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RECORDATION REQUESTED BY:  
BRIDGEVIEW BANK AND TRUST  
COMPANY  
7940 South Harlem Avenue  
Bridgeview, IL 60455

95706322

WHEN RECORDED MAIL TO:  
Box 15 N20-23253-14 N114  
Box-206 324355  
BRIDGEVIEW BANK & TRUST  
7940 S. HARLEM  
BRIDGEVIEW IL 60455

FOR RECORDER'S USE ONLY

This Mortgage prepared by: Bridgeview Bank and Trust Company  
7940 South Harlem Avenue  
Bridgeview, Illinois 60455

## MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 13, 1995, between LaSalle National <sup>Trust, N.A.</sup> Bank, not personally but as Trustee on behalf of Trust # 119799 under the provisions of a Trust Agreement dated September 25, 1995, whose address is 120 South LaSalle, Chicago, IL 60603 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST COMPANY, whose address is 7940 South Harlem Avenue, Bridgeview, IL 60455 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all 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 Attached

The Real Property or its address is commonly known as Route 20 and Naperville Road, Bartlett, IL 60103. The Real Property tax identification number is See Attached.

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.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means LaSalle National <sup>Trust, N.A.</sup> Bank, Trustee under that certain Trust Agreement dated September 25, 1995 and known as Trust # 119799, <sup>and not personally</sup> The Grantor is the mortgagor under this Mortgage.

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

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

**Indebtedness.** The word "indebtedness" means all principal and interest payable under the Note and any amounts 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. 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 \$2,000,000.00.

**Lender.** The word "Lender" means BRIDGEVIEW BANK AND TRUST COMPANY, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

**Note.** The word "Note" means the promissory note or credit agreement dated October 13, 1995, in the original principal amount of \$2,000,000.00; from Grantor to Lender, together with all renewals, extensions, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The 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 equal to the index, resulting in an initial rate of 8.750% 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.

**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 accessions, parts and additions to, all replacements of, and all substitutions for, any refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

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

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees 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.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership

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of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**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, except for the Existing

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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 be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property 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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**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 Grantor which Grantor 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 Grantor.

**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

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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 security, 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 under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. 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 and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor 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 evidencing Lender's security interest in the Rents 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 Grantor, 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 Grantor'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 Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument 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 originally 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 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.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**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 other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor'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

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Grantor 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.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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.

**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 under the terms of any other agreement between Grantor 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 to Lender, whether existing now or later.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**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.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender reasonably deems itself insecure.

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

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

**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.

**Collect Rents.** Lender shall have the right, without notice to Grantor, 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 Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to 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.

**Mortgagee 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 Rents 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 apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

**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.

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

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

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**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 remedy, and an election to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile, 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 addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices or 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.

**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 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.

**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 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. It may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure 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.  
**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 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, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage,

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MORTGAGE  
(Continued)

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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 and to other assets of the Trust 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.

Trust, N.A.,

**LASALLE NATIONAL BANK ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.**

**GRANTOR:**

LaSalle National Bank Trust, N.A., as trustee under Trust No. 119799  
& not personally

By: [Signature]  
Trust Officer Vice President

95K0322

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois

Corinne Bell, Vice President of  
LaSalle National Trust, N.A.

COUNTY OF Cook

On this 13th day of October, 19 95, before me, the undersigned Notary Public, personally appeared ~~Trust Officer of LaSalle National Bank~~ and known to me to be an authorized agent 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 he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature] bank Residing at Chicago

Notary Public in and for the State of Illinois

**CORPORATE SEAL**  
[Signature]  
Notary Public, State of Illinois

My commission expires \_\_\_\_\_

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## LEGAL DESCRIPTION

### PARCEL 1:

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF SPAULDING ROAD AND LYING EAST OF A LINE 865.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 (EXCEPTING THAT PART THEREOF FALLING IN VILGA OLIVIA UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 28 AND THE SOUTHEAST 1/4 OF SAID SECTION 29 RECORDED DECEMBER 7, 1982 AS DOCUMENT 26432683), IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY, EXCEPTING THEREFROM (A) THAT PORTION THEREOF CONVEYED TO THE CHICAGO AND PACIFIC RAILWAY COMPANY BY DEED RECORDED MAY 10, 1878 IN BOOK 796, PAGE 480; (B) THOSE PARTS THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED RECORDED JUNE 13, 1910 AS DOCUMENT NUMBER 4577378; (C) THAT PART THEREOF FALLING SOUTHERLY OF THE CENTERLINE OF SPAULDING ROAD; (D) THAT PART THEREOF LYING EAST OF A LINE 865.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 AND (E) THAT PART THEREOF LYING WEST OF A LINE 1903.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4, ALL IN COOK COUNTY, ILLINOIS.

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### PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, EXCEPTING THEREFROM (A) THAT PORTION THEREOF CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY DEED RECORDED MAY 10, 1878 IN BOOK 796, PAGE 480; (B) THOSE PARTS CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED RECORDED JUNE 13, 1910, AS DOCUMENT NUMBER 4577378; (C) THAT PART OF SAID SOUTHEAST 1/4 LYING BOTH NORTH OF THE CENTER LINE OF SPAULDING ROAD AND EAST OF A LINE 1903 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 AND (D) THAT PART OF SAID SOUTHEAST 1/4 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29, AFORESAID, AND THE CENTER LINE OF HIGHWAY, BEING A LINE 613 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTHEASTERLY ALONG SAID CENTER LINE A DISTANCE OF 111 FEET; THENCE NORTHERLY IN A STRAIGHT LINE 330 FEET TO A POINT 100 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF SAID HIGHWAY, 100 FEET TO A POINT IN SAID WESTERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID QUARTER SECTION 330 FEET TO THE POINT OF BEGINNING, ALL IN COOK

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COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE CENTER LINE OF LAKE STREET WITH THE EAST LINE OF NAPERVILLE ROAD AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID NAPERVILLE ROAD A DISTANCE OF 3111.42 FEET TO A POINT OF INTERSECTION OF SAID EAST LINE OF NAPERVILLE ROAD WITH THE CENTER LINE OF SPAULDING ROAD, SAID POINT BEING 1094.36 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 28 (MEASURED ALONG THE EAST LINE OF NAPERVILLE ROAD); THENCE WEST ALONG THE CENTER LINE OF SPAULDING ROAD, SAID ROAD BEING ON THE NORTH SIDE OF MERRIFIELD FARM, A DISTANCE OF 1368.38 FEET TO A POINT OF INTERSECTION OF SAID CENTER LINE OF SAID ROAD WITH THE WEST LINE OF SAID SECTION 28 AT A POINT WHICH IS 1080.03 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH ON SAID WEST LINE OF SECTION 28 A DISTANCE OF 1586.19 FEET TO A QUARTER SECTION CORNER BETWEEN SAID SECTIONS 28 AND 29; THENCE WEST ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 660 FEET TO A POINT; THENCE NORTH ON A STRAIGHT LINE A DISTANCE OF 2247.35 FEET TO A POINT IN THE CENTER LINE OF LAKE STREET, SAID POINT BEING 680.02 FEET WEST (AT RIGHT ANGLE MEASUREMENTS) OF THE EAST LINE OF SAID SECTION 29; THENCE EASTERLY ON A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 2203.87 FEET, SAID CURVED LINE BEING THE CENTER LINE OF LAKE STREET AS NOW CONSTRUCTED AND RECORDED IN BOOK 300, PAGE 29 AND BOOK 301, PAGE 18 AND BOOK 305 OF PLATS ON PAGE 15, A DISTANCE OF 597.91 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE OF LAKE STREET AND TANGENT TO SAID LAST DESCRIBED CURVED LINE A DISTANCE OF 85.40 FEET TO A POINT OF INTERSECTION OF SAID CENTER LINE WITH SAID LINE BETWEEN SECTIONS 28 AND 29, SAID POINT OF INTERSECTION BEING 460.19 FEET SOUTH OF THE NORTH CORNER OF SAID SECTIONS, SAID SECTION LINE FORMING AN ANGLE OF 94 DEGREES 57 MINUTES 20 SECONDS MEASURED FROM SOUTH TO EAST WITH A PROLONGATION OF SAID CENTER LINE; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE OF LAKE STREET ON SAID TANGENT LINE A DISTANCE OF 227.98 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE CENTER LINE OF LAKE STREET ON A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1000.80 FEET, A DISTANCE OF 968.70 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND BEING ON THE CENTER LINE OF LAKE STREET, A DISTANCE OF 235.87 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG THE CENTER LINE OF LAKE STREET ON A CURVED LINE CONVEX TO THE SOUTHWEST TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1016.60 FEET, A DISTANCE OF 155.30 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM:

(A) THAT PART THEREOF CONDEMNED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR LAKE STREET IN CASE NUMBER 77L1952, CIRCUIT COURT OF COOK COUNTY;

(B) THAT PART THEREOF FALLING IN VILLA OLIVIA UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 28 AND THE SOUTHEAST 1/4 OF SAID SECTION 29 RECORDED

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DECEMBER 7, 1982 AS DOCUMENT 26432683;

(C) THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, SAID POINT BEING 1506.25 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 09 MINUTES 51 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE, 538.84 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 1 DEGREE 05 MINUTES 30 SECONDS EAST, 55.75 FEET TO A POINT 538.59 FEET (MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 54 MINUTES 30 SECONDS WEST, 55.75 FEET; THENCE NORTH 1 DEGREE 05 MINUTES 30 SECONDS WEST, 55.75 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 30 SECONDS EAST, 55.75 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

(D) THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, SAID POINT BEING 1255.47 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 09 MINUTES 51 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE, 461.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 69 DEGREES 32 MINUTES 53 SECONDS EAST, 27.00 FEET TO A POINT 456.81 FEET (MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 20 DEGREES 27 MINUTES 07 SECONDS WEST, 14.67 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 53 SECONDS WEST, 27 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 07 SECONDS EAST, 14.67 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

(E) THOSE PARTS THEREOF TAKEN AND USED FOR MAPLEVILLE ROAD, SPAULDING ROAD AND LAKE STREET AS NOW CONSTRUCTED;

AND

(F) THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF "REVISED PARCEL 3" OF PROPERTY CONDEMNED BY CASE NO. 77L1952 AND NORTHERLY OF THE CENTER LINE OF OLD LAKE STREET;

ALL IN COOK COUNTY, ILLINOIS,

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1 THROUGH 4, BOTH INCLUSIVE, TAKEN AS A TRACT, THE FOLLOWING PORTIONS:

TRACT EXCEPTION PORTION A

THAT PART THEREOF FALLING IN BARTLETT ON THE GREENS FINAL SUBDIVISION AND P.U.D. PLAT OF PHASE ONE RECORDED JANUARY 8, 1988 AS DOCUMENT NO. 88-010,837.

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TRACT EXCEPTION PORTION B

THAT PART THEREOF FALLING IN BARTLETT ON THE GREENS FINAL SUBDIVISION AND P.U.D. PLAT OF PHASE ONE-A RECORDED JANUARY 8, 1988 AS DOCUMENT NO. 88-010,839.

TRACT EXCEPTION PORTION C

THAT PART THEREOF FALLING IN BARTLETT ON THE GREENS FINAL SUBDIVISION AND P.U.D. PLAT OF PHASE TWO RECORDED JANUARY 26, 1990 AS DOCUMENT NO. 90-043,298.

TRACT EXCEPTION PORTION D

THAT PART THEREOF FALLING IN FOUR SEASONS FINAL SUBDIVISION AND P.U.D. PLAT, PHASE I RECORDED OCTOBER 18, 1988 AS DOCUMENT NO. 88-479,485.

TRACT EXCEPTION PORTION E

THAT PART THEREOF FALLING IN AMBER GROVE UNIT SIX PLAT OF SUBDIVISION RECORDED AUGUST 26, 1994 AS DOCUMENT NO. 94-759,233.

TRACT EXCEPTION PORTION F

THAT PART THEREOF FALLING IN AMBER GROVE UNIT SEVEN PLAT OF SUBDIVISION RECORDED APRIL 17, 1995 AS DOCUMENT NO. 95-251,723.

TRACT EXCEPTION PORTION G (SOMETIMES REFERRED TO AS PROPOSED VILLA OLIVIA ESTATES UNIT 1)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 40 MINUTES 20 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 129.36 FEET TO THE EASTERLY PROPERTY LINE OF BARTLETT ON THE GREENS PHASE ONE SUBDIVISION AS PER DOCUMENT NO. 88-010,837; THENCE NORTH 15 DEGREES 38 MINUTES 58 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 295.13 FEET; THENCE NORTH 04 DEGREES 08 MINUTES 58 SECONDS WEST, A DISTANCE OF 143.95 FEET; THENCE NORTH 35 DEGREES 40 MINUTES 06 SECONDS WEST, A DISTANCE OF 103.91 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 241.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ROSE LANE; THENCE SOUTH 44 DEGREES 10 MINUTES 28 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ROSE LANE, A DISTANCE OF 51.33 FEET; THENCE SOUTH 45 DEGREES 49 MINUTES 32 SECONDS WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 49 MINUTES 32 SECONDS WEST, ALONG THE NORTHERLY PROPERTY LINE OF LOT 1 IN SAID BARTLETT ON THE GREENS PHASE ONE SUBDIVISION, A DISTANCE OF 110.06 FEET; THENCE NORTH 39 DEGREES 03 MINUTES 49 SECONDS WEST, A DISTANCE OF 110.64 FEET; THENCE NORTH 45 DEGREES 49 MINUTES 32 SECONDS EAST, A DISTANCE OF 100.22 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 28 SECONDS EAST, A DISTANCE OF 110.00 FEET TO THE

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POINT OF BEGINNING.

TRACT EXCEPTION PORTION H (SOMETIMES REFERRED TO AS PROPOSED VILLA OLIVIA ESTATES UNIT II)

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 29, AFORESAID, DESCRIBED AS FOLLOWS: (i) COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 29 IN THE SUBDIVISION OF AMBER GROVE UNIT 6 RECORDED AS DOCUMENT NO. 94-759,133; THENCE SOUTH 69 DEGREES 05 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 29 AND SAID NORTHERLY LINE EXTENDED, A DISTANCE OF 126.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 81.51 FEET; THENCE SOUTH 02 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 118.94 FEET TO THE SOUTHERLY LINE OF SAID LOT 29; THENCE SOUTH 20 DEGREES 56 MINUTES 35 SECONDS EAST, A DISTANCE OF 83.45 FEET TO THE SOUTHERLY LINE OF SAID LOT 30; THENCE SOUTH 30 DEGREES 19 MINUTES 54 SECONDS EAST, A DISTANCE OF 41.63 FEET; THENCE SOUTH 73 DEGREES 33 MINUTES 09 SECONDS WEST, A DISTANCE OF 262.00 FEET TO THE WESTERLY LINE OF LOT 156, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 74 IN THE SUBDIVISION OF AMBER GROVE UNIT 7 RECORDED AS DOCUMENT NUMBER 95-251,723; THENCE NORTH 19 DEGREES 04 MINUTES 44 SECONDS WEST, A DISTANCE OF 46.78 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 150.16 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 23 SECONDS WEST, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; TOGETHER WITH (ii) COMMENCING AT THE MOST WESTERLY CORNER OF LOT 80 IN SAID AMBER GROVE UNIT 7; THENCE NORTH 47 DEGREES 40 MINUTES 42 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 80, A DISTANCE OF 126.0 FEET TO THE POINT OF BEGINNING, ALSO BEING THE MOST EASTERLY CORNER OF LOT 82 IN SAID UNIT 7; THENCE CONTINUING NORTH 47 DEGREES 40 MINUTES 42 SECONDS EAST A DISTANCE OF 56.00 FEET TO THE MOST EASTERLY CORNER OF LOT 83 IN SAID UNIT 7; THENCE NORTH 42 DEGREES 19 MINUTES 18 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 83 A DISTANCE OF 126.15 FEET; THENCE NORTH 47 DEGREES 40 MINUTES 42 SECONDS EAST A DISTANCE OF 429.74 FEET TO THE SOUTHWESTERLY LINE OF BARTLETT ON THE GREENS PHASE TWO SUBDIVISION RECORDED AS DOCUMENT NO. 90-043,296; THENCE SOUTH 42 DEGREES 19 MINUTES 18 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 116.15 FEET; THENCE SOUTH 47 DEGREES 40 MINUTES 42 SECONDS WEST A DISTANCE OF 340.39 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 35 SECONDS EAST A DISTANCE OF 269.46 FEET; THENCE NORTH 42 DEGREES 19 MINUTES 18 SECONDS WEST A DISTANCE OF 226.90 FEET TO THE POINT OF BEGINNING.

TRACT EXCEPTION PORTION I (SOMETIMES REFERRED TO AS PROPOSED VILLA OLIVIA ESTATES UNIT III)

THAT PART OF THE WEST 1/2 OF SECTION 28, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF VILLA OLIVIA UNIT I RECORDED AS DOCUMENT NO. 26,432,633, BEING A SUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 88 DEGREES 54 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF VILLA OLIVIA UNIT I, A DISTANCE OF 59.84 FEET TO THE MOST EASTERLY CORNER OF FOUR SEASONS FINAL SUBDIVISION PHASE I RECORDED AS DOCUMENT NO. 88-479,485; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID FOUR SEASONS FINAL SUBDIVISION

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PHASE 1; (1) THENCE NORTH 45 DEGREES 02 MINUTES 55 SECONDS WEST A DISTANCE OF 162.21 FEET; (2) THENCE NORTH 04 DEGREES 38 MINUTES 45 SECONDS WEST A DISTANCE OF 483.53 FEET; (3) THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE NORTH LINE OF SAID FOUR SEASONS SUBDIVISION PHASE 1, A DISTANCE OF 54.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 410.12 FEET TO THE NORTHWEST CORNER OF SAID FOUR SEASONS SUBDIVISION PHASE 1; THENCE NORTH 00 DEGREES 28 MINUTES 46 SECONDS EAST A DISTANCE OF 318.39 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 28 SECONDS WEST A DISTANCE OF 353.66 FEET; THENCE NORTH 11 DEGREES 16 MINUTES 01 SECONDS WEST A DISTANCE OF 118.46 FEET; THENCE NORTH 62 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 278.90 FEET; THENCE NORTH 49 DEGREES 08 MINUTES 17 SECONDS EAST A DISTANCE OF 140.15 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD LENGTH OF 133.20 FEET BEARS NORTH 25 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 134.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES 14 MINUTES 43 SECONDS EAST A DISTANCE OF 25.19 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 260.00 FEET, A DISTANCE OF 220.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 54 MINUTES 30 SECONDS EAST A DISTANCE OF 189.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NAPERVILLE ROAD; THENCE SOUTH 01 DEGREES 05 MINUTES 30 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 30 SECONDS WEST A DISTANCE OF 189.33 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET A DISTANCE OF 89.87 FEET; THENCE SOUTH 27 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 13.47 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 43 SECONDS EAST A DISTANCE OF 752.63 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 45 SECONDS EAST A DISTANCE OF 260.60 FEET TO THE POINT OF BEGINNING.

TRACT EXCEPTION PORTION J (SOMETIMES REFERRED TO AS VILLA OLIVIA P.U.D. PARCEL AREA 5)

THAT PART OF SECTION 29, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 29, THENCE SOUTH 87 DEGREES 40 MINUTES 20 SECONDS WEST 139.36 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 58 SECONDS WEST 295.13 FEET; THENCE NORTH 4 DEGREES 8 MINUTES 58 SECONDS WEST 143.95 FEET; THENCE NORTH 35 DEGREES 40 MINUTES 6 SECONDS WEST 103.91 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST 241.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 49 MINUTES 02 SECONDS WEST 33.00 FEET; THENCE NORTH 44 DEGREES 10 MINUTES 28 SECONDS WEST 114.00 FEET; THENCE NORTH 45 DEGREES 49 MINUTES 32 SECONDS EAST 322.85 FEET; THENCE NORTH 6 DEGREES 53 MINUTES 58 SECONDS WEST 404.83 FEET; THENCE NORTH 85 DEGREES 6 MINUTES 2 SECONDS EAST 230.00 FEET; THENCE SOUTH 4 DEGREES 53 MINUTES 58 SECONDS EAST 364.01 FEET; THENCE SOUTH 45 DEGREES 49 MINUTES 32 SECONDS WEST 493.74 FEET TO THE POINT OF BEGINNING.

TRACT EXCEPTION PORTION K (SOMETIMES REFERRED TO AS VILLA OLIVIA P.U.D. PARCEL AREA 6)

THAT PART OF SECTION 28, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF VILLA OLIVIA UNIT 1, BEING A SUBDIVISION IN PART OF SAID SECTION 28 ACCORDING

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TO A PLAT THEREOF RECORDED AS DOCUMENT NO. 26,432,683, BEING ALSO A POINT ON THE WEST LINE OF NAPERVILLE ROAD (66 FEET WIDE); THENCE SOUTH 88 DEGREES 54 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID VILLA OLIVIA UNIT 1 A DISTANCE OF 59.84 FEET; THENCE NORTH 45 DEGREES 2 MINUTES 55 SECONDS WEST 162.21 FEET; THENCE NORTH 4 DEGREES 38 MINUTES 45 SECONDS WEST 1178.03 FEET; THENCE SOUTH 81 DEGREES 2 MINUTES 7 SECONDS WEST 200.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 2 MINUTES 7 SECONDS WEST 72.96 FEET; THENCE SOUTH 64 DEGREES 16 MINUTES 2 SECONDS WEST 369.28 FEET; THENCE NORTH 29 DEGREES 8 MINUTES 58 SECONDS WEST 270.18 FEET; THENCE NORTH 82 DEGREES 46 MINUTES 2 SECONDS EAST 230.00 FEET; THENCE NORTH 62 DEGREES 6 MINUTES 2 SECONDS EAST 320.00 FEET; THENCE SOUTH 23 DEGREES 23 MINUTES 58 SECONDS EAST 261.88 FEET TO THE POINT OF BEGINNING.

TRACT EXCEPTION PORTION L (SOMETIMES REFERRED TO AS VILLA OLIVIA P.U.D. PARCEL AREA 8)

THAT PART OF SECTION 28 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF VILLA OLIVIA UNIT 1, BEING A SUBDIVISION IN PART OF SAID SECTION 28 ACCORDING TO A PLAT THEREOF RECORDED AS DOCUMENT NO. 26,432,683, BEING ALSO A POINT ON THE WEST LINE OF NAPERVILLE ROAD (66 FEET WIDE); THENCE SOUTH 88 DEGREES 54 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID VILLA OLIVIA UNIT 1 A DISTANCE OF 59.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 2 MINUTES 55 SECONDS WEST 162.21 FEET; THENCE NORTH 4 DEGREES 38 MINUTES 45 SECONDS WEST 1178.03 FEET; THENCE SOUTH 81 DEGREES 2 MINUTES 7 SECONDS WEST 273.33 FEET; THENCE SOUTH 64 DEGREES 16 MINUTES 2 SECONDS WEST 369.28 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 6 SECONDS EAST 397.58 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 46 SECONDS WEST 604.62 FEET; THENCE SOUTH 23 DEGREE 4 MINUTES 30 SECONDS WEST 168.43 FEET; THENCE SOUTH 46 DEGREES 57 MINUTES 54 SECONDS EAST 42.30 FEET; THENCE NORTH 73 DEGREES 6 MINUTES 31 SECONDS EAST 420.00 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 3 SECONDS EAST 73.44 FEET; THENCE SOUTH 45 DEGREES 2 MINUTES 55 SECONDS EAST 207.38 FEET TO A POINT ON A WESTERLY LINE OF SAID VILLA OLIVIA UNIT 1; THENCE NORTH 1 DEGREE 5 MINUTES 30 SECONDS WEST ALONG SAID WESTERLY LINE OF VILLA OLIVIA UNIT 1, A DISTANCE OF 89.05 FEET TO A POINT ON THE NORTHERLY LINE THEREOF; THENCE NORTH 88 DEGREES 54 MINUTES 30 SECONDS EAST ALONG SAID NORTHERLY LINE 39.16 FEET TO THE POINT OF BEGINNING.

TRACT EXCEPTION M

THAT PART THEREOF DEDICATED AS PART OF GOLFVIEW DRIVE BY PLAT OF DEDICATION RECORDED DECEMBER 30, 1993 AS DOCUMENT NO. 03-079,875.

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                                  06-29-400-036

Property Address: Vicinity of Lake Street and Naperville Road, Bartlett, Illinois

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