

# UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

Loan No:

## MORTGAGE

THIS INDENTURE, made September 26, 1991, between George J. Scoulas and Mary K. Scoulas, in joint tenancy

(herein referred to as "Mortgagors") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee") WITNESSETH THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Two Hundred Sixty Five Thousand and 00/100ths

dollars (\$ 265,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Nine per cent (9.00%) per annum prior to maturity, at the office of Mortgagee of Chicago, Illinois, in 6 successive monthly installments commencing October 30, 1991, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 1,960.27 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 10.00% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagors during the term of this mortgage, created, incurred, evidenced, acquired or arising, under the Note or this mortgage together with interest and charges as provided in said Note and any and all renewals of extensions or any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed; and also in consideration of One Dollar in hand paid, the receipt whereof 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 COOK and State of Illinois, to wit:

P.I.N. D4-23-302-048-1005

SEE ATTACHED FOR LEGAL DESCRIPTION

PROPERTY ADDRESS: 1700 WILDBERRY  
GLENVIEW, ILLINOIS 60025REC'D 10/1/91 RECORDING  
TAX 777 TRAN 3251 10/19/91 144.46 \$00  
\$2450 9/21/91 10/19/91 144.46 \$00  
COOK COUNTY RECORDER

## LAND TITLE CO.

RL-110224-C1

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which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and, on a prior basis, with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that no paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

(SEAL)

George J. Scoulas

(SEAL)

(SEAL)

Mary K. Scoulas

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF Cook )  
I, The undersigned, a Notary Public in and for and residing in said County,  
SS in the State aforesaid, DO HEREBY CERTIFY THAT George J. Scoulas and Nancy K. Scoulas  
who are personally known to me to be the same person whose name are subscribed to the foregoing  
Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary  
act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 26th day of September, 1991.

This document prepared by

Antoinette Marie Anderson

D. GLADSTONE-NORWOOD TRUST & SAVINGS BANK  
L. 5200 N. CENTRAL  
V. CHICAGO, IL 60630  
E. RECORDER'S OFFICE BOX NO. R

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OR ABOVE  
DESCRIBED PROPERTY HERE

1700 Wildberry

Glenview, Illinois 60025

FORM ON 11 PERSONAL USE WITH 100 FORMS

MAIL TO

1400

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**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE) OF THIS MORTGAGE.**

1. Mortgagor covenants and agrees (1) To pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due); and to furnish Mortgagor, upon request, duplicate receipts therefor; and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable in the Mortgagor; and in case of foreclosure, sale payable to the owner of the certificate of title, owner of any deficiency, any receiver or judgment holder, or any grantee in a deed; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims, demands and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagor for such purpose; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion; but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subrogated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises nor so diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law, with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagor being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagor pursuant to its written commitment; and (10) To pay when due any indebtedness which may be accrued by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property; and for the payment of taxes and special assessments occurring on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

3. The privilege is granted to make prepayments on the principal of this Note on any interest payment date after thirty days prior written notice is given hereon; that all such prepayments may be applied year-to-date or twenty per cent (20%) of the original principal amount of this Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of this Note, and no premium thereafter.

4. Mortgagor may collect late fees equal to \_\_\_\_\_% of the monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges more than \_\_\_\_\_ days in advance to cover the extra expense involved in handling delinquent payments.

5. Mortgagor agrees that Mortgagor may employ counsel for advice or other legal services at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured on the lien of this instrument; or any litigation to which the Mortgagor may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not so paid, be included in any decree or judgment as a part of said mortgage debt and shall include interest at the rate of \_\_\_\_\_ per cent (10.00) % per annum.

6. In case of default therein, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior tax abstraction, 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 forfeiture affecting said premises or contest any tax or assessment. All moneys so paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagor, in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of \_\_\_\_\_ per cent (10.00) % per annum.

7. Mortgagor making any payment hereby, autho[re]z[ing] in 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 assessment, sale, forfeiture, tax lien or title or claim thereof.

8. At the option of the Mortgagor and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgagor shall, notwithstanding anything in the Note or in this Mortgagor to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three (3) in the performance of any other agreement of the Mortgagor herein contained.

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof; there shall be allowed and included as additional indebtedness in the decree for sale all expenditure and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be reasonable, as to items to be expended after entry to the decree) of procuring all such abstracts of title, title searches and examinations; guarantee policies; Torrens certificates and similar data and documents with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title 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 transmissible title and decree with interest thereon at the rate of \_\_\_\_\_ per cent (10.00) % per annum, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrued of such right to foreclose whether or not actually commenced.

10. 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 Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successor or assigns, as their rights may appear.

11. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit 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 then value of the premises or whether the same shall then be occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption; whether they be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection of the property in whole or in part: (1) the indebtedness secured hereby, or evidenced by 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.

12. Mortgagor shall not and will not apply for or sell itself of any appraisal, valuation, map, extension or excuse, or any so-called "Monition Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosures of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all, to the best of its knowledge through or under it waives all and right to have the property and estates comprising the mortgaged premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HERIN GRANTED ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUISITION, ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor 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 Mortgagor 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 Mortgagor or its successor or assigns.

15. All rents, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to come due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, rents, issues and profits on a parity with said real estate and not separately, and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereunder, together with the right, in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, take leases for terms deemed advantageous to it, terminable or modify existing or future leases, collect said rents, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable, as it may deem proper, to enforce collection thereof, employ, retaining agents or other employees, alter or repair said premises, buy furnishings and equipment therefrom when it deems necessary, purchase adequate fire and extended coverage, and renew terms of insurance as may be determined advisable, and in general exercise all powers originally incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom, attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured; before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam or in rem. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, in its discretion, evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed is delivered, then until the expiration of the statutory period during which it may be issued, Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph.

16. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable at the option of Mortgagor, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagor may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and money expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said note and secured by these presents, and shall be payable by Mortgagor on demand, with interest at the rate of \_\_\_\_\_ per cent (10.00) % per annum. In the event Mortgagor shall elect to complete construction, Mortgagor shall have full complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

17. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgage.

18. This Mortgagor and all persons herein, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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 or this Mortgage.

19. In the event that Mortgagor or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy; or (c) admit in writing their inability to pay debts as they become due, or (d) make a general assignment for the benefit of creditors, or (e) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (f) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, or insolvency proceeding, or (g) take any action for the purpose of affecting any of the foregoing; or (g) any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagors in a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagors' assets and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagor without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institutions. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lien or claim, the Mortgagor may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

20. Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation, or other entity recognized in law or equity other than the Mortgagor or the present beneficiary or beneficiaries, (b) allow any lien or security interest to attach to the premises or the beneficial interest in the premises, other than the lien of this Mortgage, including taxes and assessments not yet due and payable (c) any articles of agreement for deed or other installment contract for deed; (d) or, beneficial interest or land contract in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagor or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgagor is conveyed, transferred, or hypothecated, in whole or in part.

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Unit No. 22-E, as delineated on the survey of the following described Parcel of real estate (hereinafter referred to as "Parcel"): That part of Block 2 in Valley Lo Unit No. 5, being a subdivision in Section 22, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing on the North line of said Block 2, at a point which is 1516.93 feet East from the Northwest corner of said Block 2, and running thence South along a line perpendicular to said North line of Block 2, a distance of 316.94 feet to a point on the Northeastly line of Wildberry Drive, which is also the point of beginning at the most Westerly corner of said part of Block 2, hereinafter described thence Southeastwardly along said Northeastly line of Wildberry Drive, being here the arc of a circle convex to the Northeast and having a radius of 80 feet, a distance of 29.27 feet; thence continuing Southeastwardly along said Northeastly line of Wildberry Drive, being a straight line tangent to said last described curved line, a distance of 111 feet to a point of curve, thence continuing Southeastwardly along said Northeastly line of Wildberry Drive, being here the arc of a circle convex to the Southwest and having a radius of 20 feet, a distance of 15.71 feet, to a point of tangency in the North line of Wildberry Drive, which is 60.50 feet North from the South line of said Block 2; thence East along said North Line of Wildberry Drive, a distance of 188.44 feet to the Northeastly line of said Block 2; thence Northeastly line of Waukegan Road), a distance of 95.85 feet, to an intersection with line 322.17 feet South from and parallel with said North line of Block 2; thence West along the last described parallel line, a distance of 162.40 feet, to an intersection with a line which intersects the North line of said Block 2, at a point which is 1652.77 feet East from the Northwest corner of said Block 2; thence North along said last described perpendicular line, a distance of 3.23 feet, and thence West along a straight line, a distance of 108.84 feet, to the point of beginning, which said survey is attached as Exhibit A, to a certain declaration of condominium made by Northwest National Bank, as Trustee under Trust Agreement dated February 2, 1971 known as Trust No. 107, and recorded in the Office of the recorder of Deeds as document No. 22381922 together with all undivided percent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration of condominium and survey, all in Cook County, Illinois.

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