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 COOK COUNTY RECORDER

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## LOAN MODIFICATION AGREEMENT

<sup>10/12</sup> THIS LOAN MODIFICATION AGREEMENT (this "Agreement") is made as of this day of October, 1995, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated July 27, 1989 and known as Trust Number 108954-07 ("Trustee"), HAWTHORN-CAMPBELL HOLDINGS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"; Beneficiary and Trustee are sometimes collectively referred to herein as "Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender").

### RECITALS:

A. Lender has heretofore made a loan (the "Loan") in the maximum principal amount of One Million Two Hundred Thirty Thousand and No/100 Dollars (\$1,230,000.00) in connection with that certain real estate located in Cook County, Illinois, described on Exhibit

**THIS DOCUMENT PREPARED BY  
 AND AFTER RECORDING RETURN TO:**

Rudnick & Wolfe  
 203 North LaSalle Street  
 Suite 1800  
 Chicago, Illinois 60601  
 Attn: Mary Jane DeWeese, Esq.

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A attached hereto and made a part hereof (the "Property"). The Loan is evidenced by that certain Amended and Restated Mortgage Note (the "Note") dated April 22, 1992 from Borrower and payable to the order of Lender.

B. The Note is secured by, among other things, (i) that certain Mortgage and Security Agreement, dated July 28, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 89-350125, as modified by the Modification Agreement (collectively, the "Mortgage"), which encumbers the Property, (ii) that certain Assignment of Rents and Leases, dated July 28, 1989, executed by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 89-350126 (the "Assignment of Leases"); (iii) that certain Security Agreement dated July 17, 1989 executed by Beneficiary in favor of Lender (the "Security Agreement"); (iv) that certain Guaranty and Personal Liability Agreement dated July 28, 1989, executed by Joseph S. Beale and Hawthorn Realty Group, Inc., a Delaware corporation, in favor of Lender (the "Guaranty"); and (v) a certain Security Agreement and Assignment of Contractual Agreement Affecting Real Estate ("Security Agreement and Assignment") dated July 28, 1989, by Trustee and Hawthorn in favor of Lender (the Note, the Mortgage, the Assignment of Leases, the Guaranty, the Security Agreement, the Security Agreement and Assignment, the other documents evidencing and securing the Loan, in their original form and as previously amended and as hereby amended are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower desires Lender to advance the additional sum of Eighty Thousand Nine Hundred Sixteen and No/100 Dollars (\$80,916.00) (the "Additional Funding") to pay real estate taxes due in connection with the Property.

D. Lender and Borrower desire to amend the Loan Documents in order to increase the principal amount of the Loan by the amount of the Additional Funding.

E. As a condition to Lender's agreement to advance the Additional Funding and to amend the Loan as herein provided, Lender has required that Borrower execute and deliver to Lender this Agreement.

## AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to modify the Loan Documents as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree and amend the Loan Documents as follows:

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1. **Additional Funding.** Lender agrees to advance the Additional Funding to be applied solely for the purpose of paying real estate taxes due in connection with the Property.
2. **Loan Amount.** The principal amount of the Loan shall be One Million Three Hundred Ten Thousand Nine Hundred Sixteen and No/100 Dollars (\$1,310,916.00).
3. **Title Policy.** Upon execution and delivery of this Agreement by Borrower to Lender, Borrower shall, at its sole cost and expense, cause Lawyer's Title Insurance Corporation to issue an endorsement to Lender's title insurance policy No. 82-02-567164 (the "Title Policy"), as of the date this Agreement is recorded with the Recorder's Office, reflecting the recording of this Agreement, increasing the amount of the Title Policy to be equal to the amount of the Loan, as increased by this Amendment, and insuring the first priority of the lien of the Mortgage, subject only to the Permitted Exceptions previously approved by Lender.
4. **Expenses.** Borrower shall promptly pay all costs and expenses incurred by Lender in connection with this Agreement including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.
5. **Notices.** Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder or under any of the Loan Documents shall be in writing and shall be deemed to have been properly given (a) if hand delivered or if mailed (effective three days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, (b) if sent by overnight courier by a nationally recognized delivery service (effective one day after delivery to such courier) or (c) if sent by facsimile (effective upon confirmation of transmission), in each case addressed as follows:

If to Borrower:

c/o The Hawthorn Group  
2 North LaSalle Street  
Suite 730  
Chicago, Illinois 60602  
Attention: Mr. Joseph S. Beale  
Facsimile: (312) 346-6957

with a copy to:

Gould & Ratner  
222 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Stephen P. Sandler, Esq.  
Facsimile: (312) 236-3241

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If to Lender:

American National Bank and Trust  
Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Ms. Jill E. Johnston  
Facsimile: (312) 661-5906

with a copy to:

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attention: Lawrence J. Fey, Esq.  
Facsimile: (312) 236-7516

## 6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Trustee or Beneficiary merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Trustee, Beneficiary and Lender have contributed substantially and materially to the preparation of this Agreement, and Trustee, Beneficiary and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered under the laws of the State of Illinois to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Trustee or Beneficiary nor shall privity of contract be presumed to have been established with any third party.

(d) Trustee, Beneficiary and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and

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understandings of Trustee, Beneficiary and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage" or any of the other Loan Documents contained in any of the Loan Documents shall be deemed to refer to such documents as amended hereby. Any reference in the Loan Documents to "Loan Documents" or any other term referring to any one or more of the Loan Documents shall be deemed to refer to such documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Loan Modification Agreement.

(i) This Loan Modification Agreement is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as such Trustee, and any amounts to be paid pursuant hereto are payable by Trustee only out of the assets of the Trust Estate held under the Trust Agreement creating Trustee, including property specifically described in the Mortgage. No personal liability shall be asserted or be enforceable against Trustee because or in respect of this Loan Modification Agreement; provided, however, that nothing contained herein shall limit, modify or reduce any liability of Beneficiary under this Loan Modification Agreement or of Trustee or Beneficiary or any other party under any document or instrument other than this Loan Modification Agreement to pay any amounts due hereunder. The sole remedies of Lender against Trustee shall be as provided in the Mortgage and the other Loan Documents, in accordance with the terms and provisions contained therein, and/or by action to enforce the personal liability of the guarantors, if any, for the payment under the Loan Documents or for the performance of any other agreements or undertakings made in connection with the indebtedness evidenced by the Note.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**TRUSTEE:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee aforesaid

By: [Signature]  
Name: P. JOHANSEN  
Its: IND V.P.

**BENEFICIARY**

HAWTHORN-CAMPBELL HOLDINGS LIMITED PARTNERSHIP, an Illinois limited partnership

By: Hawthorn-Campbell B.O.D. Limited Partnership, its general partner

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LENDER:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

By: [Signature]  
Name: J. L. JOHANSEN  
Title: Officer

**AGREEMENT AND ACKNOWLEDGMENT OF GUARANTORS**

Each of the undersigned hereby acknowledges his or its execution and delivery to American National Bank and Trust Company of Chicago ("Lender") of a Guaranty and Personal Liability Agreement dated July 28, 1989 (the "Guaranty") pursuant to which he or it guaranteed various obligations of the Trustee and the Beneficiary. All terms not otherwise defined herein have the meanings attached to them in the Loan Modification Agreement (the "Modification Agreement") to which this acknowledgement is attached.

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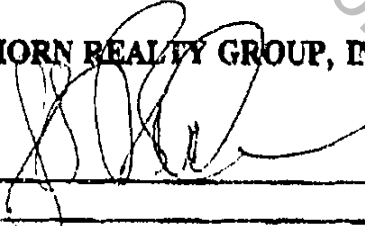
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To induce the Lender to advance the Additional Funding and to enter into the Modification Agreement and to close the transactions contemplated thereby, each of the undersigned consents to the Modification Agreement and agrees that his or its Guaranty has not been modified, compromised or amended and that it is in full force and effect notwithstanding the execution of the Modification Agreement. Each of the undersigned reaffirms his or its obligation to guarantee the prompt payment of the Loan on the terms set forth in the Guaranty. Each of the undersigned acknowledges and agrees that he or it has no defense, setoff or counterclaim against Lender in regard to his or its obligations under the Guaranty and his or its undertakings and obligations under the Guaranty have not been in any way diminished.

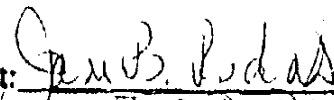
Each of the undersigned further acknowledges and ratifies his or its continuing obligations and undertakings under the terms of that certain Environmental Indemnity Agreement dated October 30, 1989 by and between the undersigned and Lender and confirm that his or its obligations continue thereunder without being in any way diminished.

Each of the undersigned has received, reviewed and approved a copy of the Modification Agreement and is familiar with and understands its terms and provisions. The undersigned have been represented by counsel of his or its own choosing and have been fully advised as to the legal effect of all the foregoing.

**HAWTHORN REALTY GROUP, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
JOSEPH S. BEALE

Attest:   
Name: JANE B. ROSAK  
Title: Secretary

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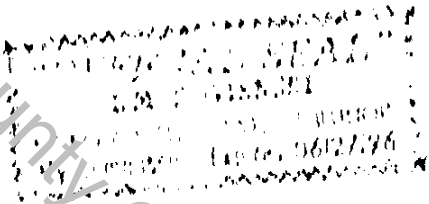
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, TH. W. SOYAKENSKI, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY** that P. JOHANSEN 2ND VP of American National Bank and Trust Company of Chicago, not personally but solely as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 2ND VP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of OCT, 1995.

[Signature]  
Notary Public

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



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STATE OF ILK )  
 ) SS  
COUNTY OF COOK )

I, Diane von Dornburg, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joseph S. Beale, the General Partner of Hawthorn-Campbell B.O.D. Limited Partnership, the general partner of Hawthorn-Campbell Holdings Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 1995.

[Signature]  
Notary Public

My commission expires:

Oct 9, 1996

DIANE VON DORNBURG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COM. EXPIRES OCT 9 1996

Notary of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Julia C. Kotlarz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JEFF JOHNSTON, of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 1995.

Julia C. Kotlarz  
Notary Public

My commission expires:

" OFFICIAL SEAL "  
JULIA C. KOTLARZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/14/96

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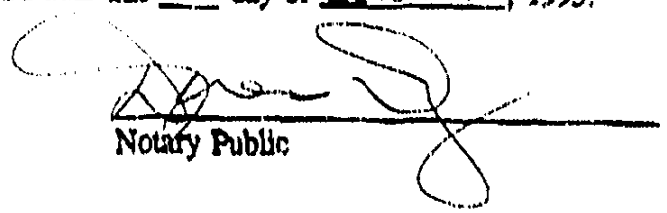
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STATE OF ILL )  
 ) SS  
COUNTY OF COOK )

I, DIANE VON DORNBERG, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joseph S. Beale, the President, and Jane B. Rodak, the Secretary of Hawthorn Realty Group, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 1995.

  
Notary Public

My commission expires:  
Oct 9, 1996

OFFICIAL SEAL  
DIANE VON DORNBERG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COM. EXPIRES ON 10/9/96

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

Lots 1, 2, 3, 4 and 5 in Campbell Soup Company's (Central Division) subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois recorded May 23, 1930 as Document Number 10667452.

#### PARCEL 2:

Lots two (2) and four (4) in Campbell Soup Company's subdivision of part of the North East Quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois recorded July 24, 1957 as Document Number 16966716.

#### PARCEL 3:

A tract of land in the N.E. 1/4 of Section 36, Township 39 N., Range 13, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet North of the South line of said N.E. 1/4 of Section 36, with the West line of South Campbell Avenue in said City, as dedicated September 1, 1904 (now vacated), produced North, thence West along the North line of said 35th Street, 908 feet for a point of beginning, continuing thence West along the North line of West 35th Street, 244.76 feet; thence North along a line at right angles to the North line of said West 35th Street, 125 feet; thence East at right angles to the last described line, 29.95 feet; thence North at right angles to the last described line 67.15 feet; thence Northeasterly along a line forming an angle of 34 degrees, 13 minutes, 20 seconds, deflecting to the right, with the last described line 165.37 feet to its intersection with the Southerly line of the Canal Reserve of the Illinois and Michigan Canal, said point of intersection being 100 feet Northeasterly (measured along the Southerly line of said Canal Reserve) of the aforementioned North and South line extended North; thence Northeasterly along the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal, 1,114.69 feet to its intersection with the West line of said South Campbell Avenue as dedicated September 1, 1904 (now vacated) produced North, thence South along said produced West line of said vacated Campbell Avenue, 121.50 feet to a point which is 1,217.66 feet North of the North line of said West 35th Street (measured along the said produced West line of said vacated Campbell Avenue); thence Southwesterly on a curved line convex to the Southeast and having a radius of 358.10 feet, a distance of 66.75 feet to a point of tangency which is 45.16 feet West on a line at right angles to the aforesaid West line of said vacated Campbell Avenue at a point 1168.56 feet North of the North line of said 35th Street, thence Southwest on a straight line tangent to the last described curve, a distance of 90.58 feet to a point which is 112.46 feet West of the West line of said vacated Campbell Avenue and 1107.93 feet North of the North line of said West 35th Street, thence Southwesterly on a curved line convex to the Southeast and having a radius of 327.65 feet, a distance of 146.72 feet, thence Southeasterly on a radial line of said curve, a distance of 2.35 feet to a point which is 1036.41 feet North and 238.78 feet West respectively, of the original property line of the property of the

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Albert Dickinson Company, (which property lines are the North line of said West 35th Street and the West line of said vacated South Campbell Avenue aforesaid); thence Southwesterly in a straight line 161.65 feet to a point which is 996.60 feet North and 395.41 feet West of said property lines, respectively; thence Southwesterly in a straight line 201.73 feet to a point which is 921.75 feet North and 582.59 feet West of said property lines respectively; thence Southwesterly in a straight line 79.38 feet to a point which is 905.04 feet North and 660.17 feet West of said property lines respectively; thence Southwesterly in a straight line 49.10 feet to a point which is 890.77 feet North and 707.13 feet West of said property lines respectively; (thence Southwesterly on a curved line convex to the Northwest and having a radius of 324 feet, a distance of 387.64 feet to a point which is 590.90 feet North and 911.08 feet West of said property lines respectively; thence South in a straight line tangent to the last described curved line 590.90 feet to the point of beginning, excepting therefrom that part taken for Lots one (1) and three (3) in Campbell Soap Company's subdivision of Part of the North East Quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13, East of the 3rd Principal Meridian, said subdivision being recorded July 24, 1957 by the Recorder of Deeds, Cook County, Illinois as document 16966716.

## PARCEL 4:

ALL THAT PARCEL of land situate in the City of Chicago, County of Cook and State of Illinois being part of the Northeast Quarter of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows, viz:

COMMENCING at the point of intersection of the center line of the Illinois and Michigan Canal and the Westerly line of South Campbell Avenue (as dedicated September 1, 1904, now vacated) produced Northwardly; thence Southwardly, along said produced Westerly line of vacated South Campbell Avenue, 18.85 feet to the Point of Beginning of the tract of land to be described thence Southeastardly, along a curved line, convexed Northeastwardly and having a radius of 246.78 feet (the tangent line of said curve forming an angle 20 degrees 05' 30" with said produced Westerly line of vacated South Campbell Avenue, measured from the South to the Southeast) the arc distance of 95.44 feet to an iron pipe; thence Southwardly, along a straight line which deflects to the right and forms an angle of 0 degrees 37' with the tangent line of the last described curved line produced Southwardly, the distance of 40.69 feet to a point of curvature thence Southwestwardly, along a curved line convexed Southeastwardly, with a radius of 204.63 feet, the arc distance of 27.03 feet thence Southwestwardly, along a straight line, 17.59 feet to a point marked by an iron pipe in said produced Westerly line of vacated South Campbell Avenue, distant 175.64 feet South of said point of beginning; and thence Northwardly, along said produced Westerly line of vacated South Campbell Avenue, 175.64 feet to the point of beginning excepting therefrom the part lying North of the South line of the Illinois and Michigan Canal reserves (Stevenson Expressway) as disclosed by Deed recorded January 17, 1964 as Document Number 19024366.

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## PARCEL 5:

Lots 39, 40 and 41 in Block 1 in Corwith's Re-Subdivision of Lots 81 to 120, 124 to 140, 144 to 150 and 152 to 157, all inclusive in Town of Brighton, in the West Half of the Southeast Quarter of Section 36, Town 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 6:

Lot 1 in Block 1 in Corwith's Re-Subdivision of Lots 81 to 120 inclusive, 124 to 140 inclusive, 144 to 150 inclusive, and 152 to 157 inclusive, all in the West half of the South East quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 7:

Lots One Hundred Thirty-one (131), One Hundred Thirty-two (132), One Hundred Thirty-three (133), One Hundred Thirty-four (134) and One Hundred Thirty-five (135) in Subdivision of Lots One (1) to Twenty (20) in Town of Brighton in the South East Quarter of Section Thirty Six (36), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

## EXCEPTING THEREFROM:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOFT COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAN THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76

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FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 576.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION; THENCE ON AN AZIMUTH OF 214 DEGREES 13 MINUTES 38 SECONDS, 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 59 MINUTES 58 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 56 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 50 SECONDS, 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 125.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 36.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO THE POINT OF BEGINNING.

AND

LOTS 2 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716.

AND

THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667432, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF 35TH STREET 372.53 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 36.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO A POINT WHICH BEARS AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS FROM THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 180 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT A

### LEGAL DESCRIPTION

PROPERTY ADDRESS:

2750 W. 35<sup>TH</sup> STREET  
CHICAGO, IL 606

### PERMANENT REAL ESTATE INDEX NUMBERS:

- 16-36-201-012
- 16-36-201-036
- 16-36-201-033
- 16-36-201-020
- 16-36-401-016
- 16-36-401-017
- 16-36-401-018
- 16-36-401-031
- 16-36-404-001
- 16-36-404-002
- 16-36-404-003
- 16-36-404-004
- 16-36-404-005

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