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MODIFICATION OF TRUST DEED AND OTHER SECURITY DOCUMENTS

This Modification of Trust Deed and Other Security Documents (hereinafter referred to as this "Modification") is made and entered into as of the 1st day of February, 1993, by RAFFERTY PROPERTIES, an Illinois general partnership (hereinafter referred to as "Mortgagor"), and GEORGE R. RAFFERTY and CHICAGO KENWORTH, INC., an Illinois corporation (hereinafter collectively referred to as the "Guarantors"), to and for the benefit of NATIONWIDE LIFE INSURANCE COMPANY (hereinafter referred to as "Mortgagee").

RECITALS

A. Mortgagee has heretofore made a loan to CKI BUILDING CORPORATION, an Illinois corporation (hereinafter referred to as "CKI") in the original principal amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS (hereinafter referred to as the "Loan").

B. The Loan is evidenced by an Installment Note in said principal amount (hereinafter referred to as the "Note") dated December 30, 1977, made by CKI and payable to Mortgagee.

THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING, RETURN TO:

Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Arnold Weinberg

PROPERTY ADDRESS:

2200 W. 159th Street
Markham, Illinois

PERMANENT INDEX NUMBER(S):

29-18-326--038

Box 340

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Documents".

sometimes hereinafter referred to collectively as the "Loan Documents". The Note, the Trust Deed and the other Security Documents are and certain other modifications will be made to the Trust Deed, modified to refer to the Note as modified by the Note Modification wherein the Trust Deed and other Security Documents will be the Note Modification, Mortgage Modification, and as a condition to the Note was modified to extend the maturity date from February 1, 1993 to February 1, 2003, among other things, and as a condition to date herewith (hereinafter referred to as the "Note Modification").

- F. By Modification of Investment Note dated of even
- G. Mortgagee in the Successor in Interest of CXI.
- Documents".

documents are hereinafter referred to collectively as the "Security Documents" incorporated herein (the Trust Deed and such other documents as described in Exhibit "B" attached hereto and by this Guarantors did execute and deliver to Mortgagee certain other documents. To further evidence and secure the Loan, CXI and the TRUST COMPANY, as Trustees.

(hereinafter referred to as the "Premises") to CHICAGO TITLE AND attached hereto and by this reference incorporated herein No. 24270099, conveying the real property described in Exhibit "A" the Office of the Cook County Recorder of Deeds as Document December 30, 1977, made by CXI and recorded on January 4, 1978 in Deed (hereinafter referred to as the "Trust Deed") dated C. The Note was secured by, among other things, a Trust

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"In the event of loss due to fire or other casualty, the proceeds of any such policy of insurance shall be released to the mortgagor during restoration and reconstruction of the improvements subject to the reasonable control of the disbursement of such proceeds

In its entirety and replaced with the following language:

(a) The second sentence of Paragraph 6 shall be deleted

amended in the following respects:

4. ~~Amendments to Trust Deed.~~ The Trust Deed is hereby

Modification.

hereof, be deemed to refer to such documents as modified by this

Loan Documents or Security Documents shall, from and after the date

references in the Trust Deed and other Security Documents to the

3. ~~References to Security Documents.~~ Any and all

Note Modification.

to the Note shall be deemed to refer to the Note as modified by the

and all references in the Trust Deed and other Security Documents

secure the Note as modified by the Note Modification, and (11) any

(1) the Trust Deed and other Security Documents shall be deemed to

2. ~~References to Note.~~ From and after the date hereof,

forth in this Paragraph 1.

incorporated into this Modification by reference as if fully set

1. ~~Incorporation of Recitals.~~ The Recitals are hereby

follows:

of which are hereby acknowledged, the parties hereto agree as

other good and valuable considerations, the receipt and sufficiency

recitals, the mutual covenants and agreements contained herein, and

NOW, THEREFORE, in consideration of the foregoing

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by the note holder during such restoration and reconstruction."

(b) Paragraph 23 of the Trust Deed shall be deleted in its entirety and replaced with the following provision:

"The Mortgagor further agrees that this Trust Deed and the Note it secures are to be governed by and construed in accordance with the laws of the State of Illinois and, if controlling, by the laws of the United States, and that the entire proceeds of the Note secured by this Trust Deed shall be used for business purposes as defined in paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes."

24:

(c) The following provision shall be added as Paragraph

"24. Mortgagor shall keep all improvements now existing or hereafter erected on the Premises in good order and repair (normal wear and tear excepted) and shall not do or permit any waste, impairment or deterioration thereof or thereon, nor alter, remove or demolish any of the improvements or any fixtures and personal property attached or appertaining thereto, without the prior written consent of the note holder, nor initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, nor do or permit any other act whereby the Premises shall become less valuable, be used for purposes contrary to applicable law or used in any manner which will increase the premium for or result in a termination or cancellation of the insurance hereinabove required to be kept and maintained on the Premises. In furtherance of, and not by way of limitation upon the foregoing covenant, Mortgagor shall effect such repairs as the note holder may reasonably require, and from time to time make all needful and proper replacements so that said improvements, appurtenances, fixtures and personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagor at all times shall keep the Premises and ground water of the Premises free of Hazardous Materials (as hereinafter defined). Mortgagor shall not permit its tenants or any third party requiring the consent of Mortgagor to enter the Premises, to use, generate, manufacture, store, release, threaten release, or dispose of Hazardous Materials in, on or about the Premises or the ground water of the Premises in violation of any federal, state or municipal law, decision, statute, rule, ordinance or

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regulation currently in existence or hereinafter enacted or rendered (hereinafter collectively referred to as "Hazardous Waste Laws"). The covenant in the immediately preceding sentence shall not be deemed to apply to Hazardous Materials customarily used by tenants for retail sales in the ordinary course of business in compliance with all Hazardous Waste Laws. Mortgagor shall give the note holder prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred on the Premises. Mortgagor, through its professional engineers and at its cost, shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises. Mortgagor shall forthwith remove, repair, clean up, and/or detoxify any Hazardous Materials from the Premises or the ground water of the Premises whether or not such actions are required by law, and whether or not Mortgagor was responsible for the existence of the Hazardous Materials in, on or about the Premises or the ground water of the Premises. Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601 et seq; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq; the Clean Water Act, 33 U.S.C. Sec. 1251 et seq; or the Illinois Environmental Protection Act, 111 Rev. Stats., Chap. 111-1/2, subsection 1001 et seq.

Mortgagor hereby agrees to indemnify Trustee and the note holder and hold Trustee and the note holder harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagor for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Hazardous Waste Laws), regardless of whether or not caused by, or within the control of, Mortgagor.

The note holder, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and

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inspect the Premises to insure compliance with the foregoing covenants and any and all other covenants, agreements and conditions set forth in this Trust Deed. The provisions of this Paragraph 24 and similar provisions in this Trust Deed concerning Hazardous Materials shall survive repayment of the Note and satisfaction of this Trust Deed.

If any of the provisions of the Illinois Responsible Property Transfer Act of 1988 ("IRPTA") are now or hereafter become applicable to the Premises, Mortgagor shall comply with such provisions. Without limitation on the generality of the foregoing, (i) if the delivery of a disclosure document is now or hereafter required by IRPTA, Mortgagor shall cause the delivery of such disclosure document to be made to all parties entitled to receive same within the time period required by IRPTA; and (ii) Mortgagor shall cause any such disclosure document to be recorded with the Recorder of Deeds of the County in which the Premises are located and filed with the Illinois Environmental Protection Agency, all within the time periods required by IRPTA. Mortgagor shall promptly deliver to Mortgagee evidence of such recording and filing of such disclosure document."

(d) The following provision shall be added as

Paragraph 25:

"25. All awards and other compensation heretofore or hereafter made to Mortgagor and all subsequent owners of the Premises in any taking by eminent domain or recovery for inverse condemnation, either permanent or temporary, of all or any part of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street, are hereby assigned to the note holder, and Mortgagor hereby appoints the note holder as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of said attorney, on behalf of Mortgagor and its successors and assigns, to adjust or compromise the claim for any such award and alone to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor. Provided Mortgagor shall not be in default beyond the expiration of any applicable cure periods, Mortgagor and the note holder shall jointly adjust and compromise the claim for any such award provided that if Mortgagor and the note holder cannot agree on such adjustment within thirty (30) days, the note holder shall adjust and compromise any claim in its sole discretion. Mortgagor hereby authorizes the note

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holder, after deducting any expenses of collection, at its sole option:

- (i) to apply the net proceeds as a credit upon any portion of the indebtedness secured hereby as selected by the note holder notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured. In the event the note holder applies such awards to the reduction of the outstanding indebtedness evidenced by the Note, such proceeds shall be applied at par and the monthly installments due and payable under the Note shall be adjusted accordingly; however no such application shall serve to cure an existing default in the payment of the Note; or
- (ii) to hold said proceeds without any allowance of interest and make the same available for restoration or rebuilding the Premises. In the event that the note holder elects to make said proceeds available to reimburse Mortgagor for the cost of the restoration or rebuilding of the buildings or improvements on the Premises, such proceeds shall be made available subject to the reasonable control of the disbursement of such proceeds by the note holder during such restoration and reconstruction. If the proceeds are made available by the note holder to reimburse Mortgagor for the cost of said restoration or rebuilding, any surplus which may remain out of said award after payment of such cost of restoration or rebuilding shall be applied on account of the indebtedness secured hereby at par notwithstanding the fact that the amount owing thereon may not then be due and payable or that said indebtedness is adequately secured.

Mortgagor further covenants and agrees to give the note holder immediate notice of the actual or threatened commencement of any proceedings under eminent domain and to deliver to the note holder copies of any and all papers served in connection with any proceedings. Mortgagor further covenants and agrees to make, execute and deliver to the note holder, at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further

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assignments and/or other instruments deemed necessary by the note holder for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter made to the note holder (including the assignment of any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof)."

(e) The following provision shall be added as Paragraph

26:

"26. The Note secured hereby is also secured by the terms, conditions and provisions of an Assignment of Leases, Rents and Profits (hereinafter referred to as the "Assignment") to be recorded among the Public Records of Cook County, Illinois and, additionally, may be secured by contracts or agreements of guaranty or other security instruments. The terms, conditions and provisions of each security instrument shall be considered a part hereof as fully as if set forth herein verbatim. Any default under this Trust Deed or the Note secured hereby shall constitute an event of default under the Assignment and any of the other Loan Documents, and any default under the Assignment or other Loan Documents shall likewise constitute a default hereunder and under the Note secured hereby. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Trust Deed or any of the other Loan Documents now or hereafter held by the Trustee or the note holder shall not prejudice or in any manner affect the right of the note holder to enforce any other Loan Document; it being understood and agreed that the note holder shall be entitled to enforce this Trust Deed and any of the other Loan Documents now or hereafter held by it or the Trustee in such order and manner as the note holder, in its sole discretion, shall determine."

(f) The following provision shall be added as Paragraph

27:

"27. Mortgagor does hereby grant and this Trust Deed is and shall be deemed to create, grant, give and convey a mortgage of, a lien and encumbrance upon, and a present security interest in both real and personal property, including all improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances and other items of tangible or intangible personal property, hereinabove particularly or generally

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described and conveyed, whether now or hereafter affixed to, located upon, necessary for or used or useful, either directly or indirectly, in connection with the operation of the Premises as an office building and this Trust Deed shall also serve as a "security agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Illinois, and shall be operative and effective as a security agreement in addition to, and not in substitution for, any other security agreement executed by Mortgagor in connection with the extension of the credit transaction secured hereby. Mortgagor agrees to and shall, upon the request of the note holder, execute and deliver to the note holder such financing statements, descriptions of property and such further assurances as the note holder, in its sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such real and personal property and fixtures described herein, including all buildings, improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances, and other items of tangible and intangible personal property herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. Without the prior written consent of the note holder, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in such real and personal property and fixtures described herein. Upon the occurrence of a default hereunder or Mortgagor's breach of any other covenants or agreements between the parties entered into in conjunction herewith, the note holder shall have the remedies of a secured party under the Uniform Commercial Code and, at the note holder's option, the remedies provided for in this Trust Deed. The note holder, at the expense of Mortgagor, may or shall cause such statements, descriptions and assurances, as herein provided in this Paragraph 27, and this Trust Deed to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Premises."

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described and conveyed, whether now or hereafter affixed to, located upon, necessary for or used or useful, either directly or indirectly, in connection with the operation of the premises as an office building and this Trust Deed shall also serve as a "security agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Illinois, and shall be operative and effective as a security agreement in addition to, and not in substitution for, any other security agreement executed by Mortgagor in connection with the extension of the credit transaction secured hereby. Mortgagor agrees to and shall, upon the request of the note holder, execute and deliver to the note holder such financing statements, descriptions of property and such further assurances as the note holder, in its sole discretion, may deem time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such real and personal property and fixtures described herein, including all buildings, improvements, goods, chattels, furnishings, fixtures, equipment, apparatus, appliances, and other items of tangible and intangible personal property herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. Without the prior written consent of the note holder, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in such real and personal property and fixtures described herein. Upon the occurrence of a default hereunder or Mortgagor's breach of any other covenants or agreements between the parties entered into in conjunction herewith, the note holder shall have the remedies of a secured party under the Uniform Commercial Code and, at the note holder's option, the remedies provided for in this Trust Deed. The note holder, at the expense of Mortgagor, may or shall cause such statements, descriptions and assurances, as herein provided in this Paragraph 27, and this Trust Deed to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the premises."

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5. Realization of Representations and Warranties. Mortgagor and the Guarantors hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties made by them or CFI and contained in the Trust Deed and other Security Documents.

6. Reaffirmance of Covenants. Mortgagor and the Guarantors do hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties set forth in the Trust Deed and other Security Documents as herein modified.

7. Law of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois and, if controlling, the laws of the United States.

8. Full Force and Effect; Inconsistency. Except as modified herein, the terms, conditions and covenants of the Trust Deed and other Security Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Trust Deed and other Security Documents, the terms herein shall prevail and control.

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

RAFFERTY PROPERTIES, an Illinois general partnership

By: *George R. Rafferty*
George R. Rafferty, general partner

By: *Carol S. Rafferty*
Carol S. Rafferty, general partner

By: *Michael William Rafferty*
Michael William Rafferty, general partner

By: *Jane Elizabeth Rafferty* AKA
Jane Elizabeth Rafferty, general partner
Pat E. McAllister

By: *Ann Leslie Rafferty* AKA *Ann Miller*
~~Michael William Rafferty, as~~
custodian for Ann Leslie Rafferty, general partner

By: *Alice Abigail Rafferty*
~~Michael William Rafferty, as~~
custodian for Alice Abigail Rafferty, general partner

By: *Michael William Rafferty*
Michael William Rafferty, as custodian for Thomas Jason Rafferty, general partner

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GUARANTORS:

George R. Rafferty
George R. Rafferty

CHICAGO KENMOTH, INC., an Illinois corporation

ATTEST:
By: *Pat B. Chuderna*
Its: *Chuderna*

By: *George R. Rafferty*
Its: *President*

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Modification of Trust Deed and Other Security Documents.

DATED: May 4, 1993

NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation

ATTEST:


W. Sidney Dren
Its: Assistant Secretary

By:


Robert H. McNaghten
Its: Vice President

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GEORGE R. RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public
" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that CAROL S. RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Pat B Christensen
Notary Public

" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL WILLIAM RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of April, 1993.

Patricia B Christensen
Notary Public
" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JANE ELIZABETH RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of April, 1993.

Patricia B Christensen
Notary Public

" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ~~MICHAEL WILLIAM RAFFERTY, as custodian for~~ ANN LESLIE RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public " OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ~~MICHAEL WILLIAM RAFFERTY, as custodian for~~ ALICE ABIGAIL RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public

" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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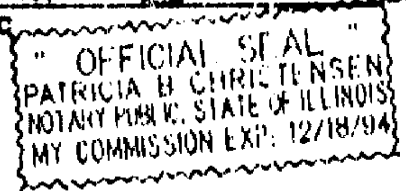
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL WILLIAM RAFFERTY, as custodian for THOMAS JASON RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public



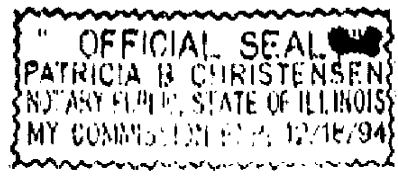
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE R. RAFFERTY 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 April, 1993.

Patricia B Christensen
Notary Public



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EXHIBIT "A"

Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN PART OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20808304 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF FOR A DISTANCE OF 96 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 23 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 55 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 115 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 451.53 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 40 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 150 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 298.83 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES BEING ALONG THE EASTERLY BOUNDARY OF LOT 1 IN SAID SUBDIVISION) NORTH A DISTANCE OF 152.86 FEET; THENCE NORTHEASTERLY A DISTANCE OF 4.75 FEET; THENCE NORTH A DISTANCE OF 160.25 FEET; THENCE EAST A DISTANCE OF 241.60 FEET TO THE MOST EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 169.88 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE NORTH ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 100.02 FEET TO THE NORTH LINE THEREOF; THENCE WEST ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 927.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 29-18-326-038 (affects this land and other property)

Commonly known as: 2200 West 159th Street
Markham, Illinois 60426

00368318

Recorder's Office

UNOFFICIAL COPY

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EXHIBIT "B"

Other Security Documents

1. Guaranty dated December 30, 1977 made by George R. Rafferty and Chicago Kenworth, Inc., an Illinois corporation in favor of Nationwide Life Insurance Company.

Property of Cook County Clerk's Office

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