

UNOFFICIAL COPY

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SEB 296050/9966W

SECOND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS SECOND MODIFICATION, dated as of the 29th day of May, 1992, is executed by CHICAGO TITLE AND TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated May 21, 1980 and known as Trust No. 1077606 ("Mortgagor") and ALBERT J. LuVALLE and FRANK DiJOHN (collectively, "Beneficiary") to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

RECITALS:

A. Mortgagor, HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, not personally or individually, but as Trustee under Trust Agreement dated December 7, 1973 and known as Trust No. 35794 ("Harris") and RIVER FOREST STATE BANK AND TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated May 3, 1976 and known as Trust No. 2101 ("River Forest") (Mortgagor, Harris and River Forest are hereinafter collectively referred to as "Trust") executed and delivered to Mortgagee that certain Principal Note dated January 31, 1989, in the principal amount of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$1,850,000.00) DOLLARS ("Principal Note").

B. Trust and Mortgagee did, by First Modification of Principal Note ("First Note Modification") dated as of September 30, 1989 modify and amend the Principal Note to, among other things, increase the amount of the Principal Note to TWO MILLION SEVENTY-TWO THOUSAND TWO HUNDRED AND NO/100 (\$2,072,200.00) DOLLARS.

C. Trust and Mortgagee did, by Second Modification of Principal Note dated of even date herewith ("Second Note Modification"), modify the Principal Note by, among other things, changing the interest rate to be charged under the Note under certain circumstances and extending the Maturity Date to January 1, 1999. The Principal Note, First Note Modification and Second Note Modification are hereinafter collectively referred to as the "Note".

DEPT-D1 RECORDING 149.50
142222 TRAN 8393 09/15/92 12:55:00
17043 # A *-92-681781
COOK COUNTY RECORDER

THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Sue E. Berman
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

KRW File No. 2441.220
Box 340

PERMANENT INDEX NUMBERS:

- 15-12-400-003
15-12-400-010
15-12-400-011
15-12-400-012

92681781

PROPERTY ADDRESS:

7411, 7419 and 7431
W. Franklin Street
Forest Park, Illinois

Handwritten signature/initials

Vertical handwritten text: 1890107

Handwritten number: 343

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APPROVED

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

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D. As security for the Principal Note, Trust executed and delivered to Mortgagee a Mortgage and Security Agreement dated concurrently with the Principal Note, and recorded on February 22, 1989 with the Recorder of Deeds, Cook County, Illinois as Document No. 89079508 ("Mortgage and Security Agreement"), encumbering the real estate described on Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

E. Trust, Beneficiary and Mortgagee did, by First Modification of Mortgage, Assignment of Rents and Leases, Construction Loan Agreement, and Other Loan Documents dated as of September 30, 1989 and recorded on November 13, 1989 with the Recorder of Deeds, Cook County, Illinois as Document No. 89537678 ("First Mortgage Modification"), modify and amend the Mortgage and Security Agreement to refer to the Principal Note as modified by the First Note Modification. The aforesaid Mortgage and Security Agreement and First Mortgage Modification are hereinafter collectively referred to as the "Mortgage".

F. For the purpose of securing payment of the indebtedness evidenced by the Principal Note, the Trust and Beneficiary executed and delivered to Mortgagee a certain Assignment of Rents and Lessor's Interest in Leases dated concurrently with the Principal Note which was recorded on February 22, 1989 with the Recorder of Deeds, Cook County, Illinois as Document No. 89079509 ("Assignment of Rents"). The Assignment of Rents was modified by the First Mortgage Modification. The Assignment of Rents, as modified by the First Modification is hereinafter referred to as the "Assignment".

G. Harris and River Forest have transferred title to their portion of the Property to Mortgagor.

H. Mortgagor, Beneficiary and Mortgagee have agreed to modify the Mortgage, Assignment and other loan documents executed in connection with the loan evidenced by the Principal Note ("Other Loan Documents") to refer to the Note as amended by the Second Note Modification.

NOW, THEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The aforesaid recitals are hereby incorporated into this Second Modification of Mortgage as if fully set forth in this Paragraph 1.

2. Amendment. The Mortgage, Assignment and Other Loan Documents shall be deemed to secure and refer to the Note as amended by the Second Note Modification.

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3. Transfer of Property. Any reference in the Mortgage, Assignment or Other Loan Documents to the Trust shall be deemed to refer to the Mortgagor, Mortgagor agrees to assumes all liabilities and obligations of Harris and River Forest pursuant to the Mortgage, Assignment and Other Loan Documents.

4. Reaffirmation. Mortgagor hereby reaffirms and agrees to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage, Assignment and Other Loan Documents, as modified hereby.

5. Warranties and Representations. There exists no event which, with the giving of notice or passage of time, or both, would become a default under the Note, Mortgage, Assignment or Other Loan Documents. All representations and warranties contained in the Mortgage, Assignment and Other Loan Documents are hereby remade and are hereby certified by Mortgagor and Beneficiary to be true and correct as of the date hereof.

6. Governing Law. This agreement shall be governed and construed under the laws of the State of Illinois.

7. Inconsistency. Except as modified herein, the terms, conditions and covenants of the Mortgage, Assignment and Other Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Second Modification and the Mortgage, Assignment and Other Loan Documents, the terms herein shall control.

8. Effective Date. This Second Modification shall only be effective upon: the execution, delivery and acceptance hereof by the undersigned and the recording hereof; the execution and delivery of the Second Note Modification dated of even date herewith; the receipt by Mortgagee of such title insurance endorsements as Mortgagee shall request; the receipt by Mortgagee of any amount, including an extension fee due from Mortgagor and Beneficiary; and the execution of the Consent of Guarantors attached hereto.

9. Chicago Title and Trust Company Exculpation. This Second Modification is executed by CHICAGO TITLE AND TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated May 21, 1980 and known as Trust No. 1077606, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by CHICAGO TITLE AND TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against CHICAGO TITLE AND TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Second Modification.

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March 20, 1900

Received of the undersigned the sum of \$100.00 for the purpose of the purchase of the land described in the foregoing instrument, and the receipt is hereby acknowledged.

Witness my hand and the seal of the County of Cook, Illinois, this 20th day of March, 1900.

John J. [Name], Clerk of Cook County, Illinois.

Attest my hand and the seal of the County of Cook, Illinois, this 20th day of March, 1900.

John J. [Name], Clerk of Cook County, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this 20th day of March, 1900.

John J. [Name], Clerk of Cook County, Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification as of the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
not personally or individually,
but as Trustee under Trust
Agreement dated May 21, 1980 and
known as Trust No. 1077606

ATTEST:

Mano
Its: ASST. SEC.

By: *Steven Fichel*
Its: ASST. V.P.

Frank DiJohn
Frank DiJohn

Albert J. LaValle
Albert J. LaValle

ACCEPTANCE

Boulevard Bank National Association, a national banking association, as the Mortgagee under the Mortgage and as the assignee under the Assignment, hereby accepts and approves the foregoing Second Modification.

Dated as of May __, 1992.

BOULEVARD BANK NATIONAL ASSOCIATION

ATTEST:

[Signature]
Its: *[Signature]*

BY: *Angela H. [Signature]*
Its: Assistant Vice President

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Book 1000, p. 100

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 10th day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

Property of Cook County Clerk's Office

1000-100

COOK COUNTY CLERK'S OFFICE

CHICAGO, ILLINOIS

CONSENT OF GUARANTOR

The undersigned, Frank DiJohn, as guarantor of that certain Promissory Note Revolving Fixed Maturity dated August 31, 1988 executed by Farmington Meat Company, Inc., an Illinois corporation, as amended by that certain First Modification of Promissory Note Revolving Fixed Maturity and Loan Documents dated as of January 31, 1989, does hereby consent to the terms and conditions of this Second Modification, and agrees and covenants to and for the benefit of Mortgagee that the Guaranty dated as of August 31, 1988 executed by the undersigned ("Guaranty") shall be unaffected by any of the provisions contained in the aforesaid modifications, and that the Guaranty shall be and remain in full force and effect, without decrease or diminution of any kind, in accordance with the original terms and tenor thereof.

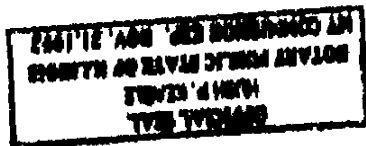
Dated as of ~~May~~ ^{June 27}, 1992.

Frank DiJohn
Frank DiJohn

STATE OF)
) SS
COUNTY OF)

I, HUGH P. KRABER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank DiJohn appeared before me this day in person and acknowledged that he signed and sealed 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 27th day of June, 1992.



Hugh P. Kraber
Notary Public

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 01/11/01 BY 60322 JRS/STP

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SEB 293150/9966W

CONSENT OF GUARANTOR

The undersigned, Albert LaValle, as guarantor of that certain Promissory Note Revolving Fixed Maturity dated August 31, 1988 executed by Farmington Meat Company, Inc., an Illinois corporation, as amended by that certain First Modification of Promissory Note Revolving Fixed Maturity and Loan Documents dated as of January 31, 1989, does hereby consent to the terms and conditions of this Second Modification, and agrees and covenants to and for the benefit of Mortgagee that the Guaranty dated as of August 31, 1988 executed by the undersigned ("Guaranty") shall be unaffected by any of the provisions contained in the aforesaid modifications, and that the Guaranty shall be and remain in full force and effect, without decrease or diminution of any kind, in accordance with the original terms and tenor thereof.

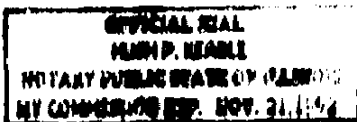
Dated as of ^{June} ~~May~~ 21, 1992.

Albert J. LaValle
Albert LaValle

STATE OF)
) SS
COUNTY OF)

I, HUGH P. KEABLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert LaValle appeared before me this day in person and acknowledged that he signed and sealed 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 21st day of ^{June} ~~May~~, 1992.

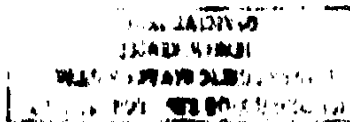


Hugh P. Keable
Notary Public

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SEB 293150/9966W

CONSENT OF FARMINGTON MEAT COMPANY, INC.

The undersigned, Farmington Meat Company, Inc., an Illinois corporation, as borrower under that certain Promissory Note Revolving Fixed Maturity dated August 31, 1988, as amended by that certain First Modification of Promissory Note Revolving Fixed Maturity and Loan Documents dated as of January 31, 1989 (collectively "First Note") does hereby consent to the terms and conditions of this Second Modification and agrees and covenants to and for the benefit of Mortgagee that the First Note shall be and remain in full force and effect in accordance with the original terms and terms thereof.

Dated as of ^{June} ~~May~~ 29, 1992.

FARMINGTON MEAT COMPANY, INC., an Illinois corporation

ATTEST:

By: Frank DiJohn
Its: President

By: Albert J. Lavalle
Its:

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, HUGH P. KEABLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Frank DiJohn~~ appeared before me this day in person and acknowledged that he signed and sealed 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 27th day of ~~May~~ ^{June}, 1992.

OFFICIAL SEAL
HUGH P. KEABLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV 21, 1992

Hugh P. Keable
Notary Public

ALBERT LAVALLE

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Shari Scheckel, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Angela K. DePue, Assistant Vice President and Thomas E. Sherman, as Assistant Vice President Secretary of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President Secretary of said Bank, 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, for the uses and purposes therein set forth; and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to 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 29th day of June, 1992.

Shari Scheckel
Notary Public



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

Clerk of the Court

Handwritten signature

Clerk of the Court

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2025-01-01

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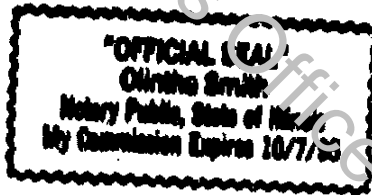
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, OLINTHA SMITH, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KAREN MICHEL, as ASST. MGR. President and TERESA MARONEY, as ASST. Secretary of CHICAGO TITLE AND TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated May 21, 1980 and known as Trust No. 1077606, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. MGR. President and ASST. Secretary of said Bank, 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 for the uses and purposes therein set forth; and said ASST. Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to 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 1ST day of ~~May~~, 1992.
Sept.

Olinta Smith
Notary Public

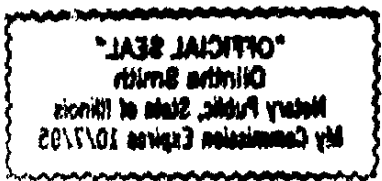


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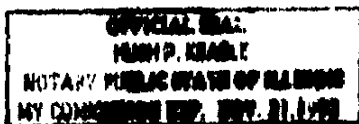
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, HUGH P. KEABLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK D. JOHN, as President of Farmington Meat Company, Inc., an Illinois corporation, and ALBERT LAVALLE, as Vice-President Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice-President Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of May, June 1992.



Hugh P. Keable
Notary Public

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WEDNESDAY, FEBRUARY 19, 1903

IN SENATE
JANUARY 21, 1903
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1902
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE
LANDS BELONGING TO
THE UNITED STATES
AND THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE
LANDS BELONGING TO
THE UNITED STATES

AM. 125790
JAN 21 1903
RECEIVED
BY J. C. ...

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LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1:

THAT PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FRANKLIN STREET AND THE NORTH WESTERLY LINE OF CIRCLE AVENUE IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE NORTH LINE OF SAID FRANKLIN STREET A DISTANCE OF 112.73 FEET; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID FRANKLIN STREET A DISTANCE OF 122.23 FEET; THENCE NORTH EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 04 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 86.59 FEET; THENCE SOUTH EASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 64.4 FEET TO A POINT 90 FEET NORTH WESTERLY OF AND MEASURED RADIALLY TO THE NORTH WESTERLY LINE OF SAID CIRCLE AVENUE ALONG A LINE DRAWN FROM A POINT ON THE NORTH WESTERLY LINE OF CIRCLE AVENUE 121.5 FEET CHORD DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH EASTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH WESTERLY LINE OF SAID CIRCLE AVENUE; THENCE SOUTH WESTERLY ALONG THE NORTH WESTERLY LINE OF SAID CIRCLE AVENUE A DISTANCE OF 121.5 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT NUMBER 18730509, FOR PASSAGEWAY OVER THAT PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID FRANKLIN STREET 112.73 FEET WEST OF THE NORTH WESTERLY LINE OF SAID CIRCLE AVENUE AS MEASURED ALONG THE NORTH LINE OF SAID FRANKLIN STREET; THENCE WEST ALONG THE NORTH LINE OF SAID FRANKLIN STREET A DISTANCE OF 25 FEET; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID STREET, A DISTANCE OF 105.33 FEET; THENCE NORTH EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 04 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 30.18 FEET; THENCE SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID FRANKLIN STREET A DISTANCE OF 122.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THAT PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FRANKLIN STREET, DISTANCE OF 112.73 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET FROM THE NORTHWESTERLY LINE OF CIRCLE AVENUE, AS SAID FRANKLIN STREET AND CIRCLE AVENUE ARE NOW LOCATED AND ESTABLISHED IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, THENCE WEST ALONG SAID NORTHERLY LINE OF FRANKLIN STREET, A DISTANCE OF 214.27 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 319.95 FEET; THENCE EASTERLY A DISTANCE OF 286.01 FEET TO A POINT DISTANCE OF 319.32 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF FRANKLIN STREET; THENCE SOUTHERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 148.58 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 124 DEGREES 04 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 86.59 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET FROM THE PLACE OF BEGINNING, THENCE SOUTHERLY A DISTANCE OF 122.23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID AS CREATED BY RELOCATION OF EASEMENT AGREEMENT BY AND BETWEEN CITIES SERVICE OIL COMPANY, A DELAWARE CORPORATION, AND CHICAGO AND NORTHWESTERN RAILWAY CORPORATION, A WISCONSIN CORPORATION, DATED MARCH 20, 1964 AND RECORDED APRIL 6, 1964 AS DOCUMENT 19090732, FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF CIRCLE AVENUE, 183 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 AND RECORDED AUGUST 23, 1963 AS DOCUMENT NUMBER 18893094, FROM THAT CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET MORE OR LESS, TO A POINT 72 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE SOUTH PROPERTY LINE OF SAID RAILWAY COMPANY EAST OF HARLEM AVENUE, EXTENDED WEST ACROSS SAID HARLEM AVENUE; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT 1140 FEET WEST OF THE CENTER LINE OF SAID HARLEM AVENUE; THENCE WEST ALONG A STRAIGHT LINE, A

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DISTANCE OF 97.7 FEET TO A POINT 84 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE SOUTH LINE OF SAID RAILWAY COMPANY EAST OF HARLEM AVENUE, EXTENDED WEST, AND 1237 FEET WEST OF THE CENTER LINE OF SAID HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE SOUTH LINE OF SAID RAILWAY COMPANY EAST OF HARLEM AVENUE, EXTENDED WEST, AND 1311 FEET WEST OF THE CENTER LINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID HARLEM AVENUE TO A POINT 43 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE NORTH LINE OF THE TRACT OF LAND AS CONVEYED BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963 AS DOCUMENT NUMBER 18737524, FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL COMPANY; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE TRACT OF LAND AS CONVEYED BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF FRANKLIN STREET ALONG THE NORTH LINE OF SAID STREET FROM THE NORTHWESTERLY LINE OF CIRCLE AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID STREET TO A POINT 319.95 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE NORTH LINE OF SAID STREET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 286.01 FEET TO A POINT 319.32 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE NORTH LINE OF SAID STREET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID STREET TO A POINT 102 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM, THE SOUTH PROPERTY LINE OF SAID RAILWAY COMPANY EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH PROPERTY LINE OF SAID RAILWAY COMPANY EAST OF HARLEM AVENUE, EXTENDED WEST TO A POINT 50 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, AS CONVEYED IN SAID DEED DATED JULY 5, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF TRACT OF LAND AS CONVEYED IN DEED DATED JULY 5, 1963 A DISTANCE OF 79 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY AND GRANTED IN THE DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, TO CITIES SERVICE, A CORPORATION OF DELAWARE, DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963 AS DOCUMENT NUMBER 18737524 FOR DRIVEWAY PURPOSES ONLY, OVER: THAT PART OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: (A) BEGINNING AT A POINT ON THE SAID NORTH LINE OF FRANKLIN STREET, DISTANT 327 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET FROM SAID NORTHWESTERLY LINE OF CIRCLE AVENUE; THENCE NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 85.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 85.00 FEET TO SAID NORTH LINE OF FRANKLIN STREET, THENCE EASTERLY ALONG SAID NORTH LINE OF FRANKLIN

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STREET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. AND (B) BEGINNING AT A POINT ON SAID NORTH LINE OF FRANKLIN STREET, DISTANT 112.73 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET FROM SAID NORTHWESTERLY LINE OF CIRCLE AVENUE; THENCE NORTHERLY AT RIGHT ANGLES OF SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 100.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 100.00 FEET TO SAID NORTH LINE OF FRANKLIN STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FRANKLIN STREET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF FRANKLIN STREET IN THE VILLAGE OF FOREST PARK, WHICH IS 378.6 FEET WEST OF ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF CIRCLE AVENUE (FORMERLY "Y" AVENUE); RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID FRANKLIN STREET, 106 FEET; THENCE NORTH, AT RIGHT ANGLES 85 FEET; THENCE EAST, AT RIGHT ANGLES, 106 FEET, THENCE SOUTH, AT RIGHT ANGLES, 85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

THAT PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT OF THE NORTH LINE OF FRANKLIN STREET, DISTANT 327.00 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET, FROM THE NORTHWESTERLY LINE OF CIRCLE AVENUE AS SAID FRANKLIN STREET AND CIRCLE AVENUE ARE NOW LOCATED AND ESTABLISHED IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID NORTHERLY LINE OF FRANKLIN STREET, A DISTANCE OF 85.0 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 51.60 FEET, MORE OR LESS, TO THE NORTH EAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WILSON AND COMPANY, INC., BY CHARLES M. THOMSON, TRUSTEE, AND THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY BY DEED DATED NOVEMBER 8, 1961; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO WILSON AND COMPANY, INC., A DISTANCE OF 85 FEET, MORE OR LESS TO SAID NORTH LINE OF FRANKLIN STREET; THENCE EASTERLY ALONG SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 51.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

EASEMENT CREATED BY DEED FROM THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO WILSON AND COMPANY, INC., A DELAWARE CORPORATION, DATED FEBRUARY 25, 1963 AND RECORDED MARCH 4, 1963 AS DOCUMENT 18732739 FOR THE BENEFIT OF PARCEL 7 FOR DRIVEWAY PURPOSES OVER THE FOLLOWING DESCRIBED LAND: BEGINNING AT A POINT ON THE SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 327 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET, FROM SAID NORTHWESTERLY LINE OF CIRCLE AVENUE; THENCE NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 85.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 85.0 FEET, TO SAID NORTH LINE OF FRANKLIN STREET; THENCE WESTERLY ALONG SAID NORTH LINE FRANKLIN STREET TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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