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SECOND AMENDMENT TO MORTGAGE NOTE, MORTGAGE,
GUARANTY AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO MORTGAGE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS is made as of the 1st day of February, 1991 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08 (the "Trust") and LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), the sole beneficiary of the Trust (the Trust and the Partnership are hereinafter jointly referred to as "Borrower"), ROGER F. RUTTENBERG, DAVID P. BOSSY ("Bossy") and MICHAEL GEORGE (collectively, the "Guarantors"), and LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association ("Lender").

R E C I T A L S:

A. Lender agreed to loan to Borrower an amount not to exceed the sum of \$2,300,000 (the "Loan") pursuant to the terms and conditions set forth in that certain Construction Loan Agreement dated as of September 8, 1987 (the "Original Construction Loan Agreement") executed by Borrower and Lender.

B. The Loan is evidenced by that certain Mortgage Note (the "Original Note") dated September 8, 1987 in the original principal amount of \$2,300,000 made by Borrower and payable to the order of Lender, which Original Note was to have matured on July 31, 1990 (the "Original Maturity Date").

C. Pursuant to a certain Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "First Amendment") dated as of July 31, 1990 by and among Lender, Borrower and the Guarantors, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on November 1, 1990 as Document No. 905350, Lender, among other things, agreed to extend the Original Maturity Date to February 1, 1991. The Original Construction Loan Agreement, as amended by the First Amendment, is hereinafter referred to as the "Amended Construction Loan Agreement." The Original Note, as amended by the First Amendment, is hereinafter referred to as the "Amended Note." The current outstanding principal balance of the Amended Note is approximately \$2,088,300.

D. The Amended Note is secured by the following documents, each of which is dated as of September 8, 1987, and each of which has been amended by the First Amendment:

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Martin I. Behn, Esq.
Greenberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

P.I.N. 30-19-218-022

Street Address:
777 River Oaks Drive
Calumet City, Illinois

Old Poll Box 15
T-1 # 233302

Box 15

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ADDITIONAL INFORMATION

INVESTIGATION REPORT
DATE: 10/15/2011
BY: [Name]
SUBJECT: [Subject]

Property of Cook County Clerk's Office

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On 10/15/2011, [Name] was interviewed at [Location]. [Name] advised that [Description of events]. [Name] stated that [Additional details]. [Name] provided the following information: [List of items or details]. [Name] advised that [Final statement].

Investigation completed on 10/15/2011.
By: [Name]

10/15/2011

81102232
[Name]
[Address]
[City, State, Zip]

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(i) Construction Mortgage and Security Agreement made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495832 creating a first mortgage lien on certain improved real estate located in Calumet City, Illinois and legally described in Exhibit A hereto (the "Property") (said Mortgage, as amended by the First Amendment, is hereinafter referred to as the "Amended Mortgage");

(ii) Assignment of Rents and Leases made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495833;

(iii) Security Agreement (Chattel Mortgage) made by Borrower, as Debtor, to Lender, as Secured Party.

The aforementioned documents, as amended, and the Amended Construction Loan Agreement are hereinafter referred to collectively as the "Amended Loan Documents".

E. Pursuant to a certain Guaranty dated as of September 8, 1987, as amended by the First Amendment, (the "Amended Guaranty"), the Guarantors guaranteed (i) the due and punctual payment by Borrower of all amounts provided for in the Amended Note, the Amended Mortgage and the other Amended Loan Documents, and (ii) the due, punctual and full performance by Borrower of all covenants to be performed and observed by Borrower pursuant to the terms of the Amended Note, the Amended Mortgage and the other Amended Loan Documents.

F. Borrower has requested that Lender, among other things, amend the repayment terms of the Loan and extend the Original Maturity Date to December 1, 1991.

G. Lender has agreed to such modifications subject to the terms and conditions hereof.

NOW THEREFORE, in order to induce Lender to amend the repayment terms of the Loan and to extend the Original Maturity Date, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower, the Guarantors and Lender agree as follows:

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

2. Maturity Date. The maturity date of the Amended Note is hereby extended from February 1, 1991 to December 1, 1991.

3. Loan Expenses. Borrower hereby agrees to pay an additional loan fee to Lender in the amount of \$5,220.75 (the "Extension Fee") and all of Lender's reasonable attorney's fees incurred in connection with the negotiation and documentation of the agreements contained in this Second Amendment, all recording fees and charges, title insurance charges and premiums, and all

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State of Illinois, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Notary Public for Cook County, Illinois

Subscribed and sworn to before me this _____ day of _____, 19____, at _____, Illinois.

Notary Public for Cook County, Illinois

My commission expires _____

Notary Public for Cook County, Illinois

My commission expires _____

Notary Public for Cook County, Illinois

My commission expires _____

Notary Public for Cook County, Illinois

My commission expires _____

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other expenses, charges, costs and fees referred to in or necessitated by the terms of this Second Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within five (5) days after written demand therefor by Lender, they shall bear interest from the date so incurred until paid at the default rate provided in the Amended Note.

4. Repayment of Loan. Notwithstanding anything to the contrary contained in the Amended Note or any of the other Amended Loan Documents, the outstanding principal balance of the Loan and interest thereon shall be paid in the following manner:

(i) On the date hereof, \$100,000 of the outstanding principal balance of the Loan, together with the accrued and unpaid interest on said principal balance, shall be immediately due and payable.

(ii) From and after the date hereof, interest on the outstanding principal balance of the Loan shall accrue at an annual rate of interest (the "Loan Rate") equal to one-half percent (.50%) plus Lender's "reference rate" (the "Reference Rate") of interest in effect from time to time. Commencing on the first business day of March 1991, and on the first business day of each month thereafter through and including the first business day of November 1991, all accrued and unpaid interest (which interest shall be accruing at the Loan Rate defined above) on the outstanding principal balance of the Loan shall be due and payable.

(iii) The outstanding principal balance of the Loan, if not sooner declared to be due in accordance with the terms hereof, together with a release fee equal to \$20,880 (the "Release Fee"), all accrued and unpaid interest and any other amounts owing by Borrower to Lender, shall be due and payable in full on December 1, 1991.

5. Additional Disbursements. Borrower shall not be entitled to reborrow any portion of the principal balance of the Loan that is repaid, nor shall Borrower be entitled to borrow any portion of the Loan that has not been disbursed as of the date hereof.

6. Pledge Agreement. In order to provide additional security for the payment and performance of the obligations of Borrower under the Amended Loan Documents and of the Guarantors under the Amended Guaranty, the Guarantors and others shall grant to Lender a first lien and security interest in and to all of such persons' right, title and interest in and to the marketable securities, bonds and other collateral described in that certain Pledge Agreement of even date herewith (the "Pledge Agreement") by the Guarantors and Lender. As additional security for such obligations, Bossy and his spouse, Deborah J. Bossy, shall grant to Lender a first mortgage on certain property commonly known as 106 North Lake Shore Drive, Lake Geneva, Wisconsin (the "Bossy

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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Notary Public in and for the State of Illinois

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Property"), pursuant to a certain Mortgage to be executed concurrently with the execution of this Second Amendment (the "Bossy Mortgage"). Lender hereby agrees to release the Bossy Mortgage upon receipt of an additional pledge of cash collateral of no less than \$121,875. Bossy shall also deliver to Lender a title policy (the "Bossy Title Policy") issued by a title company satisfactory to Lender in the amount of \$500,000 insuring that the Bossy Mortgage shall be a first lien on Bossy's fee simple title to the Bossy Property, subject to no liens, claims, exceptions or encumbrances except as otherwise permitted by Lender and containing such endorsements as are required by Lender.

7. Required Deliveries. Lender's consent to the modifications of the terms and provisions of the Amended Note and the Amended Loan Documents as set forth herein shall be subject to Borrower and each Guarantor having delivered or causing to be delivered to Lender the following, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment;
- (b) The Pledge Agreement;
- (c) An opinion of the attorney for Borrower and each Guarantor in form and content satisfactory to Lender and Lender's counsel;
- (d) Certified copies of partnership and/or corporate resolutions adopted by each general partner of the Partnership, authorizing the execution and delivery of this Second Amendment;
- (e) Payment of the Extension Fee and the other Additional Loan Expenses, including without limitation, Lender's reasonable attorneys fees;
- (f) The delivery to Lender of such additional endorsements to Ticor Title Insurance Company of California to Loan Policy No. 233302 (the "Title Policy") as Lender may reasonably require, including, without limitation, an endorsement or endorsements which (i) amend the description of the Amended Mortgage insured under the Title Policy to include the First Amendment and this Second Amendment, (ii) extends the effective date of the Title Policy to the date of the recording of this Second Amendment and (iii) insures the priority of the lien of the Amended Mortgage as security for the payment of the Release Fee;
- (g) The Bossy Mortgage and Bossy Title Policy; and
- (h) Such other documents as Lender may reasonably require.

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8. References. All references to the Note, the Mortgage, the Guaranty and the other Loan Documents contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents shall be deemed to refer to each of such documents as further amended by this Second Amendment.

9. Reaffirmation of Representations and Warranties. Borrower and each Guarantor hereby certify that each of their respective representations and warranties contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, as amended by this Second Amendment, is true, complete and correct in all respects.

10. Authority. Borrower and each Guarantor represent and warrant that each has full power and authority to execute and deliver this Second Amendment and to perform their respective obligations hereunder. Upon the execution and delivery thereof, this Second Amendment will be valid, binding and enforceable upon them. Execution and delivery of this Second Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower, or any Guarantor is a party or is bound or which is binding upon or applicable to the Property or any portion thereof.

11. No Default. Borrower and the Guarantors represent and warrant to Lender that as of the date hereof no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Amended Note, the Amended Mortgage, the Amended Guaranty or any of the other Amended Loan Documents.

12. No Defenses. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower, any Guarantor or the Property, or which would prevent Borrower, or any Guarantor from complying with or performing his or its respective obligations under the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, all as amended by this Second Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

13. Ratification of Amended Loan Documents. Each Borrower hereby ratifies and confirms their respective liabilities and obligations under the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Second Amendment, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims or set-offs to the enforcement thereof by Lender.

14. Ratification of Amended Guaranty. Each Guarantor hereby consents to the execution and delivery by Borrower of this Second Amendment. Each Guarantor hereby ratifies and confirms its liabilities and obligations under the Amended Guaranty, as amended

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State of Illinois
County of Cook

Know all men that I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois.

Witness my hand and seal of office this _____ day of _____, 19____.

Clerk of Cook County

Notary Public

Notary Public

Notary Public

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by this Second Amendment, with respect to the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Second Amendment, and acknowledges that he has no defenses, claims or set-offs to the enforcement thereof by Lender.

15. Successors and Assigns. This Second Amendment shall be binding upon Borrower and each Guarantor and their respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

16. Binding Effect. Except as expressly provided herein, the Amended Note, the Amended Guaranty, the Amended Mortgage and the other Amended Loan Documents shall remain in full force and effect in accordance with their respective terms.

17. Counterparts. This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01/10/2001 BY 60322 UCBAW/STP

DATE 01/10/2001 BY 60322 UCBAW/STP

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DATE 01/10/2001 BY 60322 UCBAW/STP

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IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee as aforesaid

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

By: [Signature] Paul Johnson
Title: _____

Attest: [Signature]
Title: _____

LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership

By: Lakewest Equity Properties II, an Illinois limited partnership, as general partner

By: Lakewest Equity, Inc., an Illinois corporation, as general partner

By: [Signature]
Title: _____

Attest: [Signature]
Title: _____

[Signature]
GUARANTORS:
[Signature]
Roger F. Ruttenberg

David P. Bossy

Michael George

LENDER:

LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association

By: _____
Title: _____

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IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee as aforesaid

By: _____
Title: _____

Attest: _____
Title: _____

LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership

By: Lakewest Equity Properties II, an Illinois limited partnership, as general partner

By: Lakewest Equity, Inc., an Illinois corporation, as general partner

By: _____
Title: _____

Attest: _____
Title: _____

GUARANTORS:

Roger F. Ruttenberg

David P. Bossy

Michael George

LENDER:

LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association

By: _____
Title: _____

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IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally or
individually, but solely as Trustee as
aforesaid

By: _____
Title: _____

Attest: _____
Title: _____

LAKE RIVER OAKS PROPERTIES LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Lakewest Equity Properties II, an
Illinois limited partnership, as
general partner

By: Lakewest Equity, Inc., an
Illinois corporation, as
general partner

By: _____
Title: _____

Attest: _____
Title: _____

GUARANTORS:

Roger F. Ruttenberg

David P. Bossy

Michael George

LENDER:

LASALLE NATIONAL BANK (formerly known
as Exchange National Bank of Chicago),
a national banking association

By: Jana H. Clark
Title: Assistant Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

L. M. SOVIENSKI

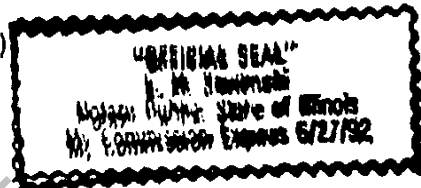
I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johansen, the Second Vice President of American National Bank and Trust Company of Chicago (the "Bank"), and Gregory S. Kasprzyk, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and ASSISTANT 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 Bank, as Trustee, for the uses and purposes therein set forth.

APR 8 1991

GIVEN under my hand and Notarial seal, this day of 1991.

L. M. Sovienksi
NOTARY PUBLIC

(SEAL)



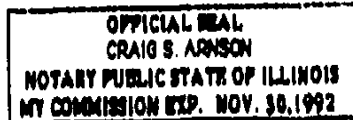
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Craig S. Arnsen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger F. [unclear] and Wm. A. Naughton as the President and Assistant Secretary of Lakewest Equity, Inc., an Illinois corporation (the "Corporation"), for such Corporation as a general partner of Lakewest Equity Properties II, an Illinois limited partnership ("Lakewest Equity II"), for and as a general partner of Lake River Oaks Properties Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Corporation as general partner as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of April, 1991.

Craig S. Arnsen
NOTARY PUBLIC

(SEAL)

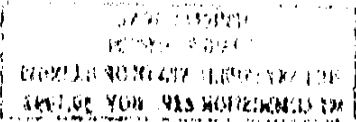
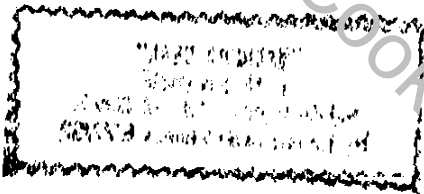


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Craig S. Aranson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROGER F. RUTTENBERG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of April, 1991.

Craig S. Aranson
NOTARY PUBLIC

(SEAL)

OFFICIAL SEAL
CRAIG S. ARANSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 30, 1992

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Craig S. Aranson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID P. BOSSY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of April, 1991.

Craig S. Aranson
NOTARY PUBLIC

(SEAL)

OFFICIAL SEAL
CRAIG S. ARANSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 30, 1992

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OFFICIAL SEAL
JANUARY 1971
COMMISSIONER OF STATE OF ILLINOIS
JANUARY 1971

OFFICIAL SEAL
JANUARY 1971
COMMISSIONER OF STATE OF ILLINOIS
JANUARY 1971

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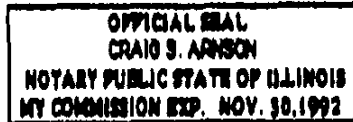
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Craig S. Arns, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL GEORGE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of Aug, 1991.

Craig S. Arns
NOTARY PUBLIC

(SEAL)



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rae Rivero, Notary Public in and for said County, in the State aforesaid, do hereby certify that Sass H. Clark, the Asst Vice President of LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago) (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of April, 1991.

Rae Rivero
NOTARY PUBLIC

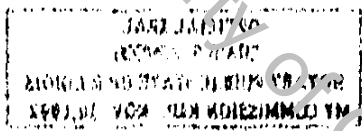
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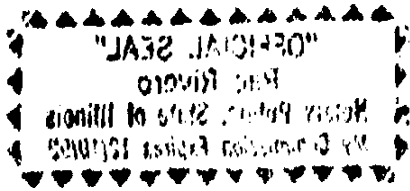
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 6, 7, 9, 10 and 12, also the North 40 feet of Lots 8 and 11, all in Hoover School First Addition of that part lying South of Michigan City Road, (Schrum Road) as dedicated in Document 11,245,758, of the East 613.72 feet of the North West 1/4 of the North East 1/4 of the North East 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, except the East 33 feet thereof dedicated for Mackinac Avenue by Plat Document No. 16,256,941.

Permanent Tax Number: 30-19-218-022

Volume: 225

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DEPT-01 RECORDING 124.00
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Volume A *-91-168598
COOK COUNTY RECORDER

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Box 15

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Property of Cook County Clerk's Office

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Box 15