

92R 072443

UNOFFICIAL COPY

STATE OF ILLINOIS
CLAY COUNTY
FILED FOR RECORD
December 30
1992
3:38 O'CLOCK
P.M.
Charles R. Watters
RECORDER

93045115

ILLINOIS VARIABLE RATE MORTGAGE

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THIS MORTGAGE, made the 18th day of December, 1992 between LaSalle National Trust, National Association, not personally but as Trustee under the provisions of the Deed in Trust duly recorded and delivered as said Trustee pursuant to a Trust Agreement dated September 21, 1972, and known as Trust Number 44666, as to parcels 1 through 6; Klehm Properties, Inc., a Corporation of Illinois, of Route 5, Box 197-Penny Road, South Barrington, Illinois 60010 as to Parcel 7, and all other persons executing this mortgage, hereinafter called "mortgagor," and the Equitable Life Assurance Society of the United States a corporation, organized and existing under the laws of New York hereinafter called "mortgagee".

4300

WITNESSETH, That the mortgagor, for the purpose of securing the debt hereinafter referred to, with interest thereon, and the performance of the agreements and covenants herein contained, and in consideration of the indebtedness, does by these presents grant, bargain, sell, convey, warrant and confirm unto the mortgagee, and its successors and assigns the following described real estate situated in the Counties of McHenry and Cook and State of Illinois, to wit: See Exhibit "A" attached hereto and made a part hereof by reference, containing 727 acres, more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, including water and water rights of every kind and description, to have and to hold forever, conditioned, however, that if the mortgagor shall pay to the mortgagee, the sum of Two Million and No/100 Dollars (\$2,000,000.00), with interest according to the terms of a promissory note bearing even date herewith, said note being executed by Klehm Properties, Inc., and LaSalle National Trust, National Association, pursuant to a Trust Agreement dated September 21, 1972, as Trust #44666 and maturing July 1, 2007, subject to acceleration of maturity as provided therein and herein, together with all other indebtedness secured hereby, and shall perform all the other terms, covenants and conditions contained in said note and this mortgage, then these presents to be void and to be released by the mortgagee at the expenses of the mortgagor, otherwise to be and remain in full force and effect.

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This mortgage is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the mortgagor agrees to pay the indebtedness with interest as in said note provided, and if default be made in the payment of any part thereof the mortgagee may foreclose this mortgage in the manner provided by law or by the terms of this mortgage.

SECOND: That the mortgagor agrees to pay as the same become due and payable all taxes, assessments including all ditch, canal, reservoir or other water charges, taxes or assessments, and other charges imposed by law upon said premises or any part thereof including the mortgagee's interest therein and upon this mortgage or the note or indebtedness secured hereby, provided that should the amount of payments made for the mortgagee for such taxes, assessments and other charges under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, mortgagor shall not be liable to pay any of such

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excess over the highest lawful rate. In the event of the passage, after the date hereof, of any law by the State of Illinois, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give six (6) months' written notice to the owner of said land requiring the payment of the entire indebtedness secured hereby, and it is hereby agreed that if such notice be given the said indebtedness shall become due, payable and collectible at the expiration of said six (6) months.

THIRD: That the mortgagor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this mortgage. The mortgagor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the mortgagor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandmanlike manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the mortgagee. Growing nursery stock inventory shall be managed to maintain at a minimum, the current number of acres utilized in active production and mortgagor shall maintain the quality and population of species grown on the premises by replanting and replacing species and plants as harvesting occurs with inventory records to be provided to Equitable upon request. The mortgagee shall have the right to inspect the mortgaged property at such reasonable times and intervals as the mortgagee may desire, to determine the mortgagor's compliance with the covenants contained in any clause of this mortgage.

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FIFTH: That the mortgagor agrees to procure, maintain and deliver, premiums paid, to the mortgagee policies of insurance against such hazards on the buildings now or hereafter located on said premises as the mortgagee may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the mortgagee. The mortgagee is authorized to assign and deliver said policies to any purchaser of this mortgage or to the purchaser of said premises at any foreclosure sale. In event of loss the mortgagee is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the mortgagor shall be paid to the mortgagee who at its sole discretion may apply same or a part thereof

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on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: (1) That in the event the mortgagor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay, as the same become due and payable, any tax or assessment imposed by law upon said premises or any part thereof, or the note, or indebtedness secured hereby, or to comply with the provisions of Clause Fourth hereof the mortgagee may, without notice or demand, (whether electing to declare the full indebtedness hereby secured due and collectible or not) insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge or expend such sums as may be necessary to correct the failure of the mortgagor to comply with the provisions of said Clause Fourth and the mortgagor hereby agrees immediately to repay to the mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the mortgagee with interest shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

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(2) That in the event mortgagor sells or conveys the premises described herein, or any portion thereof, or, if mortgagor is a corporation, sells, trades or disposes of more than 0% of its corporate stock to persons other than the present owners prior to the time the indebtedness secured hereby shall have been reduced to \$0-, then at the option of the mortgagee the entire said indebtedness shall become due and payable.

SEVENTH: That the mortgagor agrees to pay on demand all expenses and attorneys' fees incurred by the mortgagee by reason of litigation with third parties to protect the lien of this mortgage and all money so paid by the mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor after demand, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the mortgagor does hereby mortgage, transfer, set over, assign and pledge to the mortgagee the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting the said

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premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this mortgage the mortgagee is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the mortgagor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the mortgagee therefor.

NINTH: That the mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the mortgagee compared to any subordinate lienholder.

TENTH: That the mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken or damaged shall be paid directly to the mortgagee and applied at the option of the mortgagee on the indebtedness hereby secured.

ELEVENTH: That if the mortgagor shall default in the payment of said note or any part thereof or in the performance of any of the covenants or agreements herein or in said note contained, or if an owner of said premises shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, the expenses herein specified, shall, at the option of the mortgagee, and without notice to the mortgagor, be due and collectible at once by foreclosure or otherwise; and, except as the property where such provision is prohibited by law, upon commencement of or whether the property is probably insufficient to discharge the mortgage debt or is in danger of being lost or removed or injured, and irrespective of the solvency or insolvency of the mortgagor or the then owner of said premises, and without notice to the mortgagor or any person claiming under him, shall be entitled at once to the appointment of a receiver for said premises, shall be applied by said receiver toward the payment of the indebtedness secured by this mortgage, or toward the payment of the judgment rendered thereon, or to repay to the mortgagee any advancements which said mortgagee may make after the commencement of foreclosure action for taxes, assessments, insurance or other charges as herein provided, together with interest thereon at the same rate as specified in said note secured hereby on the principal thereof after default and maturity, and from the proceeds of said receivership said receiver may make necessary repairs and keep said premises in proper condition and repair pending such sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefor up to the expiration of the period for redemption and pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage, and pay other proper charges as herein provided, and pay the expense of the receivership.

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TWELFTH: That if said note and this mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure or other legal proceedings the mortgagor will pay reasonable attorneys' fees for any service rendered by such attorney to the mortgagee in connection therewith, and all expenses incurred including costs of suit and in procuring or continuing abstracts of title and title policies and searching the records; and such attorneys' fees, expenses and costs shall constitute a lien on said premises and be secured by this mortgage.

THIRTEENTH: That the mortgagor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances, that the mortgagor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the mortgagor and the makers of said note especially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisalment, exemption and stay laws of the State of Illinois, and all dower and curtesy, together with all rights, interest and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

FOURTEENTH: If the undersigned mortgagor, or any of them, is a corporation, mortgagor hereby releases and waives any and all rights of redemption from sale under any judgment of foreclosure, on behalf of the mortgagor, and each and every person acquiring any interest in or title to the premises described herein, subsequent to the date of this mortgage, and on behalf of all of the persons to the extent permitted by the provisions of the Illinois Revised Statutes.

FIFTEENTH: Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance other than this mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the property described above.

SIXTEENTH: That the covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders.

SEVENTEENTH: Mortgagor shall not suffer any waste of the premises and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the premises of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the premises.

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Mortgagor shall be personally liable for any loss, damage, or liability suffered by the mortgagee due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the property, and mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the property. Mortgagor will deliver promptly to the mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency and/or state, county or municipal environmental or health agency concerning the mortgagor's operations upon the premises; and (ii) copies of any documents submitted by the grantor to the United States Environmental health agency concerning its operations on the premises.

EIGHTEENTH: This mortgage is executed by LaSalle National Trust, National Association, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it as such Trustee and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that execution of this mortgage by such Trustee shall not be construed as creating any liability on LaSalle National Trust or on any of the beneficiaries under said Trust Agreement personally to pay said note or any interest that may accrue therein or any indebtedness accruing hereunder or to perform any warranties, indemnities, undertakings, agreements or covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of this mortgage and said note.

NINETEENTH: Trustee by the execution of this instrument hereby waives its priority to mortgagee in the above described premises for its cost, expenses and attorneys' fees and for its reasonable compensation as provided under said Trust Agreement known as the LaSalle National Trust, Trust No. 44666.

TWENTIETH: ** SEE BELOW

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this mortgage the day, month and year first above written.

ATTEST:

[Signature] (SEAL)
Secretary

LA SALLE NATIONAL TRUST,
NATIONAL ASSOCIATION, AS TRUSTEE
#14666 and not personally
By: [Signature] (SEAL)
President

ATTEST:

[Signature]
Secretary

KLEEM PROPERTIES, INC.
a corporation of Illinois
By: [Signature] President

** Mortgagor, its successors and assigns and each of them, represent and warrant that the property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

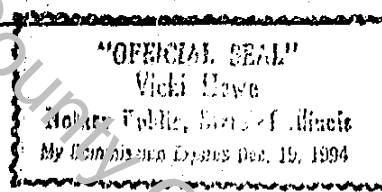
I, WICKI HOWE, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH W. LANG and SUSAN M. LOGAN who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as respectively Sr. Vice President and Assistant Secretary of LA SALLE NATIONAL TRUST, N.A. and to me personally known to be such officers, appeared before me this day in person and severally acknowledged that as such Sr. Vice President and Assistant Secretary they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereof, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of December, A.D.

Wicki Howe

Notary Public

My commission expires: 12/19/94



STATE OF ILLINOIS)
COUNTY OF KANE) ss:

On this 18th day of DECEMBER, A.D. 1992, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Carl H. Kienert Roy C. Kienert, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that ~~(the seal affixed thereto is the seal of)~~ (no seal has been procured by) said corporation; that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that the said President and Secretary as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Arthur R. Landen Jr

Notary Public in and for said County

My commission expires: 03-27-96



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This instrument was prepared by:
John P. Manning, V
Equitable Agri-Business, Inc.
12747 Olive Blvd., Suite 250
St. Louis, MO 63141

Mortgage to:

MORTGAGE (Illinois)

Loan No. 196,183

State of Illinois _____
County of _____

Filed for record the _____ day
of _____, 19 _____,
at _____ o'clock _____ M., and
Recorded in Book _____ of
Mortgages, on Page _____
_____ 19 _____

Recorder.

Illinois/631-476 (79-6)
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EXHIBIT "A"

PARCEL 1: THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS. ALSO

PARCEL 2: THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS. ALSO

PARCEL 3: THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS. ALSO

PARCEL 4: THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, AND RUNNING THENCE EAST ON THE NORTH LINE THEREOF, FOR A DISTANCE OF 2620.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE THEREOF, FOR A DISTANCE OF 80.00 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF, FOR A DISTANCE OF 1667.23 FEET TO A POINT 356.78 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, THENCE SOUTH ON A LINE 356.78 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER, QUARTER SECTION, FOR A DISTANCE OF 1183.98 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER, QUARTER SECTION, SAID POINT ALSO BEING ON THE NORTH LINE OF A CERTAIN DEED RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, DOCUMENT NO. 471752; THENCE WEST ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER, QUARTER SECTION AND ALSO BEING ON THE NORTH LINE OF SAID DOCUMENT NO. 471752, FOR A DISTANCE OF 143.22 FEET TO AN ANGLE POINT IN SAID DOCUMENT NO. 471752; THENCE NORTHWESTERLY 1004.88 FEET (DEED DISTANCE) TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, SAID POINT BEING 660.00 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 660.00 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. ALSO

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PARCEL 5: THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF LYING ON THE NORTHEASTERLY SIDE OF THE CENTER OF THE PUBLIC HIGHWAY RUNNING NORTHERLY AND SOUTHERLY ACROSS THE NORTHEAST CORNER THEREOF, ALSO EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD

Handwritten initials and signature:
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JK PK
CK

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PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE STATE HIGHWAY ROUTE 47, WITH THE EAST AND WEST QUARTER SECTION LINE, SAID POINT BEING 342.3 FEET WEST FROM THE CENTER OF SAID SECTION; THENCE WEST ON THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 427.5 FEET TO A POINT; THENCE SOUTH ON A LINE DRAWN PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE, A DISTANCE OF 481.2 FEET TO A POINT; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 550.35 FEET TO AN INTERSECTION WITH THE CENTER OF SAID STATE HIGHWAY ROUTE 47; THENCE NORTHWESTERLY, ALONG THE CENTER OF SAID HIGHWAY, BEING ON A LINE FORMING AN ANGLE OF 105 DEGREES, 31 MINUTES TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 318.1 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG THE CENTER OF SAID HIGHWAY BEING ON A CURVED LINE TO THE RIGHT (RADIUS OF 1719.12 FEET) TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 229.55 FEET TO AN INTERSECTION WITH THE EAST AND WEST QUARTER SECTION LINE AND PLACE OF BEGINNING; ALSO EXCEPTING THAT PART THEREOF, DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTER LINE OF STATE HIGHWAY ROUTE 47, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH ON THE QUARTER SECTION LINE, A DISTANCE OF 1576.6 FEET TO A POINT; THENCE WEST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 89.8 FEET TO AN INTERSECTION WITH THE CENTER OF SAID STATE HIGHWAY ROUTE 47; THENCE NORTHERLY, ALONG THE CENTER OF STATE HIGHWAY, BEING ON A TANGENTIAL CURVE TO THE LEFT, (RADIUS OF 4774.74 FEET), FOR A DISTANCE OF 204.35 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST ON A LINE DRAWN PARALLEL WITH SAID EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 641 FEET TO A POINT; THENCE NORTH ON A LINE DRAWN PARALLEL WITH SAID NORTH AND SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 350 FEET TO A POINT; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE SAID EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 550.35 FEET TO AN INTERSECTION WITH THE CENTER OF SAID STATE HIGHWAY ROUTE 47; THENCE SOUTHERLY ALONG THE CENTER OF SAID HIGHWAY, BEING ON A LINE TANGENT TO THE FOLLOWING DESCRIBED CURVE, FOR A DISTANCE OF 51.7 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG THE CENTER OF SAID HIGHWAY, BEING ON A CURVED LINE TO THE RIGHT, (RADIUS OF 4774.74 FEET), FOR A DISTANCE OF 308.9 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART THEREOF, DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH ON THE QUARTER SECTION LINE, 1576.6 FEET TO A POINT; THENCE WEST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, A DISTANCE OF 89.8 FEET TO AN INTERSECTION WITH THE

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CENTER LINE OF THE HIGHWAY ROUTE 47, FOR A PLACE OF BEGINNING; THENCE WEST BEING ON A CONTINUATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 680 FEET TO A POINT; THENCE NORTH ON A LINE DRAWN PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 200 FEET TO A POINT; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 641 FEET TO AN INTERSECTION WITH THE CENTER OF SAID HIGHWAY ROUTE 47; THENCE SOUTHWESTERLY, ALONG THE CENTER OF SAID HIGHWAY, BEING ON A TANGENTIAL CURVE TO THE RIGHT (RADIUS OF 4774.74 FEET), FOR A DISTANCE OF 204.35 FEET TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS. ALSO

PARCEL 6: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM A PIECE OF LAND, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID 20 ACRE PIECE, 3 CHAINS AND 50 LINKS; THENCE SOUTH ON A LINE PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE, 5 CHAINS AND 75 LINKS; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID 20 ACRE PIECE, 3 CHAINS AND 50 LINKS TO THE SAID NORTH AND SOUTH QUARTER SECTION LINE; THENCE NORTH, ALONG SAID QUARTER SECTION LINE, 5 CHAINS AND 75 LINKS TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH ON THE QUARTER SECTION LINE, 1076.6 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 231 FEET; THENCE NORTH ON A LINE DRAWN PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 500.0 FEET TO A POINT; THENCE WEST ON A LINE DRAWN PARALLEL WITH THE SAID EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 320.8 FEET TO AN INTERSECTION WITH THE CENTER LINE OF HIGHWAY ROUTE 47; THENCE SOUTHWESTERLY, ALONG THE CENTER OF SAID HIGHWAY, BEING ON A TANGENTIAL CURVE TO THE RIGHT, (RADIUS OF 4774.74 FEET), FOR A DISTANCE OF 503.32 FEET TO A POINT; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 28.5 FEET TO THE PLACE OF BEGINNING), ALSO THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH ON THE QUARTER SECTION LINE, 1076.6 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 231 FEET; THENCE NORTH ON

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A LINE DRAWN PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 500.0 FEET TO A POINT; THENCE WEST ON A LINE DRAWN PARALLEL WITH THE SAID EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 320.8 FEET TO AN INTERSECTION WITH THE CENTER LINE OF HIGHWAY ROUTE 47; THENCE SOUTHWESTERLY, ALONG THE CENTER OF SAID HIGHWAY, BEING ON A TANGENTIAL CURVE TO THE RIGHT, (RADIUS OF 4774.74 FEET), FOR A DISTANCE OF 503.32 FEET TO A POINT; THENCE EAST ON A LINE DRAWN PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE, FOR A DISTANCE OF 28.5 FEET TO THE PLACE OF BEGINNING, AND ALSO EXCEPTING THE SOUTH 311.15 FEET OF THE EAST 840 FEET OF SAID QUARTER, QUARTER SECTION), (ALSO EXCEPTING FROM THE ABOVE A TRACT, THE NORTH 1058 FEET OF THE SOUTH 1369.15 FEET OF THE EAST 700 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER), IN MCHENRY COUNTY, ILLINOIS. ALSO

PARCEL 7: THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE LAND CONVEYED TO F.E. WORCESTER, AS TRUSTEE, BY WARRANTY DEED DATED JUNE 28, 1989 IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 1134630 SAID EXCEPTED LAND BEING A STRIP OF LAND 100 FEET WIDE, THE SAME BEING 43 FEET IN WIDTH ON THE EASTERLY SIDE AND 57 FEET IN WIDTH ON THE WESTERLY SIDE OF THE CENTER LINE OF THE RAILROAD TRACKS OF THE ELGIN, JOLIET AND EASTERN RAILWAY NOW RUNNING OVER AND ACROSS SAID SOUTH EAST 1/4 OF SECTION 21, AND ALSO EXCEPTING THAT PORTION OF SAID PREMISES DEDICATED TO THE PUBLIC FOR THE HIGHWAY PURPOSES, AS SHOWN BY INSTRUMENT OF DEDICATION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 18, 1935, IN BOOK 314 OF PLATS, PAGES 4 AND 5 AS DOCUMENT 11549027, IN COOK COUNTY, ILLINOIS.

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