

bk/zundel.mtg

JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE (hereinafter referred to as the "Mortgage") is made the 30 day of August by Peter K. Zundel (hereinafter referred to as "Mortgagor") to Hans W. Morsbach (hereinafter referred to as "Mortgagee") to secure certain obligations of Mortgagor arising pursuant to an Undertaking (In the Nature of a Note).

PRIORITY RIGHTS OF SENIOR LENDER

NOTWITHSTANDING ANYTHING SET FORTH OR IMPLIED IN ANY SECTION OR PROVISION OF THIS MORTGAGE, THE RIGHTS AND REMEDIES OF THE MORTGAGOR HEREUNDER AND THE AUTHORITY OF THE MORTGAGOR TO EXERCISE DISCRETION HEREUNDER (PARTICULARLY, BUT WITHOUT LIMITATION, WITH RESPECT TO THE CHOICE OF INSURANCE COMPANIES AND APPLICATION OF INSURANCE PROCEEDS) ARE AT ALL TIMES SUBORDINATE AND SUBJECT TO THE RIGHTS AND AUTHORITY OF THE EXISTING FIRST MORTGAGOR (THE "SENIOR LENDER") UNDER ANY AND ALL DOCUMENTS OR EVIDENCES OF INDEBTEDNESS GRANTED TO SUCH SENIOR LENDER IN CONNECTION WITH THE EXISTING FIRST MORTGAGE OR TRUST DEED.

WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed and delivered a certain Undertaking (In the Nature of a Note) (the "Undertaking") for the benefit of Hans W. Morsbach which is intended to be secured by a Junior Mortgage on real estate more fully hereinafter described;

NOW, THEREFORE, in consideration of the covenants and undertakings herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

In order to secure the obligations of Mortgagor arising pursuant to the Undertaking (all of which obligations are herein referred to as the "Indebtedness"), Mortgagor does hereby MORTGAGE, GRANT, ASSIGN, TRANSFER, SET OVER, DELIVER AND CONVEY unto Mortgagee upon the terms and conditions of this Mortgage, the following described real estate and property located in Chicago, Cook County, Illinois:

That certain parcel of land located at Chicago, Cook County, Illinois as more particularly described in Exhibit A (the "Real Estate"), together with all rights, title and interests of Mortgagor in and to: (i) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate ("Easements"); (ii)

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Handwritten initials/signature: 7/30/98

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all buildings and other improvements of every kind and description now or hereafter placed on the Real Estate and all replacements thereof ("Improvements"); (iii) all extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements or Improvements ("Additions"); (iv) All rents, issues, proceeds, income and profits of the Real Estate, Easements, Improvements and Additions, including all payments made in connection with leases, subleases and other agreements affecting the Real Estate, Easements, Improvements or Additions ("Rents"); and (v) All awards, payments or proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation and tort claims ("Proceeds"). (Hereinafter, the Real Estate, Easements, Improvements and Additions are referred to collectively as the "Premises" and the Premises together with the Rents and Proceeds are referred to collectively as the "Mortgaged Property").

SUBJECT, HOWEVER TO THE ENCUMBRANCES AND OTHER MATTERS, IF ANY, CURRENTLY OF RECORD OR OTHERWISE CURRENTLY EXISTING (HEREINAFTER COLLECTIVELY REFERRED TO AS "PERMITTED EXCEPTIONS" OR "PERMITTED ENCUMBRANCES").

To HAVE AND TO HOLD the above granted and described Mortgaged Property for the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever, subject to the provisions hereof.

## ARTICLE I

### Representations of Mortgagor

Mortgagor represents that (i) Mortgagor has good, marketable and insurable fee simple title to the Real Estate and the Improvements, free and clear of all liens, charges and encumbrances of every kind and character except for Permitted Exceptions; (ii) Mortgagor has full power and lawful authority to encumber and convey the Mortgaged Property as provided herein; (iii) all Improvements now or hereafter comprising part of the Mortgaged Property are free and clear of all liens, charges and encumbrances of every kind and character, except for Permitted Exceptions; (iv) this Mortgage is and will remain a valid and enforceable junior lien on and security interest in the Mortgaged Property subject only to Permitted Exceptions; and (v) Mortgagor will forever defend such title and the validity, enforceability and priority of the lien and security interest hereof against the claims of all persons and parties whomsoever subject only to the Permitted Exceptions.

## ARTICLE II

### Covenants of Mortgagor

**SECTION 2.01. Payment of Obligations.** Mortgagor will punctually pay or cause to be paid when due the Indebtedness and will perform and observe all of its obligations under the Undertaking all without relief from valuation and appraisal laws.

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SECTION 2.02. Legality of Use. Mortgagor will not use or occupy, or permit the Premises to be used or occupied in any manner which violates any applicable law or which constitutes a public or private nuisance or which makes void, voidable or cancelable any insurance then in force with respect thereto.

SECTION 2.03. Insurance. Mortgagor will keep the Premises insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee.

SECTION 2.04. Taxes. Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all real estate taxes, general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

SECTION 2.05. Protection of Security by Mortgagee. Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, and prior liens and encumbrances. All such payments so incurred, including reasonable attorneys' fees and any other reasonable expenses incurred by Mortgagee, to protect the Mortgaged Property shall constitute advancements immediately due and payable by Mortgagor and shall be deemed to be secured by this Mortgage.

SECTION 2.06. Certificates. Mortgagor and Mortgagee, within ten (10) days after request of the other party therefor, shall furnish to such party a written statement, duly acknowledged, certifying to such party (and/or, any proposed assignee of this Mortgage) as to: (a) the amount of the Indebtedness then owing under this Mortgage; (b) whether the Undertaking has been modified (and, if modified, specifying such modification); (c) whether, to the best knowledge of the certifying party, there are any defaults existing or claimed to exist under the Undertaking (and, if so, specifying such defaults); (d) the terms of payment and maturity date of the Indebtedness; (e) the date to which interest has been paid under the Undertaking and this Mortgage and (f) whether, to the best knowledge of the certifying party, any offsets or defenses exist against the Indebtedness (and, if any are alleged to exist, a detailed description thereof).

## ARTICLE III

### Additional Advances; Expenses; Indemnity

SECTION 3.01. Additional Advances and Disbursements. Mortgagor agrees that, if an Event of Default (as defined in Section 4.01 hereof) shall occur and be continuing or if a default has occurred which, through the lapse of time and/or inaction of the Mortgagor may ripen into an Event of Default, Mortgagee shall have the right, but not the obligation, in Mortgagor's name or in Mortgagee's own name, upon notice to Mortgagor, to advance all or any part of such

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amounts or to perform any or all such actions as may be necessary, appropriate or expedient to cure such default or Event of Default or to prevent the occurrence of an Event of Default. No such advance or performance by Mortgagee shall be deemed to have cured any such default or Event of Default by Mortgagor. All sums advanced and all expenses incurred by Mortgagee in connection with such advances or actions and all other sums advanced or expenses incurred by Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be demand obligations owing by Mortgagor to Mortgagee and shall bear interest, from the date paid or incurred by Mortgagee until reimbursed, at an interest rate equal to the Default Rate (as defined in Section 4.07 hereof). All such amounts advanced or incurred, and all such interest thereon, shall be part of the Indebtedness and shall be secured by this Mortgage. Mortgagee, upon making any such advance, shall, additionally, be subrogated to all of the rights of the person receiving such advance.

## ARTICLE IV Defaults and Remedies

**SECTION 4.01. Default.** Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately or at different times as Mortgagee may choose (without constituting a binding election of remedies): (i) to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property; (ii) to enforce every other security interest created by this Mortgage; (iii) to enforce its rights under the Undertaking; and (iv) to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for the purposes of this Mortgage:

(a) Non-payment when due of any amount payable (including any late payment penalty) under this Mortgage or the Undertaking; (whether, in either case, the same becomes due at maturity or by acceleration or otherwise); and the failure to cure such non-payment within ten (10) days after Mortgagee's notice to Mortgagor that payment is late.

(b) Any default in the due observance or performance of any covenant required to be performed by Mortgagor pursuant to this Mortgage, and the continuation of such default for a period of thirty (30) days after written notice from Mortgagee to Mortgagor specifying such default;

(c) If Mortgagor shall: (i) voluntarily commence any case or proceeding under any Federal or state bankruptcy, insolvency or similar law; (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such case or proceeding; (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for Mortgagor, or for a substantial part of its property; (iv) file an answer admitting the material

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allegations of a complaint filed against it in any such case or proceeding; (v) make a general assignment for the benefit of creditors; (vi) become unable to pay or admit in writing the inability, or fail generally, to pay its debts as they become due; or (vii) take any action for the purpose of effecting any of the foregoing.

(d) If an involuntary case or proceeding shall be commenced seeking: (i) relief in respect of Mortgagor under any Federal or state bankruptcy, insolvency or similar law; or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for Mortgagor or the Premises; which shall not be dismissed within sixty (60) days after the same shall have been commenced.

(e) Any material default by Mortgagor under or with respect to: (i) any other mortgage or other security document encumbering part or all of the Mortgaged Property including, without limitation, a mortgage or other security document in favor of the Senior Lender; or (ii) any other instrument which constitutes or evidences a Permitted Exception; which default is not cured within the time periods provided in such document.

**SECTION 4.02. Foreclosure and Application of Proceeds.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute Advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate (as defined in Section 4.07), and shall be allowed and included as Indebtedness in any judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied as set forth in Section 4.05 hereof.

**SECTION 4.03. Foreclosure Proceedings and Receiver.** Upon the commencement of any proceedings to foreclose this Mortgage or the Mortgage of the Senior Lender, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party except the Senior Lender, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage or the foreclosure of the lien of this Mortgage.

**SECTION 4.04. No Exclusive Remedy.** Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

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**SECTION 4.05. Application of Proceeds.** Except as herein expressly provided to the contrary, the purchase money, proceeds or avails of any sale referred to in Section 4.02, together with any other sums which may be held by Mortgagee hereunder, whether under the provisions of this Article IV or otherwise, shall be applied as follows:

**FIRST:** To the payment of the costs, and expenses of any such sale, including attorneys' fees and disbursements, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and Advancements made or incurred by Mortgagee hereunder, together with interest thereon at the Default Rate (as defined in Section 4.07), and all taxes, assessments and other charges, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

**SECOND:** To the payment in full of the Indebtedness (including principal, interest, premium, penalty and fees) in such order as Mortgagee may elect.

**THIRD:** To the extent permitted by applicable law, to be set aside by Mortgagee as adequate security in its reasonable judgment for the payment of sums which would have been paid to Mortgagee under clauses **FIRST** and **SECOND** above, but which sums are not yet due and payable or liquidated.

**FOURTH:** To the payment of the balance, if any, to whomsoever may be lawfully entitled to receive the same.

**SECTION 4.06. Additional Provisions as to Remedies.**

(a) To the extent permitted by applicable law, no right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and continuing shall be in addition to every other right or remedy given hereunder, or under the Undertaking or now or hereafter existing at law or in equity, and may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

(b) No delay or omission by Mortgagee in exercising any right or remedy hereunder during the continuance of an Event of Default shall impair such exercise or be construed to be a waiver of any such Event of Default or an acquiescence therein.

(c) The failure, refusal or waiver by Mortgagee of its right to assert any right or remedy hereunder during the continuance of an Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent Event of Default or other occurrence.

(d) Mortgagee shall not have any obligation to pursue any rights or remedies it may have under any other agreement prior to pursuing its rights or remedies hereunder or under the Undertaking.

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(e) No recovery of any judgment by Mortgagee and no levy or an execution upon part or all of the Mortgaged Property or any other property of Mortgagor shall affect, in any manner or to any extent, the lien of this Mortgage upon the Premises nor any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired as before until such time as the entire Indebtedness shall be satisfied by payment in full thereof to the Mortgagee.

(f) Mortgagee may resort to any security given by this Mortgage or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Mortgagee may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights or benefits granted hereunder.

(g) Acceptance of any payment after the occurrence of an Event of Default shall not be deemed a waiver or a cure of such Event of Default and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(h) Nothing in this Mortgage or the Undertaking shall affect the obligations of Mortgagor to pay the Indebtedness in the manner and at the time and place herein or therein respectively expressed.

(i) In the event that Mortgagee shall have proceeded to enforce any right or remedy hereunder by foreclosure, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property, subject to the lien hereof.

SECTION 4.07. Default Rate. As used herein the term "Default Rate" shall mean a rate of interest equal to twelve (12%) percent per annum.

SECTION 4.08. Maximum Secured Indebtedness. Notwithstanding anything set forth or implied herein to the contrary (but without limitation to any rights of the Mortgagee to proceed against the Mortgagor individually to enforce the Undertaking secured hereby) the maximum Indebtedness secured hereby shall not exceed the sum of \$55,000.00, except as permitted by Section 3.01 hereof.

## ARTICLE V Defeasance

If Mortgagor shall pay in its entirety all of the Indebtedness at the time or times and in the manner the same becomes due and payable, then all rights and obligations hereunder shall terminate. In such event, Mortgagee shall deliver to Mortgagor, in recordable form, a release of this Mortgage.

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## ARTICLE VI Additional Provisions

### SECTION 6.01. Provisions as to Payments.

(a) All payments of the Indebtedness shall be paid in lawful money of the United States of America and shall be made in the manner expressly designated therefor or, if no such designation is made, at the address of Mortgagee indicated in Section 5.04 or at such other place as Mortgagee may designate from time to time upon not less than ten (10) days prior notice.

(b) If any part of the Indebtedness cannot lawfully be secured by this Mortgage or if any part of the Mortgaged Property cannot lawfully be subject to the lien and security interest hereof, to the full extent of said Indebtedness, then all payments made thereon shall be applied first in discharge of that portion of the Indebtedness which is unsecured by this Mortgage.

(c) To the extent that any part of the Indebtedness is used to pay an indebtedness secured by any Permitted Encumbrance (including, without limitation, any indebtedness owed to the Senior Lender) or other outstanding lien, security interest, charge or encumbrance against part or all of the Mortgaged Property, Mortgagee shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. In consideration of such payment by Mortgagee, Mortgagor hereby waives and releases all demands, defenses and causes of action for offsets and payments with respect to same.

SECTION 6.02. Usury Savings Clause. All agreements in this Mortgage, the Undertaking and any other document securing part or all of the Indebtedness in favor of Mortgagee are expressly hereby limited so that in no contingency or event whatsoever, whether by reason of advancement or acceleration of maturity of the Indebtedness or otherwise, shall the amount paid or agreed to be paid hereunder for the use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury law, if any.

SECTION 6.03. Severability. If any one or more of the provisions of this Mortgage, the Undertaking or any other document evidencing or securing the Indebtedness shall be held to be invalid, illegal or unenforceable in any respect then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision were not contained herein or therein.

SECTION 6.04. Notice to Parties. Any and all notices required or permitted to be given hereunder may be served by a party or such party's attorneys, shall be in writing and shall be deemed served, if by personal delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the next business day after the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight

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messenger service (i.e. Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to Mortgagee:

Hans W. Morsbach  
5745 S. Harper  
Chicago, IL 60637

With copy to:

O'Brien & Barbahen  
151 N. Michigan Avenue  
Suite 816  
Chicago, IL 60601  
Attn: Tom O'Brien

If to Mortgagor:

Peter K. Zundel  
5211 South Kimbark  
Chicago, IL 60615

With copy to:

Regas, Frezados & Harp  
111 W. Washington St.  
Suite 1525  
Chicago, IL 60602  
Attn: R. Kynn Harp  
File No. 13489

SECTION 6.05. No Merger. In the event that Mortgagee acquires an additional interest in or to any part or all of the Mortgaged Property, this Mortgage and the lien hereof shall not merge in the fee simple title thereto.

SECTION 6.06. Applicable Law. This Mortgage shall be governed by and construed and enforced in accordance with the laws (except laws pertaining to "choice of laws") of the State in which the Premises is located.

SECTION 6.07. Provisions as to Covenants and Agreements. All of Mortgagor's covenants and agreements hereunder shall run with the land.

SECTION 6.08. Matters to be in Writing. This Mortgage cannot be altered, amended, modified, terminated or discharged except in a writing signed by Mortgagor and Mortgagee.



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SECTION 6.09. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto unless the context clearly and unequivocally requires otherwise:

(a) No inference in favor of any party shall be drawn from the fact that such party has not drafted any portion hereof.

(b) The term "Mortgagor" shall mean the person executing this Junior Purchase Money Mortgage and his heirs, devisees, successors, legal representatives and permitted assigns.

(c) The term "Mortgagee" shall mean Hans W. Morsbach and his heirs, devisees, successors, legal representatives, assigns and the lawful holder or holders, from time to time, of the Undertaking or any part or all of the Indebtedness.

IN WITNESS WHEREOF, Mortgagor has executed and sealed this Junior Purchase Money Mortgage as its free, voluntary and duly authorized act as of the day and year first above written.

MORTGAGOR:

  
\_\_\_\_\_  
PETER K. ZUNDEL

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That prt of the following described parcel of land being: The W 105 ft of Lot 10 & the W 105 ft of Lot 11 in Blk 11 in Cornell, Hibbard & Goodman's Sub of Blks 11 & 12 in Kimbark's Add to Hyde Pk being a Sub of prt of  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of SEC 11, T 38 N, R 14, E of the 3rd P. M. — also Lots 18 & 19 (ex the W 14 ft of the S 41 ft of sd Lots taken as a Tract), Lots 20, 21, 22 & 23 (ex the N 8 ft of the E 46ft of Lot 23), Lots 26 & 27 (ex the N 50 ft measured parl to the ELY line of sd Lot 26, of the E 23.07 ft measured parl to the N line of sd Lot 27, of sd Lots 26 & 27 taken as a tract) and also excepting that prt of sd Lot 26 & the E 31.56 ft of Lot 27 lying S of the N 50 ft of sd Lots taken as a tract as measured parl to the ELY line of sd Lot 26, & Lot 28, all in C. M. Cady's Sub of Blk 24 in Kimbark's Add to Hyde Pk aforesaid — also that prt of the N & S 16 ft vacated alley lying S of the N line, extended W, of Lot 28 & N of the S line of Lots 18 & 28 extended E & W, in C. M. Cady's Sub of Blk 24 aforesaid — also the W 79.43 ft of that prt of vacated E 52nd St lying E of the E line extended of South Kimbark Ave as said out in Kimbark's Add to Hyde Pk aforesaid — described as follows: .

PARCEL 12: Commencing at the NW corner of sd tract; thence S on the W line of sd tract 254.74 ft. to the place of beginning; thence S on the W line of sd tract 24.73 ft.; thence E par to the W line of sd tract 93.75 ft.; thence N par to the W line of sd tract 24.73 ft.; thence W par to the N line of sd tract 93.75 ft to the place of beginning. &

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Address:

521 S. Kimbark Chicago, Ill

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