

UNOFFICIAL COPY

30369458 9 7 0 2 0 2 3 7 6

90276376

MORTGAGE, ASSIGNMENT OF RENTS

AND SECURITY AGREEMENT

DEPT-01 RECORDING

132.50

TM2222 TRAN 8672 06/12/90 12:18:00

#0885 # 90-276376

FIRST STATE BANK
COOK COUNTY RECORDER

THIS INDENTURE, made May 22, 1990, between FIRST STATE BANK & TRUST CO. OF PARK RIDGE, as Trustee under Trust Agreement ("Trust Agreement") dated November 17, 1989 and known as Trust Number 2080, (herein referred to as "Mortgagor") and FIRST STATE BANK & TRUST CO. OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS, Mortgagor, solely as Trustee, and ALFRED F. FALLICO, individually and as beneficiary under the Trust Agreement (collectively referred to as the "Borrower") has concurrently herewith executed a Note (herein referred to as the "Note") bearing even date herewith in the principal sum of Four Hundred Eighteen Thousand Six Hundred Fifty Dollars (\$418,650) and made payable to Mortgagee and delivered, in and by which Note the Borrower promises to pay on or before May 22, 1993 the said principal sum with interest as set forth in the Note.

This Mortgage is given to secure the existing indebtedness under the Note and also future advances authorized, if any, in the Mortgage, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise. This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property to the extent of the maximum amount secured hereby.

The terms of the Note are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provision of this Mortgage and the Note, the terms and provisions of the Note shall govern and control.

All such payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balances and the remainder to principal. All of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of the Note of the Borrower in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

HSF/7 5/17/90

-90-276376 -90-276376

32 Mail

90-276376

UNOFFICIAL COPY

9 0 3 5 9 4 5 8

HSF/7 5/17/90

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appliances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unimproved building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagee in and to said premises, property, improvements, furniture, apparatus, fittings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants

Together with all improvements thereon situated and which may hereafter be erected or placed thereon, hereditaments and appurtenances and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

- P.I.N. #04-26-200-114-1076 (Parcel 2)
- P.I.N. #17-03-203-009-118 (Parcel 1)
- P.I.N. #03-28-103-005-0000 (Parcel 5)
- P.I.N. #03-21-402-014-1080 (Parcel 4)
- P.I.N. #08-24-100-025-1078 (Parcel 3)
- P.I.N. #09-26-415-008-0000 (Parcel 5)

See Exhibit "A" which is attached hereto and made a part hereof which, with the property hereinafter described, is referred to herein as the "premises".

90363458

90276376

9 0 2 7 6 3 7 6

HSF/7 5/17/90

Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the mortgagee, under insurance policies payable, in case of

Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and to furnish to mortgagee duplicate receipts thereof within thirty (30) days after payment thereof.

Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) not remove or demolish, or alter the structural character of, any building at any time erected on the premises without the prior written consent of the mortgagee.

In addition, the Mortgagor covenants with the Mortgagee as follows:

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinafore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

90369458

90276376

90276376

90363458

4. Mortgagee shall pay to the Mortgagee monthly at the time when such monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12th) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts to be paid to be security for such premiums and other payments and to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagee for the payments required under sections 2 and 3, or may make such payments on the Mortgagee's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If, pursuant to any provisions of this mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

5. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other monies advanced by Mortgagee to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without

6. Loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

90369458

90276376

At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Notes; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or if there be more than one, any of the owners, or any beneficial interest in any trust of which Mortgagor is title holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event Mortgagor files for bankruptcy or bankruptcy and not proceedings are instituted against Mortgagor and not dismissed within thirty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event Mortgagor makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (3) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor

6. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof.

notice and with interest thereon at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

90363458

90276376

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the Notes, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Notes; fourth, principal and interest, remaining unpaid on

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

contained herein or in any other agreement of the Mortgagor with the Mortgagee.

HSF/7 5/17/90

90369458

90276376

other obligations of the Mortgagor or any of them to the Mortgagor; fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

10. 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 a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such received and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Mortgagor all leases already in existence and to be created in the future, together with all rents to become due and under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Notes or other instrument collateral hereto; and in any case the Mortgagor hereby confers on the Mortgagor the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and apply collect all rents arising from, the premises and apply such rents, at the option of the Mortgagor, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the

UNOFFICIAL COPY

6 0 3 0 9 4 5 8

HSR/7 5/17/90

90363458

90276376

Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagee; but such collection of rents shall not operate an affirmation of the tenant or lease in the event the Mortgagee's title to the premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagee in the rental or leasing thereof or any part thereof.

13. In the event of default in the performance of any of the terms, covenants and agreements herein contained, the Mortgagee, if it is the occupant of the premises or any part thereof, shall immediately surrender possession of the premises to the Mortgagee, and it shall be allowed to remain in possession, and the Mortgagee shall be as a tenant of the Mortgagee, and shall pay monthly, in advance to the Mortgagee a reasonable rental, and in the event Mortgagee defaults under such lease, Mortgagee may be disposed by the usual summary proceedings.

14. In case the premises, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or their assignee.

15. Prior to the date hereof, no portion of the properties has been used and no portion of the properties shall at any time hereafter be used by title holder or beneficiary or any tenant or any other person or entity, for any activities involving directly or indirectly the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, asbestos in any form, (b) urea formaldehyde foam insulation, (c) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; or (d) any other hazardous or toxic chemical, material, substance or waste, exposure to

9 0 2 7 6 3 7 6

HSF/7 5/17/90

20. Mortgagee shall not and will not apply for or await
 itself of any homestead, appraisal, extension, or any
 redemption, stay, extension, or exemption (laws, or any
 so-called "moratorium laws", now existing or hereafter
 enacted, in order to prevent or hinder the enforcement
 or foreclosure of this Mortgage, but hereby waives the
 benefit of such laws. Mortgagee, for itself and all
 who may claim through or under it, waives any and all
 right to have the property and estates comprising the
 premises marshaled upon any foreclosure of the lien
 hereof and agrees that any court having jurisdiction to
 foreclose such lien may order the premises sold as an
 entirety. Mortgagee hereby waives any and all rights
 of redemption from sale under any order or decree of
 foreclosure, pursuant to rights herein granted, on

19. In the event of the passage after the date of this
 Mortgage of any laws changing in anyway the laws now in
 force for the taxation of mortgages, or debts secured
 thereby, or the manner of operation of such taxes, so
 as to affect the interest of Mortgagee, then and in
 such event Mortgagee shall pay the full amount of such
 taxes.

18. This Mortgage and all provisions hereof, shall extend
 to and be binding upon Mortgagee and all persons
 claiming under or through Mortgagee, and the word
 "Mortgagee" when used herein shall include all such
 persons and all persons liable for the payment of the
 indebtedness or any part thereof, whether or not such
 persons shall have executed the Note of this Mortgage.
 The use of any gender applies to all genders. If more
 than one party is named as the Mortgagee, the
 obligation hereunder of each such party is joint and
 several.

17. Mortgagee shall release this Mortgage and the lien
 thereof by proper instrument upon presentation of
 satisfactory evidence that all indebtedness secured by
 this Mortgage has been fully paid.

16. Mortgagee has no duty to examine the title, location,
 existence, or condition of the premises, nor shall
 Mortgagee be obligated to record this Mortgage or to
 exercise any power herein given unless expressly
 obligated by the terms hereof, nor be liable for any
 acts or omissions hereunder, and it may require
 indemnities satisfactory to it before exercising any
 power herein given.

which is prohibited, limited or regulated by any
 federal, state, county, regional or local authority.

90263458

90276376

UNOFFICIAL COPY

9 0 2 7 6 3 7 6

HSF/7 5/17/90

90363458

90276376

Its: ASSISTANT TRUST OFFICER

ATTEST [Signature]

ASSISTANT TRUST OFFICER

By: [Signature]

not personally but solely as trustee as aforesaid

By First State Bank & Trust Company of Park Ridge

FIRST STATE BANK & TRUST CO. OF PARK RIDGE

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage.

First State Bank & Trust Co. of Park Ridge, Trustee, executed this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Notes secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, it any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Notes, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Notes.

behalf of the Mortgagee, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other the extent permitted by Illinois law.

9 0 2 7 6 3 7 6

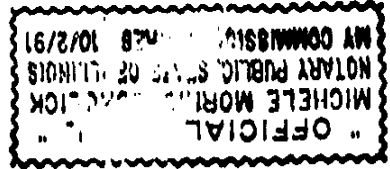
UNOFFICIAL COPY

HSF/7 5/17/90

RECORD AND RETURN TO:
Henry S. Frank
LASER, SCHOSTOK, KOJMAN & FRANK
30 N. LaSalle St., #2500
Chicago, IL 60602
(312) 641-1300

Henry S. Frank
LASER, SCHOSTOK, KOJMAN & FRANK
30 N. LaSalle St., #2500
Chicago, IL 60602

THIS INSTRUMENT PREPARED BY:



Given under my hand and official seal, this 31st day of July, 1990.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Tom Olen/Trust Officer of First State Bank & Trust Co. of Park Ridge, a state banking association, and Carolyn S. Sims, Assistant Trust Officer of said association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such/Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said association, did affix the said corporate seal of said association to this instrument as his own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

9 0 2 7 6 3 7 6

Need to re-record this mortgage document so that the recording date is the same as the Deed in Trust which I am recording. The property in the Deed in Trust is being held as collateral pursuant to the terms of this mortgage.

DEPT-01 RECORDING
147777 TRAN 8629 07/31/90 16:23:00
#2679 F * -90-369458
COOK COUNTY RECORDER

90276376

00-369458

PARCEL 1

PARCEL 1: Unit Number 121 in the First East Oak Condominium, as delineated on a survey of the following described real estate, Part of Block 6 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25035273, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

ALSO

PARCEL 2: Easements for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Covenants, Conditions and Restrictions and Easements recorded as Document 24889082, in Cook County, Illinois. Commonly known as: 2 East Oak Street, Chicago, IL

PARCEL 2

Unit 13-202 in Amner Ridge Condominium, as delineated on a survey of part of Lot 1 in Amner Ridge Subdivision, being a subdivision of part of the Northeast quarter of Section 25, and the Northeast quarter of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded in Cook County, Illinois, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document 25380479 together with its undivided percentage interest in the common elements as set forth in said Declaration.

Commonly known as: 1967 Amner Ridge, Unit 13-202, Glenview, IL

PARCEL 3

Unit Number 112 in Building Number 650 as delineated on survey of that part of the West 1/2 of the North West 1/4 (except the South 34 acres thereof) of Section 24, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the North West corner of the North West 1/4 of said Section 24; thence eastward along the North line of said Section 24, North 89 degrees 30 minutes 00 seconds East, a distance of 575.50 feet to a point being 777.12 feet West of the North East corner of the said West 1/2 of the North West 1/4 of Section 24; thence South 1 degree 29 minutes 20 seconds East, a distance of 651.01 feet to the point of beginning; thence South 1 degree 29 minutes 20 seconds East, a distance of 906.59 feet to a point on the North line of the said South 34 acres of the West 1/2 of the North West 1/4 of Section 24; thence Westward along the said North line, South 89 degrees 01 minute 09 seconds West, a distance of 291.55 feet to a point being 214.21 feet East of the West line of the North West 1/4 of said Section 24; thence North 1 degree 25 minutes 00 second West, a distance of 567.60 feet; thence South 89 degrees 30 minutes 00 seconds West, a distance of 100.02 feet; thence North 1 degree 25 minutes 01 second West, a distance of 191.42 feet; thence North 89 degrees 30 minutes 00 seconds East, a distance of 50.00 feet; thence North 1 degree 25 minutes 01 second West, a distance of 150.00 feet; thence North 89 degrees 30 minutes 00 seconds East, a distance of 340.41 feet to the point of beginning in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as trustee under Trust Number 76046 recorded in the office of the Recorder of Cook County, Illinois as Document Number 21980599; together with an undivided .53 percent interest in that part of the West 1/2 of the North West 1/4 (except the South 34 acres thereof) of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, as heretofore described (excepting from that part of the West 1/2 the North West 1/4 all the land, property and space known as Units 101 to 116 both inclusive, 118, 201 to 216 both inclusive, 218, 301 to 316 both inclusive, 401 to 416 both inclusive in Building Number 640 and Units 101 to 118 both inclusive, 201 to 218 both inclusive, 301 to 310 both inclusive, 401 to 418 both inclusive in Building Number 650 as said units are delineated in said survey, in Cook County, Illinois; Unit 112, Des Plaines, IL

Commonly known as: 650 Murray Lane, Unit 112, Des Plaines, IL

PARCEL 4

Unit No. 4-1-1 in Brandanberry Park East Condominium, as delineated on survey of Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3, and Lot 4 in Unit 4 of Brandanberry Park East as Zone, being a subdivision in the Southeast 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company as trustee under Trust Number 46142, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 2510486, and as amended by Document 2514598).

Commonly known as: 2424 E. Oakton Street, Unit 4-1-1, Arlington Heights, IL

PARCEL 5

That part of Lot 14 lying easterly and southeasterly of a line described as follows:

Commencing at a point in the North line of Lot 14, said point being 22.20 feet West of the Northeast corner thereof; thence South along a line parallel with the East line of said lot, a distance of 24.0 feet; thence Southwesterly to a point on the Southwesterly line of said lot, which is 70.72 feet West of the East line of 100.92 feet South of the North line of said lot 14, both distances measured on lines parallel with the North line and the East line thereof, respectively, all in Penny Mauchon's Subdivision of Block 8 (except the North 20.56 acres) in Brickton, a subdivision of the Southeast 1/4 of Section 26, Township 41 North, Range 12, East of the Third Principal Meridian, (except from said described premises all that part lying Southwesterly of the Northeastly line of Northwest Highway as presently improved and occupied) in Cook County, Illinois.

Commonly known as: 229-235 N. Northwest Highway, Park Ridge, IL

PARCEL 6

Lot 37 in C.H. Taylor's Arlington Town Gardens, a Subdivision of the West Half of the East Half of the North West Quarter of Section 28, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat recorded March 7, 1946 as Document No. 13735491, in Cook County, Illinois.

Commonly known as: 832 N. Forrest, Arlington Heights, IL

90276376

30363458

90363

UNOFFICIAL COPY

LASALLE SCHUBERT, FELMAN, FRANK
30 N. LASALLE St 2500
CHGO. ILL. 60612

Property of Cook County Clerk's Office

90363458