complete such cure within thirty (30) days of the expiration of the notice to cure; or

22. In addition to all other provisions contained herein, Mortgagor represents that the proceeds of the Note are to be used solely for the refinancing of the real estate described on Exhibit "A".

23. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise the Mortgagee shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for the preservation, protection, repair, management and sale of the mortgaged premises, and for reasonable attorney's fees, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and other reasonable 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 reasonably deem to be 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 property; that all such expenditures shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the penalty rate from payment thereof; and that the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority; First, on account of all such costs and expenses incident to the foreclosure proceedings; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; Third, all interest and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

24. That upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint Mortgagee as Mortgagee in possession or a receiver of the mortgaged property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Mortgagor at the time of application for such Mortgagee in possession order or receiver and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a

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homestead or not; that such Mortgagee in possession or receiver shall have power to collect and impose rents, and collect issues and profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such Mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property during the whole of said period; and that the Mortgagee in possession or receiver, out of such rents, issues and profits may pay any costs incurred in the management and operation of the mortgaged property, prior and coordinate liens, if any, taxes, assessments and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

25. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage the mortgaged property may be sold in one parcel as an entirety, at the option of Mortgagee, Mortgagor hereby waiving any requirement of law to the contrary, and the Mortgagor, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the mortgaged property or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel. Mortgagor for itself and on behalf of its beneficiaries their respective successors and assigns hereby expressly waives any right at law or at equity to bar Mortgagee from being the purchaser at any foreclosure sale of the mortgaged property.

26. That any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Mortgagor or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Mortgagee may release, regardless of consideration, this Mortgage in whole or in part without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the obligations of Mortgagor or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

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27. That the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Mortgagee shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

28. Execution of Separate Security Agreement, Financing Statements, etc. Mortgagor, upon request by Mortgagee from time to time shall execute, acknowledge and deliver to Mortgagee, a Security Agreement, Financing Statement or other similar security instruments, in form reasonably satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, which in the reasonable opinion of Mortgagee is essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may reasonably request in order to perfect, preserve, maintain, continue and extend the security interest under the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document.

29. Any and all other documents conferring easement rights or other appurtenant rights upon the owner of the mortgaged premises in land lying within or beyond the perimeters of the mortgaged premises are herein collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Mortgagor hereby grants, conveys, assigns transfers and mortgages to Mortgagee; as additional security for the indebtedness secured hereby, all right and benefit of Mortgagor under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the premises. With respect to the Appurtenant Agreements, Mortgagor further agrees with Mortgagee as follows:

a. Mortgagor will perform and comply with all obligations of Mortgagor or which are otherwise imposed upon the mortgagor or which are otherwise imposed upon the mortgaged premises thereunder;

b. Mortgagor will keep the same in good standing and in effect and enforce observance and compliance by other parties thereto with their respective obligations thereunder affecting the mortgaged premises;

c. Mortgagor will not, without first having obtained the written approval and consent of Mortgagee:

i. modify or agree to any Termination of the Appurtenant Agreements or waive or relinquish any of Mortgagor's rights thereunder or any benefits thereunder which affect the premises;

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ii. exercise any right of approval or consent conferred upon Mortgagor under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Mortgagee may exercise all such powers of consent or approval on Mortgagor's behalf, full power and authority so to do being herein conferred upon Mortgagee by Mortgagor;

d. In the event Mortgagor shall receive notice from any other parties thereto of any claimed default thereunder by Mortgagor or Mortgagor's beneficiaries, or acquire any knowledge of the assertion or intended assertion of any claim against Mortgagor arising thereunder, Mortgagor will promptly advise Mortgagee thereof;

e. In the event Mortgagor shall receive notice or acquire any knowledge of any action or proceedings taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the premises, Mortgagor will promptly advise Mortgagee thereof;

f. Appropriate licenses, approvals and permits for the use or operation of the mortgaged premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and Illinois Environmental Protection Agency any other governmental regulatory body having jurisdiction.

30. Operation of Premises. Mortgagor agrees that: (a) the premises will be operated as a commercial property in accordance with the highest standards of operation; (b) the premises will at all times be properly equipped for such purpose; (c) Mortgagor will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Mortgagor will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

31. Hazardous Waste and Related Matters. Mortgagor is currently in compliance with, and will manage and operate and cause its agents and representatives to manage and operate the Premises and will cause each future tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances regulating health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies, asbestos or polychlorinated biphenyl compounds ("PCBs").

a. Mortgagor shall send to the Mortgagee no later than five (5) days after receipt by Mortgagor, any report, citation, notice or other writing by to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Mortgagor shall rectify, dispose of or remove from the Premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained therefor. Mortgagor shall keep the Premises free of any lien imposed pursuant to said laws, rules, regulations, orders, or ordinances. In the event Mortgagor fails to comply with any of the

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foregoing or commence and diligently pursue a cure within fifteen (15) days after demand by the Mortgagee to Mortgagor, and complete such cure within thirty (30) days after the expiration of said fifteen (15) day period, then Mortgagee may either (i) declare a default under this Agreement or (ii) cause the removal of the Hazardous Material from the Premises, or both. The costs of the removal shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable upon ten (10) days notice with interest thereon at the Penalty Rate from date of disbursement.

b. Mortgagor further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material at the Premises without the express written approval of the Mortgagee and compliance with all applicable statutes, ordinances and regulations. The Mortgagee shall have the right at any time and upon reasonable cause to conduct an environmental audit of the Premises at Mortgagor's sole cost and Mortgagor shall cooperate in the conduct of such environmental audit. After the occurrence of a default hereunder, Mortgagor shall give Mortgagee, its agents and employees access to the Premises to remove any Hazardous Material, provided nothing herein shall obligate the Mortgagee to take any action to remove any Hazardous Waste or to correct any violation of law on the subject premises.

c. Mortgagor shall indemnify, defend with counsel reasonably acceptable to the Mortgagee, and hold the Mortgagee free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Mortgagee in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Mortgagor of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

d. For the purpose of this Mortgage, "Hazardous Material" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter may be in effect including the laws, ordinances and regulations of the State of Illinois, its agencies and political subdivisions.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean and include "the undersigned and/or any subsequent owner or owners of the premises"; the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a trust, individual, corporation, partnership or unincorporated association"; and the word "premises" shall include the real

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estate hereinbefore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

33. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

35. Any part of the security herein described may be released by the Mortgagee without affecting the lien hereof on the remainder. The liability of the Mortgagor and any Guarantor on said Note shall continue in full force and effect until all sums due Mortgagee hereunder are paid in full and any contingent or other unliquidated liabilities are liquidated and paid. Mortgagee may, by written and signed agreement with the then record owner of said premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of this mortgage or releasing any such person from any liability for such indebtedness, and this mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time payment of the Note or interest thereof either to the maker or to any other person, or the releasing of a portion of the security hereof, or taking other or additional security for payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in anyway affect this Mortgage or the rights of the Mortgagee hereunder, or operate as a release from any liability upon said Note or said indebtedness under any covenant or stipulation herein contained.

36. Upon payment in full of all sums due Mortgagee under this Mortgage and the Note secured thereby upon written request of Mortgagor, the Mortgagee shall cause a release of this Mortgage and any related security filings to be prepared and issued to Mortgagor upon the payment to Mortgagee of its then reasonable charges and costs for preparation and issuance. In the event that this Mortgage is released and contingent on other unliquidated liabilities hereunder of Mortgagor to Mortgagee shall become liquidated, then this Mortgage and the Note secured hereby along with related security agreements shall be deemed reinstated.

37. That in the event any provisions of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or



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unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

38. Wherever herein a provision requires the consent or approval of the Mortgagee, such consent or approval shall not be unreasonably withheld or delayed.

39. If this instrument is executed by a land Trustee as Mortgagor, it shall be deemed executed by such land trustee Mortgagor not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Mortgagor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against Mortgagor by reason of anything contained in said instrument, or in any previously executed document whether or not executed by said Mortgagor as Trustee as aforesaid, relating to the premises, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder as to such land trustee Mortgagor solely. The provisions of this paragraph shall not effect the liability of any other person to Mortgagee pursuant to the terms and conditions of documents executed by such person and relating to this Mortgage.

IN WITNESS WHEREOF, this Mortgage has been duly executed the day and year first above written.

STANDARD BANK AND TRUST COMPANY  
a/t/u/t/a dated 12/1/89 a/k/a  
Trust 12414 and not personally.

By: 

DENNIS RADEK, Vice President

ATTEST:

By: 

LINDA M. KRAJEWSKI, Asst. Secretary

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STATE OF ILLINOIS  
COUNTY OF COOK  
COURT OF COMMON PLEAS

IN RE: [Illegible Case Name]  
Case No. [Illegible]

vs.

[Illegible Name]

[Illegible Name]

[Illegible Name]

[Illegible Name]

[Illegible Name]

[Illegible Name]

[Illegible Name]

[Illegible Name]

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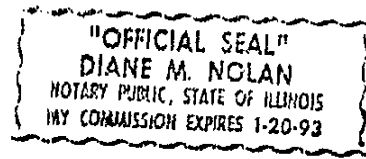
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STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, Diane Nolan, a notary public in and for and residing in said County, in the State aforesaid, do hereby certify that DENNIS RADEK and LINDA M. KRAJEWSKI, being Vice President and Asst. Secretary, respectively, of STANDARD BANK AND TRUST COMPANY, an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation as Trustee for the uses and purposes therein acknowledged that the said Assistant Secretary as custodian of the corporate seal of the said corporation did affix the corporate seal of said corporation to said instrument, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said corporation as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of January, 1990.

[Signature]
Notary Public



PREPARED BY AND MAIL TO:

JAMES B. CARROLL & ASSOCIATES
ATTORNEY AT LAW
2400 WEST 95TH STREET-5TH FLOOR
EVERGREEN PARK, ILLINOIS 60642
708-422-3766

90012529

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## EXHIBIT "A"

COMMON ADDRESS OF PROPERTY: 9300 SOUTH SANGAMON  
CHICAGO, ILLINOIS 60620

PTN: 25-05-404-004; 25-05-416-012; 25-05-416-015; 25-05-416-016;  
25-05-416-018; 25-05-416-021

### LEGAL DESCRIPTION OF REAL PROPERTY:

THAT PART OF VACATED LOTS 17 TO 20 BOTH INCLUSIVE IN BLOCK 13 AND OF VACATED SOUTH GENOA AVENUE WEST OF AND ADJOINING SAID LOTS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.00 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF SAID LOT 17; THENCE

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WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.00 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 200.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK TO THE POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

## PARCEL 2:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 80.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 80.0 FEET; THENCE WEST 168.0 FEET TO THE POINT OF BEGINNING, ALL IN THE HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

## PARCEL 3:

THAT PART OF BLOCKS 13 AND 14 AND PART OF VACATED SOUTH GENOA AVENUE ADJOINING AND LYING WEST OF BLOCK 13 AND EAST OF BLOCK 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK 13 WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION 168.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13 A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING ON THE LAND HEREIN



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DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM THE NORTH TO THE EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 81.61 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13; THENCE EAST ALONG SAID LINE AND NORTH LINE OF BLOCK 13 TO A POINT ON THE WEST LINE OF THE EAST 200.0 FEET OF SAID BLOCK; THENCE SOUTH ALONG SAID WEST LINE 169.88 FEET TO A POINT 280.0 FEET NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION 168.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS;

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO FRED P. TASNER AND BARBARA R. TASNER DATED FEBRUARY 14, 1961 AND RECORDED FEBRUARY 14, 1961 AS DOCUMENT NUMBER 18084345 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS:

A TRACT OF LAND OVER A PART OF GENDA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(A) A 30.0 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING AT A POINT IN THE NORTH LINE OF THE WEST 94TH STREET SAID POINT OF BEGINNING BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTH EAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14, 125.0 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT 97.9 FEET TO THE POINT OF TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO A POINT SAID POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND

(B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13, OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 168.0 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 17 EXTENDED TO A

POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED AS (A) ABOVE; THENCE SOUTHEASTERLY PARALLEL WITH AND 15 FEET EASTERLY FROM SAID CENTER LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 17 EXTENDED WESTERLY; THENCE EASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

**PARCEL 5:**

EASEMENT FOR THE BENEFIT OF PARCEL 2 AFORESAID AS CREATED BY GRANT FROM CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO CHATHAM BANK OF CHICAGO A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1961 ALSO KNOWN AS TRUST NO. 172 DATED FEBRUARY 14, 1962 AND RECORDED FEBRUARY 23, 1962 AS DOCUMENT NUMBER 18408759 FOR A PRIVATE DRIVEWAY ON, OVER AND ACROSS: A TRACT OF LAND OVER A PART OF GENOA STREET, NOW VACATED AND A PART OF BLOCK 14, NOW VACATED, ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(A) COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 41.75 FEET EASTERLY ALONG THE NORTH LINE OF SAID WEST 94TH STREET, FROM THE SOUTH EAST CORNER OF BLOCK 14; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF BLOCK 14 A DISTANCE OF 125.0 FEET TO A POINT; THENCE ALONG THE ALIGNMENT OF A 24 DEGREES 30 MINUTES CURVE TO THE LEFT, 97.9 FEET TO THE POINT TANGENT; THENCE NORTHWESTERLY ON A LINE TANGENT TO SAID 24 DEGREES 30 MINUTES CURVE A DISTANCE OF 159.5 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE TRACT OF LAND, THE CENTER LINE OF SAID TRACT BEGINNING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 200.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13; THENCE CONTINUING NORTHWESTERLY 26.9 FEET TO A POINT; THENCE ON THE ALIGNMENT OF A 33 DEGREES 35 MINUTES CURVE TO THE RIGHT 53.3 FEET TO A POINT BEING ON A LINE PROJECTED WESTERLY AND BEING PARALLEL WITH AND 280.0 FEET NORTHERLY FROM THE SOUTH LINE OF LOT 17, BLOCK 13, SAID POINT ALSO BEING THE TERMINATION POINT OF THE CENTER LINE DESCRIBED ABOVE; AND

(B) COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 OF SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE EXTENDED WESTERLY 163.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, 200.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED TO A POINT LYING 15 FEET EASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE 30 FOOT EASEMENT HERETOFORE DESCRIBED IN (A) ABOVE; THENCE NORTHERLY ALONG A LINE LYING 15 FEET EASTERLY OF AND PARALLEL TO SAID CENTER LINE TO A POINT IN A LINE DRAWN 230.0 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 17 EXTENDED; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE DRAWN 369.0 FEET WESTERLY FROM AND PARALLEL WITH THE

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EAST LINE OF SAID BLOCK 13; THENCE SOUTHERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING PARCELS 4 AND 5 THOSE PARTS THEREOF FALLING IN THE FOLLOWING DESCRIBED PARCEL OF LAND:  
COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 26.11 FEET EAST OF THE SOUTH EAST CORNER OF VACATED BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF VACATED SOUTH GENOA AVENUE, 129.45 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, HAVING A RADIUS OF 220.65 FEET, CONVEX TO THE EAST AN ARC DISTANCE OF 79.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE AFORESAID CURVE AN ARC DISTANCE OF 12.40 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG AND TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 190.96 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE, HAVING A RADIUS OF 174.24 FEET, CONVEX TO THE WEST AN ARC DISTANCE OF 51.16 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF AFORESAID LOT 4, A DISTANCE OF 47.29 FEET TO THE INTERSECTION WITH A LINE 398.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 13 IN THE AFORESAID ADDITION; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 239.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 7 AFORESAID AS CREATED BY GRANT FROM CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY A DELAWARE CORPORATION TO THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 16581 DATED DECEMBER 20, 1963 AND RECORDED DECEMBER 27, 1963 AS DOCUMENT NUMBER 19008850 FOR A PRIVATE DRIVE ON, OVER AND ACROSS: A TRACT OF LAND IN BLOCK 14 IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 200.0 FEET OF BLOCK 13 OF SAID ADDITION WITH THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13; THENCE WEST ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION, 108.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 230.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 95.68 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE FROM NORTH TO EAST OF 24 DEGREES 55 MINUTES 10 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 31.51 FEET TO A POINT ON THE NORTH LINE OF BLOCK 14, (WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 13); THENCE WEST ON THE NORTH LINE OF BLOCK 14 A DISTANCE OF 33.2 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 114 DEGREES 42

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MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 81.61 FEET; THENCE SOUTHERLY A DISTANCE OF 105.0 FEET MORE OR LESS TO A POINT 280.0 FEET NORTH OF THE WESTERLY EXTENSION, OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK 13 AND 239.0 FEET WEST OF THE EAST 200.0 FEET OF BLOCK 13; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 17 AND ITS WESTERLY EXTENSION A DISTANCE OF 71.0 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

## PARCEL 7:

A TRACT OF LAND WHICH INCLUDES PORTIONS OF VACATED SOUTH GENDA AVENUE (FORMERLY LOGAN AVENUE) AND VACATED WEST 93RD STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCK 14; ALL IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PORTIONS OF VACATED SOUTH MORGAN STREET AND VACATED WEST 92ND STREET TOGETHER WITH THAT PART OF VACATED LOTS AND ALLEYS IN BLOCKS 4 AND 5 IN CENTRAL ADDITION TO SOUTH ENGLEWOOD; BEING A RESUBDIVISION OF BLOCKS 2 TO 3 INCLUSIVE OF HALSTED ADDITION TO WASHINGTON HEIGHTS, AS AFOREMENTIONED, (PARTS OF WHICH WERE VACATED BY INSTRUMENTS DATED OCTOBER 15, 1889 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 18, 1889, BOOK 2706, PAGES 163 AND 164 AS DOCUMENTS 1172533 AND 1172534) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE SOUTH WEST CORNER OF LOT 16, BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS; THENCE NORTHEASTERLY ALONG THE WEST LINE OF LOT 16 TO THE NORTH WEST CORNER OF LOT 15; THENCE CONTINUING NORTHEASTERLY ALONG AN EXTENSION OF THE WEST LINE OF LOT 16 TO A POINT, SAID POINT BEING 127.37 FEET NORTHEASTERLY OF THE SOUTH WEST CORNER OF LOT 16 AS MEASURED ALONG THE WEST LINE AND ITS EXTENSION; THENCE WEST ON A LINE PARALLEL WITH AND 16 FEET NORTH OF THE NORTH LINE OF LOT 16 A DISTANCE OF 9.25 FEET TO A POINT; THENCE NORTH ON A LINE 368 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 375.68 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 81.61 FEET TO A POINT IN A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET, SAID POINT BEING 333.62 FEET WEST OF THE WEST LINE OF SOUTH SANGAMON STREET AS MEASURED ALONG SAID SOUTH LINE; THENCE EAST ALONG SAID EXTENSION OF THE SOUTH LINE OF WEST 93RD STREET A DISTANCE OF 333.62 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST 93RD STREET A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH ALONG A LINE WHICH IS 200 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 630 FEET TO A POINT; THENCE EAST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF WEST 92ND STREET A DISTANCE OF 200 FEET TO THE WEST LINE OF SOUTH SANGAMON STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH SANGAMON STREET A DISTANCE OF 66 FEET; THENCE WEST ALONG A LINE WHICH IS THE WESTERLY EXTENSION OF THE NORTH LINE OF

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WEST 92ND STREET A DISTANCE OF 255.5 FEET TO A POINT, SAID POINT BEING 100 FEET EASTERLY OF THE EASTERLY LINE OF VINCENNES ROAD AS MEASURED AT RIGHT ANGLE; THENCE SOUTHWESTERLY ON A LINE 100 FEET EASTERLY OF, AS MEASURED AT RIGHT-ANGLE, AND PARALLEL WITH THE EASTERLY LINE OF VINCENNES ROAD TO A POINT OF INTERESECTION WITH THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET A DISTANCE OF 260.89 FEET TO THE SOUTH WEST CORNER OF LOT 16 IN BLOCK 13 BEING THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTORS JOSEPH B. FLEMING AND AARON COLNOR, TRUSTEES OF THE ESTATE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY TO WARREN FRED WILHELM IN AN INSTRUMENT DATED SEPTEMBER 2, 1942 RECORDED BOOK 37792, PAGE 291, DOCUMENT 12960627 AND SUBSEQUENT CORRECTION DEED DATED JULY 18, 1944 AS FOLLOWS:

ALL THAT PART OF BLOCK 14 NOW VACATED IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, IN THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS; AND ALL THAT PART OF VACATED LOGAN AVENUE ADJOINING SAID BLOCK 14, NOW VACATED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET IN THE CITY OF CHICAGO, AT THE SOUTH EAST CORNER OF SAID BLOCK 14 NOW VACATED; THENCE EAST ALONG THE NORTH LINE OF SAID WEST 94TH STREET A DISTANCE OF 20.2 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE OF THE EAST AND WEST ALLEY IN BLOCK 13 OF SAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, EXTENDED WEST, WHICH IS 13.7 FEET EAST OF THE EASTERLY LINE OF SAID BLOCK 14, NOW VACATED, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID EXTENDED ALLEY, A DISTANCE OF 115 FEET TO A POINT WHICH IS 31.15 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE SOUTH LINE OF SAID ALLEY EXTENDED WEST; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE NORTH LINE OF WEST 94TH STREET, WHICH IS 82.65 FEET EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, MEASURED ALONG THE NORTH LINE OF WEST 94TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 94TH STREET, 94.8 FEET TO POINT OF BEGINNING.

ALSO EXCEPTING FROM THE FIRST ABOVE DESCRIBED TRACT, THAT INTEREST DESCRIBED IN A QUITCLAIM CONVEYANCE BY GRANTOR, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY TO EDITH F. EBINGER IN AN INSTRUMENT DATED DECEMBER 30, 1974 AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 94TH STREET, SAID POINT BEING 20.20 FEET EAST OF THE SOUTH EAST CORNER OF AFORESAID VACATED BLOCK 14; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 170.81 FEET TO A POINT IN THE SOUTH LINE, EXTENDED WEST OF THE EAST AND



WEST ALLEY IN BLOCK 13 OF AFORESAID HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, SAID POINT BEING 18.70 FEET EAST OF THE EASTERLY LINE OF AFORESAID BLOCK 14 AS MEASURED ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE FROM WEST TO NORTHEASTERLY OF 95 DEGREES 59 MINUTES 30 SECONDS WITH THE PROLONGATION OF THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY, A DISTANCE OF 278.75 FEET TO A POINT ON THE NORTHERLY LINE OF VACATED LOT 4 IN AFORESAID VACATED BLOCK 14; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF AFORESAID VACATED LOT 4 A DISTANCE OF 51.67 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE CENTERLINE OF A CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 19.24 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 502.15 FEET, AN ARC DISTANCE OF 38.00 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE BEING PERPENDICULAR TO THE AFORESAID TANGENT A DISTANCE OF 2.00 FEET TO A POINT, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE CENTERLINE OF THE AFORESAID SPUR TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 10.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID SPUR TRACK A DISTANCE OF 198.46 FEET TO A POINT IN THE SOUTH LINE EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY; THENCE EAST ALONG THE SOUTH LINE, EXTENDED WEST OF THE AFORESAID EAST AND WEST ALLEY A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

THE EAST 200 FEET OF THE FOLLOWING TAKEN AS A TRACT: VACATED LOTS 1 TO 9, INCLUSIVE, 17 TO 24, INCLUSIVE, AND THE VACATED PUBLIC ALLEY LYING BETWEEN SAID LOTS, IN BLOCK 13 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOTS 2, 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 5-17014 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS.

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