## UNOFFICIAL COPY,

## HOME EQUITY LINE MORTGAGE

**BOX 169** 

GLENCOE NA.
233 Park Avenue, Glencoe, Hilnois 80072
(708) 835-6400
500 Blookie Blvd., Narthbrook, Illinois 80065
(708) 291-0400

GRANTOR	DORROWER TO BE A PROPERTY OF BORROWER TO BE A PROPERTY OF THE
David M. Nudell Sharon &X. Nudell James 16	David M. Mudell Sharon M. Mudell
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984 Vernon Ave. Glendoe, II, 60022 TELEPHONE NO. IDENTIFICATION NO.	984 Vernon Ave, Glengos, IL 60022 TELEMONERO, IDENTIFICATION NO. 708-803-4500 332-42-8255

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schodule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, iloenses and other agreements; rente, leaves and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and orops pertaining to the real property (output little).

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, Indebtedness, liabilities, obligations and coverants (cumulatively "Obligations") to Lander pursuant to:

(a) this Mortgage und "se following promissory notes and other agreements:

INTEREST	CREDIT LIMIT	FUNDING/ BTAG THEMENDA	MAYNINITY" DATE	CUSTOMER HOMBER	HUMERA
VARIABLE	1992 JUI 3	07/30/93 PM 1: 23	9256	0.9.6	

- (b) all renewals, extensions, amendments, no diffications, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 3. PURPOSE. This Mortgage and the Obligations derunned herein are executed and incurred for consumer purposes.
- 4. FUTURE ADVANCES. This Marigage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit four's described in paragraph 2. The Morigage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such any consistency or to be made at the option of Lender to the same extent as it such future advances were made on the date of the execution of this doring as, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness equired by this hum age under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so recured shall not exceed 200% of the principal amount stated in paragraph 2.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secure i the epayment of all amounts expended by Lender to perform Crantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, restrants and covenants to Lender that:
    - (a) Grantor shall maintain the Property free of all liens, security interests, encur brances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and (noorporated herein by relation) 4;
    - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party his and, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported and Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" hall mean any hazardous waste, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governments, authority including, but not limited to, (i) petfoliants or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or is substances and the covery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Bection 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
    - (c) Grantor has the right and is duly authorized to exocute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of taw, contract or other agreement which may be binding on Grantor at any time;
  - (d) No action or proceeding is or shall be pending or threatened which might materially affact the Property; and
  - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or unit, enterment which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person wir, out the prior written approved of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its Interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material brench by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and incurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mongage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of say insurance condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apert from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, emission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 11. USE AND MAINTENANCE OF PROPERTY. Granter shall take all actions and make any repairs needed to maintain the Property in good condition. Granter shall not commit or permit any waste to be committed with respect to the Property. Granter shall use the Property exists in compilance with applicable taw and insurance policies. Granter shall not make any alterations, additions or improvements to the Property without Lender's prior written possent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Granter's sole expense.

REI TITLE CLURANTY ORDER # (\* 5575) 444

13. INSURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, thett. flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies chall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 26 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and estring claims under insurance policies, cancelling, any policy or endorsing Grantor's name, on any death or cancellable instrument deswit by any lenger. All such under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of lose, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the xoning provisions or private oversints affecting the Property.

15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' tees, legal expenses and other costs (including appraisal tees) in connection with the condemnation or eminent domain proceedings in id then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to replace or repair the Property.

16. LENDER'S RIGHT TO COMMENCE OR DEPEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proveding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other provedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistalle, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender mem taking the actions described in this paragraph in its own name.

Tr. INDEMINIFICATION. Lender shall not (escume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any discumstances. Grantor shall immediately ordivide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, demages, liabilities (including attorneys) fees and legal expenses), causes of action, actions, salts and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Métholais). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and cither costs incurred in connection therewith. In the afternative, Londer shall be actitled to employ its own legal counsel to defend such Claims at G. sntor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreologue of this Mortgage. 17. INDEMNIFICATION. Lender shall not resume or be responsible for the performance of any of Grantor's Obligations with respect to the Property

18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and expense relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfith (1/12) of the estimater and annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the runt's so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due data thereof.

19. INSPECTION OF PROPERTY, SOOKS, RECORDS AND REPORTS. Cray for shall allow Lender or its agents to examine and inspert the Property The inspect and make copies of Grantor's books and records perialning to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained the Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its content and records perialning to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be conditioned to the periods, shall reflect Grantor's records at such time, and shall be conditioned to Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all response.

20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged elatement specifying (a) are outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation) and, if so, the nature of such claims, defenses, counterclaims. Grantor will be conclusively bound by any representation that Lander may ninke to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.

21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower;

(a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of this Microgage, including, but not limited to, false statements made by Grantor about Grantor's Income, sessets, or any other aspects of Grantor's tinancial contition;
(b) falls to meet the repayment terms of the Obligations; or
(c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property or 'entire's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lander's consent, falling to maintain any precise or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the rating of the Property through the amount domain, allowing the Property to be foreclased by a lienholder other than Lender, committing waste of the Property to seizure or confiscation. confiscation.

22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
(b) to declare the Obligations immediately due and payable in full;
(c) to collect the outstanding Obligations with or without resorting to judicial process;
(d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

(e) to collect all of the rents, lesues, and profits from the Property from the date of default and thereafter;
(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
(g) to foreclose this Mortgage;
(h) to set-off Grantor's Obligations against any amounts due to Leader including, but not limited to, monles, instruments, and deposit accounts

maintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, presenting and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not fimited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Colligations; and then to any third party as provided by law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise bo entitied under any applicable law.

- 26. COLLÉCTION COSTS. II L entorothic any right or remedy under this Mortgage, Granter agross to pay Lender's reasonable
  - 26. SATISFACTION. Upon the payment in full of the Obligatione, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in m., Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the emounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remades described in this Morigage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous ilen, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AND WAIVER. The modification of waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signe a by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations of 1) has. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected to independ any of the constitution of the constitution
- 33. SUCCESSORS AND ASSICNZ. This Martgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, citiz nistrators, personal representatives, legetees and devisees.
- 34. NOTICES. Any notice of biner born remication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Morigage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given these (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Mortge je violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 38. APPLICABLE LAW. This Mortgage shall be governed by the taws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time is a une essence. Grantor walves presentment, demand for payment, notice of dishonor and protost except as required by law. All references to Grantor in the Mortgage shall include all persons algoing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walves any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents. to a second by \$1

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38. ADDITIONAL TERMS.

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Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortonge

Dated: JULY 20,

CHANTOR David M.

GRANTOR

GRANTOR

State of Illinois LINOFFIC	A COPY
County of Cook	County ofss.
the undersigned a notary	, a notary
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that David M. & Sharon L. Nudell personally known to me to be the same person whose name	personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me	subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged thatthe	this day in person and scknowledged that he free signed, sealed and delivered the said instrument as free
and voluntary act, for the uses and purposes herein set forth.	and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official seal, this 20th day of July 1982	Given under my hand and official seal, this day of
Notably Public	Notary Public
•	Notary Public Commission hxpires:
Continues on expires;	Continues Apries.
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The street address of the Property (I applicable) is:	"OFFICIAL SEAL"
Glencos, IL 60022	July Parrong
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This instrument was prepared by: Jill Strong

After recording return to Lender.

LP-ILBOB ® FormAtion Technologies, inc. (2/25/80) (800) 937-3798

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## LEGAL DESCRIPTION

THAT PART OF LOT 1 IN BLOCK 46 IN FIRST ADJUTION TO GLENCOE IN SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 4 IN OWNERS SUBDIVISION OF ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SCUTATRLY LINE OF GREEN BAY ROAD AS DEDICATED BY INSTRUMENT RECORDED DECEMBER 31, 1917 IN BOOK 151 PAGE 23 AS DOCUMENT 6254742 AND NORTH OF THE NORTH LINE OF SKOKIE PLAD AS DEDICATED BY INSTRUMENT RECORDED JUNE 27, 1918 AS DOCUMENT 6349324 AND EAST OF A LINE 815.10 FEET EAST OF AND FARALLEL WITH THE WEST LINE OF SAID SECTION 6 AND WEST OF THE WEST LINE OF BLOCK 46 IN GLENCOE AND WEST OF THE SOUTHERLY LINE OF VIRNON AVENUE MORTH OF SAID BLOCK 46 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON MUNIHEASTERLY LINE OF SAID LOT 1, 34 FEET NORTHWESTERLY OF SOUTHEASTERLY CORNER THEREOF; THENCE SOUTHWESTERLY PARALLEL WITH SOUTHEASTERLY LINE OF SAID LOT 1, 73.07 FERT TO A LINE 80 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF SAID LOT 4, THE CE WEST ALONG SAID PARALLEL LINE 115.85 FEET TO A LINE 73.30 FEET EAST OF AND PARALLEL WITH WEST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID PARALLEL LINE 80.05 FERT TO THE NORTH LINE OF SAID LOT 4; THENCE TAION AUNTY, TILL EAST ALONG THE NORTH LINE OF SAID LOVE AND SAID LINE EXTENDED 152.40 FEET TO THE NORTHEASTERLY LINE OF LOT 1; THENCE SOUTHEASTERLY ALONG THE SAID NORTHEASTERLY LINE 47.15 FEET TO POINT OF BEGINNING IN SOM COUNTY, ILLINOIS.