

# UNOFFICIAL COPY

Mortgage

94707064

THIS MORTGAGE is made on June 7 19 94

not personally but as Trustee under a Trust Agreement with ASG Sherman Graphics, Inc.

and known as

Trust No. 3365 N. Drake, Chicago, Illinois 60618  
whose address is NBD Bank  
and state

(the "Mortgagor")  
(Bank Name)

association corporation whose address is 211 S. Wheaton Avenue, Wheaton, Illinois 60187

(the "Mortgagee")

\* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the City of Chicago  
County of Cook State of Illinois

See attached Exhibit A

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

08/05/94 0004 MOH 9:10  
RECORDING # 31.00  
MATINGS # 0.50  
94707064 H  
08/05/94 0004 MOH 9:19

(the "Premises")  
Commonly known as 3365-3415 North Drake, Chicago, Illinois 60618  
Tax Parcel Identification No. 17-23-405-065, 13-23-405-066

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights of way, licenses, privileges and hereditaments
- (2) Land lying in the bed of any road or the like, opened, proposed or vacated, or any strip or vest, adjoining the Premises
- (3) All machinery, apparatus, equipment, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warrantable to the Mortgagee
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any
- (5) All awards or payments including interest made as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment
- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise

The Premises are unencumbered except as follows:

(Permitted Encumbrances) If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagee shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

- (a) The notes dated June 7, 1994 in the principal amount of \$891,934.37 respectively maturing on June 7, 1999 executed and delivered by ASG Sherman Graphics, Inc. to the Mortgagee with interest at the per annum rate of \_\_\_\_\_ percent (\_\_\_\_%) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of \_\_\_\_\_ percent (\_\_\_\_%) and \_\_\_\_\_ percent (\_\_\_\_%)
- (b) the guaranty of the debt of \_\_\_\_\_ (date) \_\_\_\_\_ executed and delivered by \_\_\_\_\_ to the Mortgagee
- (c) \_\_\_\_\_ including any extensions, renewals, modifications or replacement, without limit as to the number or frequency (the "Debt")

**LIMITATION ON AMOUNT SECURED BY MORTGAGE:** Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ 925,000.00 at any one time outstanding.

**FUTURE ADVANCES AND CROSS DEBTS:** The Debt shall include all such present and future direct and indirect obligations and liabilities of the Mortgagor or any one or more of them, with or without others, to the Mortgagee. This Debt shall apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall execute by him or her the Mortgagee shall receive all notes, checks, receipts, and other documents of the Mortgagor. The Mortgagee shall promptly notify the Mortgagor of any lien on all or any part of the Premises and shall promptly discharge any unperfected lien or encumbrance.

This Mortgage shall also secure the performance of the promises and agreements made by the Mortgagor.

**CHANGE IN TAXES:** In the event of the passage of any law or regulation, federal or state, applicable to the date of this Mortgage in any manner changing or modifying the laws or regulations concerning the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

The Mortgage premises and other as follows:

**INSURANCE:** Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises continuously insured for the benefit of the Mortgagee against fire and such other risks and perils as are customarily covered by the standard form of extended coverage contract available in the State of Illinois, including risks of vandalism and theft, as provided, and shall further provide flood insurance of the Premises insured in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it.

**PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS:** The Mortgagee shall promptly pay, when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of the Mortgage, and any instrument evidencing the Debt.

**TAXES:** The Mortgagor shall pay, when due, and before any interest collection fees or penalties, shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

prepared by and mail to: NBD Bank  
3150/24 One South Northwest Highway, Park Ridge, IL 60068

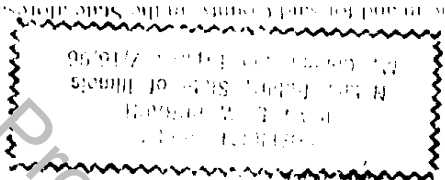
CGMS-  
17-23-405-065  
13-23-405-066

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Page 1 of 1

Notary Public in and for said County, the State of Illinois, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this 7th day of July, 1992, by the undersigned, whose names and capacities are hereinafter set forth.



*Robert E. ...*  
Notary Public

State of Illinois  
County of ...

My Commission Expires 7/16/96

Witness my hand and seal of office at the City of Chicago, State of Illinois, this 7th day of July, 1992.

State of Illinois  
County of ...

94707064

By: *Charles Sherman*  
Charles Sherman  
President  
ASG SHERMAN GRAPHICS, INC.  
and Thomas A. ...

Witness my hand

Witness my hand and seal of office at the City of Chicago, State of Illinois, this 7th day of July, 1992.

the provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagee in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagee and the Mortgagee that the indemnification provisions of this section shall only apply to an action commenced against any claimant or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

(c) The Mortgagee shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagee's interest in and possession of that part of the Premises to which such Hazardous Materials have been so introduced shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.

(d) The Mortgagee shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee or successors or assigns.

The Mortgagee agrees that in the event this Mortgage is foreclosed or the Mortgagee is satisfied in lieu of foreclosure, the Mortgagee shall deliver the Premises to the Mortgagee, free of any and all Hazardous Materials which are then required to be removed by their own laws or immediately pursuant to applicable federal, state, and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" means any materials or substance, in which or to which is defined as a "hazardous substance", "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 USC Section 9601 et seq) and amendments thereto and regulations promulgated thereunder, (ii) containing gasoline, oil, diesel fuel or other petroleum products, (iii) which is or becomes defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq) and amendments thereto and regulations promulgated thereunder, (iv) containing polychlorinated biphenyls (PCBs), (v) containing asbestos, (vi) which is radioactive, (vii) which is biologically hazardous or (viii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy, or (ix) which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local statute, regulation or ordinance, (x) any toxic, explosive, corrosive or otherwise hazardous substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, or (xi) which causes a nuisance upon or waste to the Premises.

"Governmental Regulations" means any law, regulation, rule, policy or ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagee in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagee and the Mortgagee that the indemnification provisions of this section shall only apply to an action commenced against any claimant or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

**11. EVENTS OF DEFAULT/ACCELERATION:** Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedy, and if this Mortgage or as otherwise provided by law: (1) The Mortgagee or if other than the Mortgagee, any principal obligor of the Debt, Principal Obligor (a) fails to pay when due any amount payable under the notes, the guaranty, or any other agreement evidencing the Debt, (2) the Mortgagee or Principal Obligor (a) fails to observe or perform any other term of the notes, the guaranty, or any other agreement evidencing the Debt or (b) makes any materially in correct or misleading representation in any financial statement or other information delivered to the Mortgagee, (3) the Mortgagee or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becoming unenforceable in whole or in part, or any guarantor fails to promptly perform under such guaranty, (4) the Mortgagee fails to pay when due any amount payable under any note or agreement evidencing the debt to the Mortgagee or defaults under the terms of an agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee, (5) a reportable event as defined in the Employee Retirement Income Security Act of 1974 or amended occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagee or Principal Obligor or any affiliate of the Mortgagee or Principal Obligor, (6) the Mortgagee or Principal Obligor becomes insolvent or unable to pay its debts as they become due to the Mortgagee or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) consents to the appointment of a custodian, receiver or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy reorganization, liquidation, insolvency or similar laws of any state, or (d) consents to the appointment of a custodian, receiver or trustee for itself or for a substantial part of its assets, or (e) makes the assignment of the partnership and which the appointment is made and is not removed or withdrawn after such appointment, (7) the proceeds of a common stock of the Mortgagee or Principal Obligor or under any beneficial interest in any common stock of the Mortgagee or Principal Obligor or any subsidiary, affiliate, or related party, as defined in the Uniform Commercial Code, are committed to the Mortgagee or Principal Obligor, (8) the Mortgagee or Principal Obligor consents to the commencement of such proceedings, or (9) any judgment is entered against the Mortgagee or Principal Obligor or any affiliate, or any instrument is executed against any property of the Mortgagee or Principal Obligor, (10) any proceedings are instituted for the recovery of any collection or payment of any debt or obligation, or (11) the Mortgagee or Principal Obligor or any affiliate, or any subsidiary, or any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee or Principal Obligor, (12) the Mortgagee or Principal Obligor, without the Mortgagee's written consent, acquires a direct ownership or consolidates with any third party, or sells a material part of its assets or business, outside the ordinary course of its business, or (d) agrees to do any of the foregoing, (b) there is a substantial change in the existing or prospective

financial condition of the Mortgagee or Principal Obligor, which the Mortgagee determines to be a substantial change in the financial condition of the Mortgagee or Principal Obligor.

**12. REMEDIES UPON DEFAULT:** Upon the occurrence of any of the events of default set forth in the Mortgagee or if the Mortgagee or the Mortgagee or any other obligor shall become immediately due and payable, and Mortgagee shall pay all expenses of Mortgagee, including attorney's and paralegal's fees, and all expenses incurred in connection with the Mortgagee and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to exercise the terms of this Mortgage. In any suit to foreclose the lien of this Mortgage, they shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's and paralegal's fees, appraisers' fees, costs of investigation, costs of evidence, stenographer's charges, publication costs, costs of proceeding in any state or federal court, searches and examinations, title insurance policies, liens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the highest rate permitted under any of the provisions of law, any of the Debt. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on its behalf or Mortgagee in connection with any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of this note or any instrument which secures the note after default, whether or not actually commenced, or any preparation for the defense of any threatened suit or proceeding which might affect the Premises of the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note and the liabilities first to interest and then to principal, fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagee the right to possess the Premises pursuant to Chapter 110, Sections 15-1.01 through 15-1.03 of the Illinois Revised Statutes and/or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the grant and/or without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. The Mortgagee in possession and/or receiver shall have all powers conferred by law including but not limited to the power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of Mortgagee in possession or receiver, would be entitled to collect the rents, issues and profits. The Mortgagee in possession or receiver shall also have all other powers which may be necessary or proper for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the Mortgagee in possession or receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured hereby, or secured by any instrument foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or will become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the note in case of a foreclosure sale and deficiency. No action for the enforcement of the lien of or any provision of this Mortgage shall be subject to any defense which would not be good and available to the party asserting the same in an action at law upon the note.

**13. REPRESENTATIONS:** If the Mortgagee is a corporation it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, that it is duly qualified and in good standing under the laws of Illinois, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by laws. If the Mortgagee is a general or limited partnership it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagee represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement enforceable in accordance with its terms. Each Mortgagee further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

**14. NOTICES:** Notices to the Mortgagee or any other party to this Mortgage shall be deemed effective if made in writing by hand delivery, by registered or certified mail, postage prepaid, with return receipt requested, by first class or express mail, postage prepaid, or by Federal Express, Parcel Post or like overnight courier service or (b)

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THE STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Illinois

STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Illinois

94707064

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EXHIBIT

## PARCEL 1:

THAT PART OF BLOCK 2 IN EATON AND HALE'S ADDITION TO GRANDVIEW, BEING A SUBDIVISION OF SUB-LOT 2, IN ASSESSOR'S DIVISION OF LOT 16 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE VACATED ALLEYS IN SAID BLOCK 2 AND OF VACATED ROSCOE STREET IN SAID SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF NORTH AVONDALE AVENUE, AS OPENED BY DOCUMENT NUMBER 1185670, WHICH IS 212 FEET EAST OF THE EAST LINE NORTH DRAKE AVENUE (AS MEASURED ON A LINE PARALLEL WITH THE NORTH LINE OF WEST HENDERSON STREET); THENCE SOUTH, PARALLEL WITH SAID EAST LINE OF NORTH DRAKE AVENUE, A DISTANCE OF 99.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 349.76 FEET TO THE CENTER ANGLE OF SAID ARC, THE CIRCLE BEING 15 DEGREES 40 MINUTES 12 SECONDS, A DISTANCE OF 95.66 FEET TO A POINT OF TANGENCY IN A LINE THAT IS 225 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF NORTH DRAKE AVENUE (AS MEASURED PARALLEL TO SAID NORTH LINE OF HENDERSON STREET); THENCE SOUTH ALONG SAID LINE 25 FEET TO A POINT THAT IS 356.60 FEET NORTH OF SAID NORTH LINE OF HENDERSON STREET (AS MEASURED PARALLEL WITH THE SAID EAST LINE OF DRAKE AVENUE); THENCE EAST PARALLEL WITH SAID NORTH LINE OF HENDERSON STREET, A DISTANCE OF 0.48 OF A FOOT; THENCE SOUTH PARALLEL TO SAID EAST LINE OF DRAKE AVENUE, 46.30 FEET TO A POINT IN A LINE THAT IS 310.30 FEET NORTH OF THE NORTH LINE OF HENDERSON STREET (AS MEASURED PARALLEL WITH SAID EAST LINE OF DRAKE AVENUE); THENCE WEST PARALLEL TO SAID NORTH LINE OF HENDERSON STREET, 91.52 FEET TO A POINT IN A DIAGONAL LINE THAT IS DRAWN FROM A POINT IN THE SOUTH LINE OF LOT 13 IN SAID BLOCK 2 (SAID POINT BEING 117.54 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT) TO A POINT IN THE NORTH LINE OF LOT 29, IN BLOCK 3 IN SAID SUBDIVISION (SAID POINT BEING 5 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT); THENCE NORTHWESTERLY ALONG SAID DIAGONAL LINE 26.91 FEET TO THE AFORESAID POINT IN THE SOUTH LINE OF LOT 13; THENCE NORTHWESTERLY 91.97 FEET TO A POINT IN A LINE THAT IS 409.41 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF HENDERSON STREET (AS MEASURED PARALLEL WITH SAID EAST LINE OF DRAKE AVENUE), SAID POINT BEING 68.88 FEET EAST OF THE SAID EAST LINE OF DRAKE AVENUE (AS MEASURED PARALLEL WITH SAID NORTH LINE OF HENDERSON STREET); THENCE EAST ALONG SAID PARALLEL LINE 130.17 FEET TO AN INTERSECTION WITH A DIAGONAL LINE THAT IS DRAWN FROM A POINT 205.92 FEET EAST OF SAID EAST LINE OF DRAKE AVENUE AND 356.60 FEET NORTH OF SAID NORTH LINE OF HENDERSON STREET (ALL MEASURED PARALLEL TO THE AFORESAID STREETS) TO A POINT THAT IS 190 FEET EAST OF SAID EAST LINE OF DRAKE AVENUE AND 479 FEET NORTH OF SAID NORTH LINE OF HENDERSON STREET (ALL MEASURED PARALLEL TO SAID STREETS); THENCE NORTHWESTERLY ALONG SAID DIAGONAL LINE, 70.22 FEET TO THE AFORESAID POINT 190 FEET EAST AND 479 FEET NORTH; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF DRAKE AVENUE, 86 FEET; THENCE NORTHWESTERLY 32.37 FEET TO A POINT IN THE AFORESAID SOUTHERLY LINE OF NORTH AVONDALE AVENUE, 35 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID LINE 35 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A PART OF BLOCK 3 AND OF VACATED ALLEY IN SAID BLOCK AND OF VACATED ST. LOUIS AVENUE, AND VACATED ROSCOE STREET ALL IN EATON AND HALES ADDITION TO GRAND VIEW, BEING A SUBDIVISION OF SUB-LOT 2 OF ASSESSOR'S DIVISION OF LOT 16 OF ASSESSORS DIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF VACATED ST. LOUIS AVENUE, 209.82 FEET, NORTH OF THE NORTH LINE OF HENDERSON STREET, THENCE WEST AT RIGHT ANGLES 224.28 FEET TO AN INTERSECTION WITH A DIAGONAL LINE (WHICH LINE IS DRAWN FROM A POINT IN THE NORTH LINE

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EXHIBIT A CONT'D

OF LOT 29 IN SAID BLOCK, 5 FEET EAST OF THE NORTH WEST CORNER THEREOF TO A POINT IN THE WEST LINE OF LOT 27 IN SAID BLOCK, 61 FEET SOUTH OF THE NORTH WEST CORNER THEREOF); THENCE NORTHWESTERLY ALONG SAID DIAGONAL LINE A DISTANCE OF 70.74 FEET TO SAID POINT IN SAID NORTH LINE OF LOT 29; THENCE NORTHWESTERLY ALONG ANOTHER DIAGONAL LINE (WHICH INTERSECTS THE SOUTH LINE OF LOT 13 IN BLOCK 2 IN SAID SUBDIVISION 117.54 FEET EAST OF THE SOUTH WEST CORNER THEREOF) A DISTANCE OF 56.48 FEET TO A POINT IN A LINE THAT IS 310.30 FEET NORTH OF (AS MEASURED ON THE SAID CENTER LINE OF ST. LOUIS AVENUE) AND PARALLEL TO THE SAID NORTH LINE OF HENDERSON STREET; THENCE EAST ALONG SAID PARALLEL LINE, 300.50 FEET TO THE AFORESAID CENTER LINE OF ST. LOUIS AVENUE; THENCE SOUTH ALONG SAID CENTER LINE 100.48 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

FOR THE CONSIDERATION AFORESAID, THE GRANTOR GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS A NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PREMISES HEREBY CONVEYED, A PERPETUAL AND IRREVOCABLE EASEMENT FOR INGRESS AND EGRESS OVER THAT PART OF VACATED ST. LOUIS AVENUE, AS LAID OUT IN HALL'S SUBDIVISION OF LOT 10 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SAID ST. LOUIS AVENUE AND THE SOUTHERLY LINE OF AVONDALE AVENUE, THENCE SOUTH ON SAID CENTER LINE, 162 FEET; THENCE EAST AT RIGHT ANGLES TO SAID CENTER LINE, 16 FEET; THENCE NORTH, PARALLEL WITH SAID CENTER LINE 149.30 FEET TO SAID SOUTHWESTERLY LINE OF AVONDALE AVENUE; THENCE NORTHWESTERLY, 20.43 FEET TO THE POINT OF BEGINNING.

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Property of Cook County Clerk's Office