RECORDATION REQUESTED BY:

Advest Bank and Trust Company 501 West North Avenue Mairoes Park, IL 50150

MÉN RECORDED MAIL TO:

Metrose Park, IL 80160 (Spray) (120 And highestopy to the

医侧缝性 1995年0月15年3世 九月日日 日本大田生本。

SEND TAX NOTICES TO:

Midwest Bank and Trust Company 501 West North Avenue Metrose Park, IL 60160

DEFT-01 RECORDING > - - -

1345 31.00

T40011 JRAN 2308 86/09/94:15:16:00 \$7067 \$ RV #-94-512779 COOK COUNTY RECORDER

94512779

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED APRIL 1, 1994, between S.N.A.P., an illinois Partnership, whose address is 2001 West Cermak Road, Broadvirw, IL. (referred to below as "Grantor"); and Midwest Bank and Trust Company. whose address is 501 West North Avenue, Melrose Park, IL 60160 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all reasonnents, rights of way, and appurishances; all water, water rights, watercourses and dischinghts (including stock in unitales with disch or irrigation rights); and all other rights, royalies, and profits relating to the real property, including without firstation all minerals, oil, gas, geomermal and similar matters, located in Cook County, State of Illinois (the "Real Property");

See attached Exhibit "A"

The Real Property or its address is commonly known as 2100 W. 21st Street, Broadview, IL 60153. The Real Property tax isonalication number is 15-22-306-010.

Grantor presently assigns to Lender all of Grantor's right, tide, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dotar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Mula, including without limitation Minois Armored Car Corporation.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgaria, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security in crest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided to contract or law.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, "urethis, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without similation all existing and future improvements, fedures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts wonded or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. The flen of this Mortgage shall not exceed at any one time **\$**535,000,00.

Lender. The word "Lender" means Midwest Bank and Trust Company, its successors and assigns. The Lender is the mortgagee under this Micrigage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated April 1, 1994, in the original principal amount of \$535,000.00 from Borrower to Lender, together with all renewais of, extensions of, modifications of, refinencings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The interest rate currently is 6.250% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 0.750 percentage point(s) over the index, resulting in an initial rate of 7,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The Note is payable in 60 monthly payments of \$10,820.34. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, focures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; logether with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" missins collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mongage" section.

UNOFFICIAL COPY

(Continued)

Related Documents. The words "Related Documents" mean and include without instruments all prometting notice, credit appearants, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now of hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waivered rights of defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS ANDWARHALTYES. Cantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the hold power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of officing from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Granto, court Borrower (including without limitation the creditworthings of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes during Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provision:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set force in the Comprehensive Environmental Response, Compensation, and Liability Act of 1960, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 4(U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal raws, rules, or regulations adopted pursuant to any of the foregoing. The forms "hazardous waste" and "hazardous substance" shall also include, "numut limitation, petroleum and petroleum by-products or any traction thereof and asbestos. Grantor represents and warrants to Lender that: e) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release of intestend release of any hazardous waste or substance by any person on, under, or about the Property: (b) Grantor has no knowledge of, or recount to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, motage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual of threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as proviously disclosed to and ricknowledged by Londer in writing. (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, of release any hazardous waste or substance on, under, or about the Property and (ii) any such activity; hall be conducted in compliance with all applicable tederal, state, and tocal taws, regulations and ordinances, including without limitation those have, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspector is and tests, at Grantor's expense, as Londer may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the par of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to inder only and hold harmless Lender against any, and all claims, losses, liabilities, damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a 1 react of this section of the Mortgager or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnity, shall survive the payment of the Indebtedness and the satisfaction and recorverance of the tien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stupping or or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make an angements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's Interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed. leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Roal Property or by any other method of conveyance of Real Property Interest. If any Grantor is a corporation, partnership or limited liability company, transfer also

62.227.37

£.

 $_{B(0,1,1)}$ Page 3

includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by litting law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges fevied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Guinter shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxus and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contast. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligoe under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the repropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied in the Property. If any mechanic's tien, materialmen's tien, or other tien could be asserted on account of the work, services, or materials. Grantor will up an request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The locowing provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor ship procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable releasing to experience on the Real Property in an amount sufficient to avoid application of any consurance clause, and with a standard murigacin clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Londer certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or derivershed without a minimum of ten (10) days' prior written notice to Londer and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an erica designated by the Director of the Federal Emergency Management Agericy as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage this available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or no Le iden's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any sen affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace and damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or re-in-urse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the knowled balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and haus to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any following sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor's shall turnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer: (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value rup/accement cost of the Property.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would inaterially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be vided to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that. (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all tiens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property egainst the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compilance With Laws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mongage.

Committee to the second

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in seu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness

0757779

UNOFFICIAL COPY

or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to detend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Granter shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall remibure Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mongage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness pocured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness, secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax an all or any portion of the indebtedness or on payments of principal and interest made by Sorrower.

Subsequent Taxes. I ally tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Derzull las defined below), and Lender may exercise any or all of its available remodies for an Event of Default as provided below unless Grantor on the (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Leti-de resh or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument of all /orbitute a security agreement to the extent any of the Property considered fortures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Gr. mor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the real property. In addition to recording this Mortgage in the real property. records, Lender may, at any time and without furtive rethorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall rein ourse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default. Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions duting to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Linder Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Linder may deem appropriate, any and all such mortgages, doeds of trust, security deeds, security agreements, financing statements, continuation risk ments, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable ", o'der to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Rubbled Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or his catter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs, and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lenner may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or destrable in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations impose impos Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any easonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any fien.

Compliance Default. Fature to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantoi or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than sitieen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage. the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Bostower, or the dissolution or termination of Grantor or Borrower's axistence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclasure, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the forectosure or forefeature proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim sabsfactory to

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without imitation any agreement concorning any indebtedness or other obligation of Grantor or Borrower to Londer, whether existing now or leter.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedness or such Guaranter dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment ponalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Londer shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts pass out and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require uny tenant or other user of the Property to make payments of rent or use fees directly to Londor. If the Rents are collected by Lender, then Granior invocably designates Lender as Grantor's attorney-in-lact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Londer's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Londer may exercise its rights under this subparagraph without in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have, to right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and a ply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve which to bond if parmitted by law. Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property excess, the Indebtedness by a substantial amount. Employment by Lender shall not desqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree fore dosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may of tain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the lights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in his Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby warve any and all right to have the property marshalled. In exercising its rights and remedies, Londer shall be free to sell at or any nert of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgago shrance constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an coligation of Grantor or Borrower under this Morigage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a defoult and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Lander Institutes and Lander Institutes an such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any occur action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its inlegals or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expendative until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of " sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if the mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses 2.7 snown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of loreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantox's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lander shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

(Continued)

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposed only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties: Corporate Authority. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enterceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Granlor, may deal with Grantor's successors with reference to this Mortgage and the Indubtedness by way of forbearance or extension vithout releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Dinois as to all Indebtodness secured by this Mortgage.

Waiver of Right of Redemption. I CTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE ENTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGIGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REJEEM THE PROPERTY.

Waivers and Consents. Lender shall not be durmed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No selly or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A walver by any party of a provision of this Mongage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision of any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Monthage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR: S.N.A.P., an illin Nicholas G. Christopher, General Partner

This Mortgage prepared by: Shirley Mattsey for Midwest Bank & Trust

501 W. North Ave. Metrose Park, II. 60160

9

UNOFFICIAL

(Continued)

PARTNERSHIP ACKNOWLEDGMENT Minais "OFFICIAL SEAL" Kathy Willison COUNTY OF CELL Notary Public, State of Illinois My Commission Expires Aug. 17, 1997 . 10 CIU, before mo, the and Christopher and Nicholas G. Christopher, and known to me to be partners of designated agents of the partnership that executed the Morigage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Morigage and in fact executed the Morigage on behalf of the partnership. .. Residing at 12 1. 16th Clay . Elouvari Park S Notary Public in and on the State of Derty Or Coot County Clart's Office My commission expires

LASER PRC, Reg. U.S. Pal. & T.J., Ott., Ver. 3. 17 (c) 1894 CFI ProServices, Inc., All rights reserved. (IL-G03 585ML).)

Property of Coot County Clert's Office

SAID SECTION; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 262.67 PEET TO A POINT 22.50 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE EAST ALONG A LINE 22.50 FEET NORTH FROM AND PARALLEL WITH THE MORTH LINE OF SAID EASEMENT, AND SAID MORTH LINE EXTENDED EASTERLY, A DISTANCE OF 204.09 FEET TO THE WEST LINE OF 21ST AVENUE AFORESAID, AND THENCE SOUTH ALONG SAID WEST LINE OF 21ST AVENUE, BEING A LINE 19.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 262.59 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN GRANT OF EASEMINT FILED DECEMBER 13, 1972 AS DOCUMENT LR2665129 OVER:

THAT PART OF THE SCATH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 60.00 FERT NORTH OF AND PARALLEL WITH THE CENTER LIFE OF THE BASEMENT DESCRIBED IN DOCUMENT NO. 1683723 WITH THE WEST LINE OF THE RAST 380.00 PEET OF THE AFORESAID SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SEC 22, SAID POINT OF INTERSECTION BEING 641.664 PEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE WORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE, 51.00 FEET TO THE HORTH LINE OF THE APORESAID EASEMENT DESCRIBED IN THE APORESAID DOCUMENT NO. 1663723; THENCE SOUTH 89 DEGREES, 42 MINUTES, 15 SECONDS WEST, ALONG SAID NORTH LINE, 52.64 PEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 35 SECONDS BAST 9.00 FERT TO THE CENTER LINE OF THE APORESAID BASEMENT AS DESCRIBED IN THE AFORESAID DOCUMENT NO. 1683723: THENCE SOUTH 83 DEGREES, 42 HINUTES, 15 SECONDS WEST, ALONG SAID CENTER LINE 845.87 PART TO THE BAST LINE OF 25TH AVENUE AS DEDICATED PER DOCUMENT NO. 11306344; THENCE NORTH O DEGREES, 06 MINUTES, 45 SECONDS WEST, ALONG SAID ZAST LINE, 60.00 FEET; THENCA NORTH 89 DEGREES, 42 MINUTES, 15 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID CENTER LINE OF THE AFORESAID RASEMENT A DISTANCE OF 698.615 PERT TO THE PLAN OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND I AS SET FORTH IN GRANT OF BASEMENT RECORDED FEBRUARY 17, 1993 AS DOCUMENT 93125701 OVER:

THE SOUTH 45.00 FEET OF THE RAST 380.00 FEET OF THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSLHIP 39 HORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING MORTH OF THE MORTH LINE AND THE BASTERLY EXTENSION THEREOF OF THE BASEMENT DESCRIBED IN DOCUMENT NO. 1683723, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN GRANT OF EASEMENT RECORDED FEBRUARY 17, 1993 AS DOCUMENT 93125764

"EXHIBIT:A

5. THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINGIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 380 FEET; THENCE SOUT! ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 670.12 FEET TO A POINT 22.50 FRET NORTH OF 11.8 INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMET NUMBER 1693723, BEING THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED: THENCE CONTINUING SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 22.50 FEET TO SAID NORTH LINE OF EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE WAST ALONG SAID NORTH LINE, A DISTANCE OF 52.64 FEET TO A POINT 432.64 FEBT (AS MEASULED ALONG SAID NORTH LINE AND THE EASTEPLY EXTENSION THEREOF) WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION: THENCE SOUTH ALONG A STRAIGHT LINE, WHICH LINE INTERSECTS THE NORTH LINE OF CERMAK ROAD (AS CHENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NO. 57-S-15931) AT A POINT 431.95 PEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 240.26 FEET TO A POINT 276.16 FEET NORTH OF THE NORTH LINE OF CERMAK ROAD AFORESAID; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 209.23 PEET, TO A POINT 223.09 FEET WEST OF THE BAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH ALONG A LINE PARALLEL WITH THE SALT LINE OF THE APORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTAICE OF 262.67 FEBT TO A POINT 22.50 PEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE NEST ALONG A LINE 22.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID CASEMENT, A DISTANCE OF 156.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, TILINOIS.

PARCEL 2:

33512279

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS POLLOWS: BEGINNING ON THE WEST LINE OF 21ST AVENUE AS DEDICATED BY PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOR COUNTY, ILLINOIS, ON DECEMBER 5, 1974, AS DOCUMENT NUMBER 2786098 AT A POINT WHICH IS 276.16 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH FROM THE INTERSECTION OF SAID LINE WITH THE NORTH LINE (EXTENDED EAST) OF CERMAK ROAD, AS OPENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NUMBER 57-"S"-15931, AND RUNNING THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 204.09 FEET TO A POINT 223.09 PRET WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF

(SBE ATTACHED)

UNORFICIAL COPY

SOUTHWEST 1/4 OF THE SOUTHWRST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CERMAK ROAD AS OPENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NO. 59-S-15931, WHICH POINT IS 431.95 FRET, AS MEASURED ALONG SAID NORTH LINE, WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE EASTWARDLY ALONG SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 20.00 PRET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL; THENCE NORTHWARDLY ALONG A LINE WHICH IS 20.00 FRET BAST OF AND PARALLEL TO A STRAIGHT LINE, (WHICH STRAIGHT LINE INTERSECTS THE NORTH LINE OF THE BISEMENT DESCRIBED IN DOCUMENT 1683723 AT A POINT 432.64 FEBT, AS MEASURED ALONG SAID NORTH LINE AND THE BASTERLY EXTENSION THEREOF, WEST OF THE BAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID STRAIGHT LINE HEREINAFTER REFERRED TO AS LIMI (A*) A DISTANCE OF 85.50 FEET; THENCE EASTWARDLY ALONG A LINE WHICH IS PARALLEL WI'M SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 17.00 FEST; THENCE NORTHWARDLY ALONG A LINE WHICH IS 37.00 FEET EAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 75.00 FEET; THENCE NORTHWARDLY ALONG A LINE WHICH IS 37.00 FRET EAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 75.00 FRET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 17.00 FEST; THENCE NORTHWARDLY LONG SAID LINE WHICH IS 20.00 FEST BAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 95.66 FEET, TO AN INTERSECTION WITH A LINE which is 256.16 fert north of and pavallel with said north line of cernak road; THENCE EASTWARDLY ALONG THE LAST DESCRIPED PARALLEL LINE, A DISTANCE OF 169.20 FEET TO AN INTERSECTION WITH A LINE WHICH IS 243.09 FEET WESTERLY OF AND PARALLEL WITH THE BAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTHWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.00 PERT TO AN INTERSECTION WITH A LINE WHICH IS 276.16 FEBT NORTH OF AND PAPALLEL WITH SAID NORTH LINE OF CERMAN ROAD; THENCE BASTWARDLY ALONG THE LAST DESCRIBED PRALLEL LINE, A DISTANCE OF 20.00 PRET; THENCE SOUTHWARDLY ALONG A LINE WHICH IS PARALLEL WITH SAID BAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 40.0% PRET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 143.68 FEET TO AN INTERSECTION WITH A LINE WHICH IS 65.50 PEET BAST OF AND PAULALLEL WITH SAID LINE "A"; THENCE SOUTHWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, & DISTANCE OF 75.66 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD. A DISTANCE OF 20.00 FEST; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 83.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 7/.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD; THENCE WESTWARDLE WAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.00 PERT; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 32.00 PERT; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH NORTH LINE OF CERMAK ROAD, A DISTANCE OF 20.00 FEBT; THENCE COUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 45.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF CERMAK ROAD; THENCE WESTWARDLY ALONG SAID NORTH LINE, A DISTANCE OF 65.50 FEET TO THE POINT OF BEGINNING.



がない

UNOFFICIAL COPY

Property of Cook County Clerk's Office