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95-92478

MORTGAGE AND SECURITY AGREEMENT (For Use With Firststar Financial Services Loan Documents Only)

35.00
132.00

This Mortgage and Security Agreement ("Mortgage") is made and entered into by the undersigned borrower(s), (guarantor(s) and/or other obligor(s)) (collectively the "Mortgagor") in favor of FIRSTAR FINANCIAL SERVICES, a division of Firststar Bank Milwaukee, N.A. (the "Lender") as of the date set forth on the last page of this Mortgage.

ARTICLE 1. MORTGAGE/SECURITY INTEREST

1.1 Grant of Mortgage/Security Interest. The Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Lender the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Lender. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Lender, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Lender or in favor of the Lender, including, without limitation, a Revolving Loan and Security Agreement dated June 15, 1995 ("Revolving Loan Agreement"), any installment note, any other loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Lender to the Mortgage or any party whose obligations are guaranteed by the Mortgagor, even though not specifically enumerated herein, and any other agreement with the Lender (together and individually, the "Loan Documents"). The provisions of said Loan Documents are incorporated by reference herein.

1.2 "Mortgaged Property" means all of the following whether now owned or existing or hereafter acquired by the Mortgagor, wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, fixtures and furnishings used in connection with the operation of the Land and improvements, and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements"), (the Land and the Improvements collectively the "Premises"); together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all lease or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom; all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is located at Thacker Street, Des Plaines, Illinois and its legal description is as follows (or is set forth in Exhibit A hereto if the description does not appear below).

See Exhibit A attached hereto

DEPT-01 RECORDING \$35.00

T0012 TRAN 7661 11/15/95 14:49:00
#6587 # DT *-95-792478
COOK COUNTY RECORDER

Tax Key #/Property Identification # 09-17-322-021-0000 DEPT-10 PENALTY \$32.00

1.3 "Obligations" means all loans by the Lender to Des Plaines Lumber and Coal Company, including those loans made under the Revolving Loan Agreement up to the principal amount of \$ 7,000,000.00, as such loans may be advanced, paid down and readvanced from time to time, any installment Note(s) and any extensions, renewals, restatements and modifications thereof, and all interest, fees and expenses relating thereto (the foregoing collectively the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Lender, whether in the past, present or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents, any guaranty or otherwise, and regardless of whether such obligations arise out of past, existing or future credit granted by the Lender to the Mortgagor, to the Mortgagor and others, to other guaranteed by the Mortgagor, or to any debtor-in-possession/successor-in-interest of the Mortgagor, and all interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment costs. The Obligations secured by this Mortgage are limited to \$ 7,000,000.00 principal plus accrued interest thereon and all costs and expenses referenced herein and in the Loan Documents.

1.4 Homestead. The Premises are / are not (STRIKE ONE) the homestead of the Mortgagor. If the Premises are the homestead of Mortgagor, Mortgagor hereby releases and waives all rights under and by virtue of any homestead exemption laws of any state.

1.5 Marital Status. If the Mortgagor is an individual, he/she is/is not married (STRIKE ONE) and is a resident of the State of _____.

1.6 Addendum. The following Addendum is attached hereto and incorporated herein by reference:

- // Wisconsin Addendum
- Illinois Addendum
- // Minnesota Addendum
- // Iowa Addendum

BOX 333-CTI

5. 9449134

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ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Lender are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 Warranty of Title/Possession. The Mortgagor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments) and taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached, there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Mortgagor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Lender's prior written consent, except the Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security interest of this Mortgage.

2.3 Transfer and Liens. The Mortgagor will not, without the prior written consent of the Lender which may be withheld in the Lender's sole and absolute discretion either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 Escrow. After written request from the Lender, the Mortgagor will pay to the Lender sufficient funds, at such time as the Lender designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; and (ii) all property or hazard insurance premiums when due. Interest will not be paid by the Lender on any escrow funds. Escrowed funds may be commingled with other funds of the Lender. All escrowed funds are hereby pledged as additional security for the Obligation.

2.5 Taxes, Assessments and Charges. To the extent not paid to the Lender under 2.4 above, the Mortgagor will pay, before they become delinquent, all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Lender based upon the Mortgage or the Obligations secured by this Mortgage, or upon the Lender's interest in the Premises, and deliver to the Lender receipts showing timely payment.

2.6 Insurance. The Mortgagor will continually insure the Premises against such perils or hazards as the Lender may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value of the improvements, whichever is less. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Lender and will contain a mortgage clause acceptable to the Lender; and the Mortgagor will take such other action as the Lender may reasonably request to ensure that the Lender will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Lender the proceeds of all such insurance and any premium refund; and authorizes the Lender to endorse the Mortgagor's name to effect the same, to make adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Lender determines, in its sole and absolute discretion, to rebuilding of the Premises or to repayment of the Obligations, whether or not then due and payable.

2.7 Condemnation. The Mortgagor will pay to the Lender all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. The following warranties and covenants are subject to those exceptions set forth on Exhibit C attached hereto (except that if no Exhibit C is attached, there will be no exceptions). There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (i) has violated any Environmental Laws; (ii) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (iii) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. There are not now, nor to the Mortgagor's knowledge after reasonable investigation, have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently

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or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Lender, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Lender, to permit an environmental audit solely for the benefit of the Lender, to be conducted by the Lender or an independent agent selected by the Lender and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws. If in the opinion of the Lender there exists any uncorrected violation by the Mortgagor of an Environmental Law or any condition which requires, or may require, a cleanup, removal or other remedial action by the Mortgagor under any Environmental Laws, and such cleanup, removal or other remedial action is not completed within 90 days from the date of written notice from the Lender to the Mortgagor, the same shall, at the option of the Lender, constitute a default hereunder. In the event of any default hereunder, the Lender may, at its option, take such action as the Lender deems necessary, in its sole discretion, to protect the Lender's interest in the Premises, and any amounts paid by the Lender shall become immediately due and payable and shall be secured by the lien of this Mortgage with interest at the default rate specified in the Note.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, without the Lender's prior written consent, the rents, issues or profits arising from the Premises.

2.10 Right of inspection The Lender may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgage that it will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (i) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (ii) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (iii) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (iv) any statute of limitations now or at any time hereafter in force; or (v) any right to require marshalling of assets by the Lender.

ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Lender under the Loan documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

3.1 Lender Authorized to Perform for Mortgagor. If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Lender may perform the duties or cause them to be performed, including, without limitation, signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from the Mortgagor to the Lender from the date of expenditure by the Lender to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Lender are hereby ratified and approved, and the Lender will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Lender may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents (including this Mortgage or any guaranty by the Mortgagor), or if the Mortgagor is in default on any other mortgage affecting the Land, or if any obligor to Mortgagee fails to satisfy his/her/its obligations under the terms of any Loan Documents for which the Mortgagor has given the Lender a guaranty.

4.1 Cumulative Remedies, Waiver. In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Lender, upon default, will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Lender would otherwise have. With respect to such rights and remedies:

a. Receiver. Upon the commencement or during the pendency of any action to foreclose this Mortgage (and to the extent permitted by the laws of the state where the Land is located), the Lender will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed of all or any part of the foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

b. Agreement to State Foreclosure Statutes. The Mortgagor agrees that in the event of the foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of law regarding foreclosure of the state where the Land is located (as the same may be amended or renumbered from time to time).

c. Power of Sale. In the event of foreclosure, the Lender may sell the Premises at public sale and execute and deliver to the purchaser deeds of conveyance pursuant to applicable law.

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d. **Waiver by the Lender.** The Lender may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Lender may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Lender in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Lender has expressly agreed in writing specifying such waiver or suspension.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

5.1 Term of Mortgage. The Lender's rights under this Mortgage will continue until the Lender's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

5.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.

5.3 Subrogation. The Lender will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note

5.4 Choice of Law. Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.5 Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

5.6 Entire Agreement. This Mortgage plus any attached Addendum(s) are intended by the Mortgagor and the Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parole evidence of any nature shall be used to supplement or modify any terms.

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE AND SECURITY AGREEMENT dated as of NOVEMBER 9 19 95.

(Individual Mortgagor)

Type or Print
Mortgagor Name

(Individual Mortgagor)

Type or Print
Mortgagor Name

DES PLAINES LUMBER AND COAL COMPANY
Mortgagor Name (Organization)

an Illinois corporation

By: [Signature]
Type or Print
Name and Title: THOMAS N. TAMSHOCK

By: [Signature]
Type or Print
Name and Title: WILLIAM B. FRANZ W. P.

Mortgagor Address:
9 South 104 Frontenac Road
Naperville, IL 60564

(CORPORATE SEAL REQUIRED / NOT REQUIRED)

Lender Address:
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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STATE OF Wisconsin

COUNTY OF Milwaukee

SS

This instrument was acknowledged before me on November 9

19 95 by THOMAS H. TOMSITZ AND WILLIAM B. FRANZEN

(Name(s) of Person(s))

as PRESIDENT AND VICE PRESIDENT

(Type of authority, e.g., officer, trustee, etc., if any)

of DPS PLAINES LUMBER AND COAL COMPANY

(Name of party on behalf of whom instrument was executed, if any)

Notary Public, GILBERT L. SOUTHWELL III County

**GILBERT L. SOUTHWELL III
NOTARY PUBLIC - STATE OF WISCONSIN
MY COMMISSION IS PERMANENT**

My Commission (Expires) As Permanent

This instrument was drafted by Gilbert L. Southwell, III 777 E. Wisconsin Avenue, Milwaukee, WI
(Name) (Address) 53202

After recording, return to: Firstar Financial Services
A Division of Firstar Bank Milwaukee, N.A.
777 E. Wisconsin Ave
Milwaukee, WI 53202

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ILLINOIS ADDENDUM TO MORTGAGE AND SECURITY AGREEMENT (For Real Estate Located in Illinois)

Notwithstanding anything to the contrary in this Mortgage, the following additional provisions are part of this Mortgage and supersede any conflicting provisions:

1. Compliance with Illinois Mortgage Foreclosure Law. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Law, Chapter 110, Section 15-1101, et. seq., Illinois Revised Statutes (the "Act"). In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to the Lender any rights or remedies upon any default of the Mortgagor which are more limited than the rights that would otherwise be vested in the Lender under the Act in the absence of said provision, the Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by the Lender to the extent reimbursable under Sections 15-1510 or 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the Obligations secured by this Mortgage or by the judgment of foreclosure.

2. Revolving Credit Loans/Future Advances. This Mortgage is granted to secure future advances and loans from the Lender to or for the benefit of the Mortgagor or the Premises, as provided in the Loan Documents, and all costs and expenses of enforcing the Mortgagor's obligations under this Mortgage and the Loan Documents. All advances, disbursements or other payments made by Mortgagor up to the credit limits established herein, shall, to the fullest extent permitted by law, have the same priority as this Mortgage and priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded. All future advances that may be subsequently made by the Lender shall be made within twenty (20) years of the date hereof and have the same priority as advances made on the date hereof, although there may be no advances made on the date hereof and although there may be no indebtedness outstanding at the time any future advance is made. Mortgagor and the Lender hereby intend that this Mortgage and their relationship evidence a "revolving credit" under Chapter 17, Section 8405, of the Illinois Revised Statutes. Upon satisfaction of all of Mortgagor's obligations to the Lender hereunder and under the Loan Documents, the Lender agrees to pay all costs necessary to release this Mortgage.

3. Illinois Responsible Property Transfer Act. Mortgagor represents and warrants that the disclosure requirements of the Illinois Responsible Property Transfer Act ("IRPTA"), Chapter 30, Section 901, et seq., Illinois Revised Statutes, as amended, Do/Do Not (STRIKE ONE) apply to the loan transaction contemplated by this Mortgage. If the requirements do not apply, the remaining portions of this paragraph 3. are hereby deleted from this Mortgage.) Mortgagor agrees to comply with IRPTA, and to timely execute and deliver to the Lender and appropriate parties such disclosure documents as may be required by IRPTA. Mortgagor agrees to place of record, simultaneously with the recording of this Mortgage, any disclosure statement furnished to the Lender pursuant to this paragraph, and also file a true and correct copy of said disclosure statement with the Illinois Environmental Protection Agency within thirty (30) days from closing of the Notes which are secured by this Mortgage.

4. Mortgagee in Possession. Mortgagor hereby authorizes the Lender (upon Lender's written notice to Mortgagor) to be placed in possession of the Premises during foreclosure, whether the Premises are residential or not, and, for so long as the Lender shall remain in possession of the Premises, the Lender shall have the power and authority to operate, manage and control the Premises, including, without limitation, the right to receive the rents, issues and profits of the Premises, make all maintenance, repairs and replacements, and enter into leases (and amend, cancel, renew, modify and terminate the same).

~~**5. Land Trusts/Assignment of Beneficial Interest.** If the Premises is held in a land trust, the following provisions apply:~~

~~(a) Mortgagor shall not suffer or permit any further assignment of the beneficial interest in the Premises or the collateral assignment or other encumbrance of such beneficial interest, and any such assignment shall be a default under this Mortgage.~~

~~(b) This Mortgage has been executed by _____ ("Trustee"), not personally, but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, warranties, provisions, representations, covenants and conditions to be performed by Trustee under this Mortgage are undertaken by it solely as Trustee, as aforesaid, and not individually; and all warranties, representations and statements made herein are made on information and belief, and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Trustee by reason of any of the terms, provisions, warranties, representations, covenants and/or statements contained in this Mortgage.~~

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EXHIBIT A

A PARCEL OF LAND IN THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THACKER STREET AS SHOWN ON THE PLAT OF DES PLAINES MANOR TRACT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793564 WITH THE EASTERLY LINE OF FIRST AVENUE AS SHOWN ON SAID PLAT, SAID EASTERLY LINE OF FIRST AVENUE ALSO BEING THE WESTERLY LINE OF BLOCK 30 IN SAID DES PLAINES MANOR TRACT NO. 2 EXTENDED SOUTHERLY; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF FIRST AVENUE AS SHOWN ON SAID PLAT TO THE SOUTHWESTERLY CORNER OF LOT 4 IN SAID BLOCK 30; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND SAID SOUTHERLY LINE EXTENDED EASTERLY, TO A POINT DISTANT 26.5 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE MAIN TRACK OF THE WISCONSIN CENTRAL LTD.; THENCE SOUTHERLY ALONG A LINE 26.5 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLE TO THE CENTER LINE OF THE WISCONSIN CENTRAL LTD., TO THE NORTH LINE OF THACKER STREET AFORESAID EXTENDED EAST; THENCE WEST ALONG SAID NORTH LINE OF THACKER STREET EXTENDED TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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