

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION (hereinafter referred to as "this Modification") is made and entered into as of the 15th day of July, 1995, by (i) **FLANAGAN, BILTON & BRANNIGAN**, an Illinois general partnership (hereinafter referred to as "FBB"), (ii) **NBD TRUST COMPANY OF ILLINOIS**, not personally or individually, but as Trustee under Trust Agreements dated June 27, 1986 and known as Trust Numbers 279-WF and 280-WF (hereinafter referred to as the "Otis Trustee"), (iii) **THOMAS D. FLANAGAN** and **CONSTANCE A. FLANAGAN** (hereinafter referred to collectively as "Flanagan"), and (iv) **THE FIRST NATIONAL BANK OF NORTHBROOK**, not personally or individually, but as Trustee under Trust Agreement dated June 16, 1986 and known as Trust Number 330 (hereinafter referred to as the "Riverwoods Trustee"; all of the foregoing being hereinafter referred to collectively as the "Borrowing Parties"), to and for the benefit of **ASSOCIATED BANK** (hereinafter referred to as the "Lender").

RECITALS:

A. Flanagan is justly indebted to Lender in the aggregate principal sum of **TWO MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,950,000.00)**, evidenced by those two (2) certain notes of Flanagan dated June 21, 1994 in the amount of **TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)** (hereinafter referred to as "Flanagan Note II") and **NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$950,000.00)** (hereinafter referred to as "Flanagan Note I"), made payable to the order of Associated Bank and delivered to Lender, in and by which notes Flanagan promises to pay the said principal sums and interest at the rate and installments as provided in said notes, with a final payment of the balance, if not sooner paid, to be due on the 15th day of July, 1995.

B. FBB is justly indebted to Lender in the current principal sum of **EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-THREE AND 73/100 DOLLARS (\$825,843.73)**, evidenced by that certain note of FBB in the original principal amount of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** dated June 21, 1994 (hereinafter referred to as the "FBB Note").

C. The obligations of Flanagan and FBB to Lender are further evidenced by and described in that certain Loan Agreement dated of even date herewith among Flanagan, FBB and Lender (hereinafter referred to as the "Loan Agreement").

D. The FBB Note, Flanagan Note I and Flanagan Note II (hereinafter referred to collectively as the "Notes") are secured by mortgages executed by the Otis Trustee, Flanagan and the Riverwoods Trustee dated June 21, 1994 and recorded on July 22, 1994 in the office of the Lake County Recorder as Document Number 37570895 as to Parcel 3 of the real property legally described on Exhibit "A" attached hereto and by this reference incorporated herein, and on

95609883

57,00
54,00
191,00
40

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/15

July 21, 1994 in the office of the Cook County Recorder as Document Number 94-637195 as to Parcels 1 and 2 of the said real property legally described on said Exhibit "A" (hereinafter referred to collectively as the "Mortgages"), and by other collateral described in the Loan Agreement (the Loan Agreement, Notes, Mortgages and other documents evidencing and securing such loans being hereinafter referred to collectively as the "Loan Documents").

E. The parties desire to modify and amend the Loan Documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. Amendments to Notes. The Notes are hereby amended as follows, effective as of the date hereof:

(A) The maturity date of each of the Notes is hereby extended to July 15, 1996, and all references in the Loan Documents to the maturity date of a Note shall be deemed to refer to July 15, 1996.

(B) The current outstanding principal balances of the Notes and interest rates and payments thereunder are as follows: (i) FBB Note: EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-THREE AND 73/100 DOLLARS (\$825,843.73); Lender's Prime Rate plus one percent (1%); and quarterly principal and interest payments of SIXTY THOUSAND EIGHT HUNDRED TWENTY-NINE AND 18/100 DOLLARS (\$60,829.13) on the 15th day of each October, January, April and July; (ii) Flanagan Note I: NINE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$945,000.00); Lender's Prime Rate plus one percent (1%); and interest only payments quarterly on the 15th day of each October, January, April and July; and (iii) Flanagan Note II: ONE MILLION NINE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$1,947,570.00); Lender's Prime Rate plus one percent (1%); and quarterly principal and interest payments of FIFTY-SIX THOUSAND FOUR HUNDRED SEVENTY-SIX AND 55/100 DOLLARS (\$56,476.55) on the 15th day of each October, January, April and July.

(C) From and after the date hereof, all references in the Loan Documents to any Loan Document shall be deemed to refer to such Loan Document as modified hereby.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/10

3. **Reaffirmation of Representations and Warranties.** The Borrowing Parties hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties made by such party as contained in the Loan Documents.

4. **Reaffirmation of Covenants.** The Borrowing Parties do hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision of such party set forth in the Loan Documents, as herein modified.

5. **No Vitiating of Liability.** Nothing contained herein shall vitiate or discharge any party's liability under the Loan Documents, as herein modified.

6. **Offsets and Defenses.** The Borrowing Parties hereby acknowledge and agree that: (i) as of the date of this Modification, there are no offsets, defenses or counterclaims against Lender arising out of or in any way relating to the Loan Documents, (ii) they release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which they or any of them may now have or claim to have against Lender or any of the other persons or entities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, and (iii) Lender is not in default under the Loan Documents.

7. **Entire Agreement.** The Borrowing Parties acknowledge that: (i) there are no other agreements or representations, either oral or written express or implied, relating to the amendments to the Loan Documents set forth herein and other provisions hereof that are not embodied in this Modification; (ii) this Modification and the Loan Agreement represent a complete integration of all prior and contemporaneous agreements and understandings of Lender and the Borrowing Parties relating to the matters set forth herein, and (iii) all such agreements, understandings, and documents, except for the Loan Documents, are hereby superseded by this Modification.

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

9. **Laws of Illinois.** This Modification shall be governed and construed under the laws of the State of Illinois.

10. **Counterparts.** This Modification may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1/28/2010 10:00 AM

11. **Construction.** The words "hereof", "herein" and "hereunder", and other words of a similar import refer to this Modification as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Modification are to the designated Sections and other subdivisions of this Modification as originally executed. The headings of this Modification are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

12. **No Third Party Beneficiaries.** This Modification shall inure to the sole benefit of the Borrowing Parties and Lender. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Modification.

13. **Lend Trustee Exculpation.** This Modification is executed by ^{*Premier Trust Services, Inc. successor to} NBD BANK AS SUCCESSOR TRUSTEE TO COMPANY OF ILLINOIS and THE FIRST NATIONAL BANK OF NORTHBROOK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee (and each of said Trustees hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any said Trustee personally to pay the Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustees personally are concerned, the legal holder or holders of the Notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the property for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any of the Borrowing Parties.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

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.

FBE:

FLANAGAN BILTON & BRANNIGAN, an Illinois general partnership

By: [Signature]
A General Partner

FLANAGAN:

[Signature]
THOMAS D. FLANAGAN

[Signature]
CONSTANCE A. FLANAGAN

OTIS TRUSTEE:

NBD BANK AS SUCCESSOR TRUSTEE TO ^{AS} NBD TRUST COMPANY OF ILLINOIS, not personally or individually, but as Trustee under Trust Agreements dated June 27, 1986 and known as Trust Numbers 279-WF and 280-WF

By: [Signature]
It is acknowledged that the signature of NBD BANK ATTACHED HERETO IS BY THE BANK AS PART HEREOF.

RIVERWOODS TRUSTEE:

THE FIRST NATIONAL BANK OF NORTHBROOK, not personally or individually, but as Trustee under Trust Agreement dated June 16, 1986 and known as Trust Number 330

By: [Signature]
Its: Senior Vice President

ATTEST: [Signature]
Assistant Vice President

Prepared By
Lawrence N. Grillon
KATZ RANDALL & WEINBERG
200 N. LA SALLE ST. SUITE 2300
CHICAGO, IL 60601

KRW 03600-00501

RETURN TO Box 340

LMG/160240.1 8/1/93

5

95609883

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXAMINATION OF THIS DOCUMENT
AND PROPERTY OF THIS COURT ATTACHED
HEREIN IS HEREBY EXPRESSLY MADE A
PART HEREOF.

CHICAGO, ILL. 60601
COURT CLERK'S OFFICE
JANUARY 1, 2012

00000000

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF MODIFICATION OF LOAN DOCUMENTS

0279-WF
DATED JULY 15, 1995 UNDER TRUST NO. 0280-WF

This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under Trust No. 0279-WF/0280-WF, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by NBD Bank, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD Bank, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD Bank, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD Bank, personally or as said Trustee to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD Bank, personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that NBD Bank, shall have no liability, contingent or otherwise arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

NBD Bank, Successor Trustee to NBD Trust Company of Illinois,
as Trustee under Trust No. 0279-WF and not individually

ATTEST:

Wayne H. Coble, Jr.
Assistant Vice President

By: Annette N. Brusca
Assistant Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Joan Wilson a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Assistant Vice President and Wayne H. Coble, Jr., Assistant Vice President of NBD Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth, and the said Assistant Vice President did also then and there acknowledge that he/she as custodian of the Corporate seal of said Corporation did affix the said Corporate seal to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

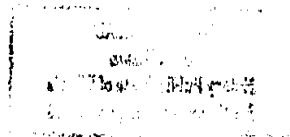
GIVEN under my hand and Notarial Seal this 23rd day of August, A.D. 19 95.



Joan Wilson
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

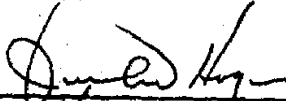


CONSENT OF LENDER

The undersigned Lender hereby consents to and approves the foregoing Modification of Loan Documents.

DATED: August 21st, 1995.

ASSOCIATED BANK

By: 
Its: VICE PRESIDENT

Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$57.00
. T#0004 TRAN 3571 09/12/95 11:01:00
. #2195 + LF #-95-609883
COOK COUNTY RECORDER
DEPT-10 PENALTY \$54.00

95609883

UNOFFICIAL COPY

Property of Cook County Clerk's Office

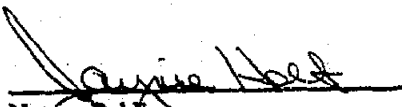
2001-0001

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Jaynie Holt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas D. Flanagan, as a general partner of Flanagan Bilton & Brannigan, 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, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, as such general partner, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of August, 1995.


Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carrie Gartland, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS D. FLANAGAN 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 7th day of August, 1995.

Carrie Gartland
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carrie Gartland, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CONSTANCE A. FLANAGAN 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 7th day of August, 1995.

Carrie Gartland
Notary Public



95609883

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6/20/2008

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Jaynie Holt, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph D. Hogan, Vice Pres. of Associated Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Pres. of said Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of August, 1995.



Jaynie Holt
Notary Public

COOK
ILLINOIS

I, Barbara B. Riscili, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth H. Cooke, Senior Vice President of First National Bank of Northbrook, and Susan Zbikowski, Asst. VP, ~~Trustee~~ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and ~~Trustee~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said ~~Trustee~~ did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of August A.D. 19 95.



Barbara B. Riscili
Notary Public

95609883

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (Wynstone Property):

Lot 8-J in Wynstone, being a Subdivision of that part of the Southwest Quarter of Section 6, Township 43 North, Range 10, East of the Third Principal Meridian, also that part of the West Half of Section 7, Township and Range aforesaid; also that part of Section 12, Township 43 North, Range 9, East of the Third Principal Meridian; also the Southeast Quarter of the Southeast Quarter of Section 1, Township and Range aforesaid, according to the Plat thereof recorded December 17, 1987, as Document 2641114, and corrected by Certificates of Correction recorded January 4, 1988 as Document 2645684 and recorded January 19, 1988 as Document 2649586, all in Lake County, Illinois.

Permanent Tax Number: 14-07-101-032

Commonly Known as: 33 Hidden Brook Lane, North Barrington, Illinois

PARCEL 2 (Otis Property):

Lots 1 and 2 of Charles Subdivision, being a subdivision of part of the South half of the Southeast Quarter of the Southeast Quarter, and part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois.

Permanent Tax Number: 01-04-402-013

Commonly Known as: 222 Otis, Barrington Hills, Illinois

PARCEL 3 (Riverwoods Property):

THAT PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; RUNNING THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, TO THE WEST LINE OF PREMISES CONVEYED BY JOHN E. BARRETT AND MINNIE B. BARRETT, HIS WIFE, TO FREDERICK A. PRESTON BY WARRANTY DEED DATED FEBRUARY 1, 1923 AND RECORDED AUGUST 11, 1923 AS DOCUMENT 328057, IN BOOK 254 OF DEEDS, PAGE 313; THENCE NORTH ALONG SAID WEST LINE 568.50 FEET, MORE OR LESS, TO THE SOUTH EAST CORNER OF THE PREMISES CONVEYED BY JOHN E. BARRETT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

AND MINNIE B., HIS WIFE, TO FRANK A. O'DONNELL BY WARRANTY DEED DATED OCTOBER 19, 1937 AND RECORDED OCTOBER 20, 1937 AS DOCUMENT 442582 IN BOOK 412 OF DEEDS, PAGE 149; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PREMISES CONVEYED BY FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE EAST 1453.50 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, 193.0 FEET; THENCE NORTH PERPENDICULAR TO SAID CENTER LINE, 225.0 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS EXCEPT:

PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND FALLING WITHIN THE MILWAUKEE AVENUE RIGHT-OF-WAY AND THE DEERFIELD ROAD RIGHT-OF-WAY, AS DEDICATED OR USED.

THAT PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; RUNNING THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, TO THE WEST LINE OF PREMISES CONVEYED BY JOHN E. BARRETT AND MINNIE E. BARRETT, HIS WIFE TO FREDERICK A. PRESTON BY WARRANTY DEED DATED FEBRUARY 1, 1923 AND RECORDED AUGUST 11, 1923 AS DOCUMENT 228057, IN BOOK 254 OF DEEDS, PAGE 313; THENCE NORTH ALONG SAID WEST LINE 568.50 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PREMISES CONVEYED BY JOHN E. BARRETT AND MINNIE B., HIS WIFE, TO FRANK A. O'DONNELL BY WARRANTY DEED DATED OCTOBER 19, 1937 AND RECORDED OCTOBER 20, 1937 AS DOCUMENT 442582 IN BOOK 412 OF DEEDS, PAGE 149; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PREMISES CONVEYED BY FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE EAST 1453.50 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, 193.0 FEET; THENCE NORTH PERPENDICULAR TO SAID

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CENTER LINE, 225.0 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WESTERLY FIVE FEET ADJOINING THE MILWAUKEE AVENUE RIGHT-OF-WAY (AS DEDICATED OR USED) AND THE SOUTHERLY FIVE FEET ADJOINING THE DEERFIELD ROAD RIGHT-OF-WAY (AS DEDICATED OR USED) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; RUNNING THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, TO THE WEST LINE OF PREMISES CONVEYED BY JOHN E. BARRETT AND MINNIE B. BARRETT, HIS WIFE, TO FREDERICK A. PRESTON BY WARRANTY DEED DATED FEBRUARY 1, 1923 AND RECORDED AUGUST 11, 1923 AS DOCUMENT 228057, IN BOOK 254 OF DEEDS, PAGE 313; THENCE NORTH ALONG SAID WEST LINE 568.50 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PREMISES CONVEYED BY JOHN E. BARRETT AND MINNIE B., HIS WIFE, TO FRANK A. O'DONNELL BY WARRANTY DEED DATED OCTOBER 19, 1937 AND RECORDED OCTOBER 20, 1937 AS DOCUMENT 442582 IN BOOK 412 OF DEEDS, PAGE 149; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PREMISES CONVEYED BY FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE EAST 1453.50 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD, 193.0 FEET; THENCE NORTH PERPENDICULAR TO SAID CENTER LINE, 225.0 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; AND EXCEPT THEREFROM THAT PART FALLING WITHIN THE MILWAUKEE AVENUE RIGHT-OF-WAY AND THE DEERFIELD ROAD RIGHT-OF-WAY, AS DEDICATED OR USED), IN LAKE COUNTY, ILLINOIS.

Permanent Tax Number: 15-26-300-018

Commonly Known as: 1131 Milwaukee Avenue, Riverwoods, Illinois

