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MAIL TO

DEPT-10 PENALTY

\$40.00

WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company
4800 North Harlem Avenue
Harwood Heights, IL 60858

95623052

SEND TAX NOTICES TO:

Parkway Bank and Trust Company
4800 N. Harlem Avenue
Harwood Heights, IL 60858

DEPT-01 RECORDING \$43.50
T40014 TRAN 7547 09/15/95 15:16:00
47808 + JW **95-623052
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Mortgage prepared by: Jeanette M. Leanlak
4800 N. Harlem Avenue
Harwood Heights, Illinois 60656

CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED AUGUST 10, 1995, between Parkway Bank and Trust Company, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60658 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60658 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated September 3, 1992 and known as 10420, mortgages 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 easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property");

See exhibit A attached hereto and made a part hereof

LAND TITLE GROUP, INC.

The Real Property or its address is commonly known as 132 units in Oakwood Hills, Elgin, IL 60120.

Grantor presently assigns to Lender all of Grantor's right, title, 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 dollar 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 Note, including without limitation Oakwood Hills Limited Partnership, an Illinois Limited Partnership.

Grantor. The word "Grantor" means Parkway Bank and Trust Company, not personally but as trustee u/v 10420 dated SEpt. 3, 1992, Trustee under that certain Trust Agreement dated September 3, 1992 and known as 10420. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors,

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GRANTOR'S WAIVERS. Grantor waives all rights or 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 is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

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 INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

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

applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.750% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.500 percentage point(s) over the index, resulting in an initial rate of 10.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Note. The word "Note" means the promissory note or credit agreement dated August 10, 1995, in the original principal amount of \$1,709,000.00 from Borrower to Lender, together with all renewals, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

Lender. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns. The Lender is the mortgagee under this mortgage.

the note amount of \$1,709,000.00. hereafter may become otherwise unenforceable. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$1,709,000.00.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended 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. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$1,709,000.00.

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

sureties, and accommodation parties in connection with the indebtedness.

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness 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 due, and 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 provisions:

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, 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 tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of 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 arrangements 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 Real 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 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 Illinois 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 levied 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. Grantor 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 taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. 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 surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees 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 obligee under any surety bond furnished in the contest.

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Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will (cover) defend this Mortgage to Lender.

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest 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 added to the balance of the Note and be apportioned among and to payments 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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the amount of the policy; (c) the amount of the policy; (d) the expiration date of the policy; Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass 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 foreclosure sale of such Property.

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 not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds of the mortgage, less a prepay accrued interest, and the remainder shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after any amount owing to Lender under this Mortgage, then a prepay accrued interest, and the remainder shall be applied to the principal balance of the indebtedness, such proceeds shall be paid to Grantor.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate 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 to the Property. If any mechanical, electrical, plumbing, or other lien could be asserted on account of the work, services, or materials, Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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the title to the Property against 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.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

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

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 lieu 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 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 defend 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, Grantor 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 reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, 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 secured 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 on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any 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 Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (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 Lender cash or a sufficient corporate surety 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 shall constitute a security agreement to the extent any of the Property constitutes fixtures 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, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse 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 relating 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 Lender, 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 re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by

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Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse 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, Lender may do so for and in the name of Grantor as Grantor's attorney-in-fact for the purpose of making, executing, delivering, irrevocably appointing 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 desirable, 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 imposed upon Grantor under this 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 with the appropriate authority in the State and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Lender), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and the Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any satisfaction of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been or will be received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

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 insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in the 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 Grantor 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 fifteen (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.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. 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 false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business or the death of any partner, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, 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 foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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 limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. 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.

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the notice is to change the party's address. All copies of notices of foreclosure 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 Grantor's current address.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure of Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

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 Lender 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.

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 purposes 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. 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 enforceable.

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 benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without 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.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1001(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the

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NOTICES TO GRANOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Granor, shall be in writing, may be by telegram, mail, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change the address for notices under this Mortgage by giving formal written notice to the other parties, specifying the address to

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not 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 exhaust pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granor or Borrower under this Mortgage after failure of Granor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Notice of Sale. Lender shall give Granor 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.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not 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 exhaust pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granor or Borrower under this Mortgage after failure of Granor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

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

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

Mortgage in Possession. Lender shall have the right to be placed as mortgagee 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 Rent from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appraised value of the Property exceeds the amount of a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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 penalty which Borrower would be required to pay.

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:

Advance Charge. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insolvency. Lender reasonably deems itself insecure.

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08-10-1986
Loan No 28

MORTGAGE
(Continued)

Page 9

part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or 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 Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

INTEREST RESERVE. IT IS UNDERSTOOD THAT THE LENDER WILL, AT THE TIME WHEN THE LOAN IS OPENED, DEDUCT FROM THE PROCEEDS OF THE LOAN AND DEPOSIT IN A NON-INTEREST BEARING LOAN RESERVE ACCOUNT, THE SUM OF MONEY EQUAL TO THE INTEREST DUE FOR ONE MONTH ON THE ENTIRE AMOUNT OF THE LOAN.

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

upon the direction of its beneficiaries

upon the direction of its beneficiaries

GRANTOR:

Parkway Bank and Trust Company
~~As Trustee (and not individually)~~

By: [Signature]
Diane P. Pezyski, Vice President/Trust Officer

By: [Signature]
Jo Ann Kubinski, Asst. Trust Officer

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this trust, its management and control of the premises and as such, has the authority on his/her own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

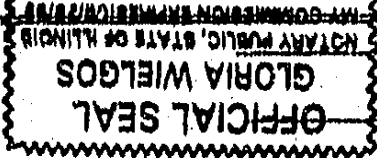
PARKWAY BANK & TRUST COMPANY, as Trustee

93623052

Property of Cook County

(IL-G03 OAK26.LN R10.OVL)

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 2.20 (c) 1995 CFI. PROGRAMS, THE RIGHTS RESERVED.



My commission expires 1/31/99

Notary Public in and for the State of

By

[Signature]

Residing at

[Signature]

On this 28 day of May, 1995, before me, the undersigned Notary Public, personally appeared Diane P. Pezyski and Jo Ann Kubinski, Vice President/Trust Officer and Asst. Trust Officer of Parkway Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

COUNTY OF

) 88

STATE OF

CORPORATE ACKNOWLEDGMENT

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DEVELOPER: OAKWOOD HILLS LIMITED PARTNERSHIP
1300 GREENBROOK BOULEVARD
HANOVER PARK, ILLINOIS 60103
700 830-2900

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE

THIS IS TO CERTIFY THAT I, JOHN T. WHITEHOUSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-2724, AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

THAT PART OF THE SOUTH HALF OF SECTION 18 AND PART OF THE NORTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1027.30 FEET; THENCE NORTH 81 DEGREES 03 MINUTES 04 SECONDS EAST, 420.70 FEET TO THE WESTERLY LINE OF VARSITY DRIVE AS DEDICATED BY DOCUMENT NUMBER 98012888; THENCE NORTH 51 DEGREES 20 MINUTES 22 SECONDS EAST, ALONG SAID WESTERLY LINE, 85.00 FEET; THENCE NORTH 81 DEGREES 03 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY LINE, 32.77 FEET; THENCE NORTH 31 DEGREES 20 MINUTES 22 SECONDS EAST, ALONG SAID WESTERLY LINE, 217.39 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 27 SECONDS EAST, ALONG SAID WESTERLY LINE, 53.86 FEET; THENCE NORTH 31 DEGREES 20 MINUTES 22 SECONDS EAST, ALONG SAID WESTERLY LINE, 341.12 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, ALONG SAID WESTERLY LINE, BEING A CURVE TO THE LEFT WITH RADIUS OF 225.80 FEET AND CHORD BEARING NORTH 2 DEGREES 44 MINUTES 07 SECONDS EAST, AN ARC DISTANCE OF 193.67 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HILLS UNIT 1, RECORDED AS DOCUMENT NUMBER 92538093; THENCE CONTINUING NORTHERLY, ALONG THE WESTERLY LINE OF SAID VARSITY DRIVE, BEING THE WESTERLY LINE OF SAID UNIT 1, ALONG A CURVE TO THE LEFT WITH RADIUS OF 225.80 FEET AND CHORD BEARING NORTH 20 DEGREES 24 MINUTES 04 SECONDS WEST, AN ARC DISTANCE OF 20.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID UNIT 1, 173.97 FEET TO A CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID UNIT 1, BEING A CURVE TO THE LEFT WITH RADIUS OF 230.00 FEET AND CHORD BEARING NORTH 51 DEGREES 42 MINUTES 08 SECONDS EAST, AN ARC DISTANCE OF 102.99 FEET TO A CORNER THEREOF; THENCE NORTH 42 DEGREES 54 MINUTES 14 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID UNIT 1, 185.00 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HILLS UNIT 2, RECORDED AS DOCUMENT NUMBER 04009288; THENCE THE FOLLOWING 10 COURSES ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID UNIT 2:
SOUTH 48 DEGREES 21 MINUTES 48 SECONDS WEST, 57.00 FEET;
NORTH 86 DEGREES 48 MINUTES 18 SECONDS WEST, 118.95 FEET;
NORTH 76 DEGREES 42 MINUTES 23 SECONDS WEST, 311.54 FEET;
NORTH 5 DEGREES 08 MINUTES 16 SECONDS EAST, 82.00 FEET;
NORTH 84 DEGREES 59 MINUTES 29 SECONDS WEST, 126.12 FEET;
NORTH 7 DEGREES 31 MINUTES 12 SECONDS EAST, 147.00 FEET;
NORTH 82 DEGREES 19 MINUTES 35 SECONDS EAST, 142.42 FEET;
NORTH 7 DEGREES 31 MINUTES 12 SECONDS EAST, 167.64 FEET;
EASTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 350.00 FEET AND CHORD BEARING SOUTH 88 DEGREES 38 MINUTES 51 SECONDS EAST, AN ARC DISTANCE OF 48.00 FEET;

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NORTH 11 DEGREES 18 MINUTES 53 SECONDS EAST, 276.13 FEET TO THE NORTHWEST CORNER OF SAID UNIT 2; THENCE NORTH 08 DEGREES 28 MINUTES 12 SECONDS WEST, 168.00 FEET TO THE SOUTHWESTERLY CORNER OF FORD MOTOR COMPANY PROPERTY; THENCE NORTH 24 DEGREES 02 MINUTES 57 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID FORD MOTOR COMPANY PROPERTY, 7.34 FEET; THENCE SOUTH 40 DEGREES 27 MINUTES 18 SECONDS WEST, 929.51 FEET TO THE WEST LINE OF LOT 8 OF THE COUNTY CLERK'S DIVISION OF SAID SECTION 18; THENCE SOUTH 8 DEGREES 17 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 8, 326.28 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 09 DEGREES 27 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH LINE, 638.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
 THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 01 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1897.801 THENCE NORTH 01 DEGREES 03 MINUTES 04 SECONDS EAST, 648.28 FEET TO THE EAST LINE OF VARSITY DRIVE AS DEDICATED BY DOCUMENT NUMBER 95012889, FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 11 MINUTES 30 SECONDS EAST, 617.10 FEET; THENCE NORTH 4 DEGREES 12 MINUTES 13 SECONDS WEST, 240.00 FEET; THENCE NORTH 4 DEGREES 24 MINUTES 08 SECONDS EAST, 340.70 FEET TO THE SOUTHWEST CORNER OF DARWOOD HILLS UNIT 1, RECORDED AS DOCUMENT NUMBER 9293801; THENCE NORTH 02 DEGREES 57 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF SAID DARWOOD HILLS UNIT 1, 321.09 FEET TO THE EASTERLY LINE OF SAID VARSITY DRIVE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT WITH RADIUS OF 286.80 FEET AND CHORD STARTING SOUTH 0 DEGREES 49 MINUTES 01 SECONDS WEST, AN ARC DISTANCE OF 224.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 31 DEGREES 20 MINUTES 22 SECONDS WEST, ALONG SAID EASTERLY LINE, 341.12 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 18 SECONDS WEST, ALONG SAID EASTERLY LINE, 52.00 FEET; THENCE SOUTH 31 DEGREES 20 MINUTES 22 SECONDS WEST, ALONG SAID EASTERLY LINE, 168.81 FEET; THENCE SOUTH 0 DEGREES 40 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY LINE, 39.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
 THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 01 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1897.80 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 04 SECONDS EAST, 648.28 FEET TO A CORNER OF VARSITY DRIVE AS DEDICATED BY DOCUMENT NUMBER 95012889, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 03 MINUTES 04 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID VARSITY DRIVE, 49.21 FEET; THENCE SOUTH 9 DEGREES 36 MINUTES 26 SECONDS WEST, 259.52 FEET TO THE NORTH RIGHT OF WAY LINE OF MAROON DRIVE; THENCE NORTH 09 DEGREES 19 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID MAROON DRIVE, 164.76 FEET TO THE EASTERLY LINE OF SAID VARSITY DRIVE; THENCE NORTH 31 DEGREES 20 MINUTES 22 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID VARSITY DRIVE, 286.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.L.N.'S

- 06-18-401-014-0000, VOLUME 060 (AFFECTS ONLY A PORTION OF PARCEL 2)
- 06-18-401-027-0000, VOLUME 060 (AFFECTS ONLY A PORTION OF PARCEL 1)
- 06-19-200-023-0000, VOLUME 060 (AFFECTS ONLY A PORTION OF PARCEL 1)
- 06-19-200-037-0000, VOLUME 060 (AFFECTS PARCEL 2 AND OTHER PROPERTY)
- 06-19-200-035-0000, VOLUME 060 (AFFECTS PARCEL 3 AND OTHER PROPERTY)

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