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95800596

RECORDATION REQUESTED BY:

CIB Bank
101 N. Wolf Road
P.O. Box 866
Hillside, IL 60162

WHEN RECORDED MAIL TO:

CIB Bank
101 N. Wolf Road
P.O. Box 866
Hillside, IL 60162

DEPT-01 RECORDING 447.00
T#0012 TRAN 7713 11/17/95 12:49:00
48495 CG *-95-800596
COOK COUNTY RECORDER

① 012 1058353
7374393

FOR RECORDER'S USE ONLY

This Mortgage prepared by: CIB Bank - Gina M. LaRocco
101 N. Wolf Road
Hillside, Illinois 60162

477/RE

MORTGAGE

THIS MORTGAGE IS DATED NOVEMBER 14, 1995, between OAC, Inc., an Illinois Corporation, whose address is 9950 W. Lawrence Avenue, Schiller Park, IL 60176 (referred to below as "Grantor"); and CIB Bank, whose address is 101 N. Wolf Road, P.O. Box 866, Hillside, IL 60162 (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 Exhibit "A" attached and made a part of this document hereof.

The Real Property or its address is commonly known as 9950 W. Lawrence Avenue and 4849 and 4825 N. Scott Street, Schiller Park, IL 60176.

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.

Grantor. The word "Grantor" means OAC, Inc.. 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.

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

BOX 333-CTI

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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 \$3,500,000.00. The word "Lender" means CIB Bank, its successors and assigns. The Lender is the mortgagee under this 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 November 14, 1995, in the original principal amount of \$3,500,000.00 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 in this Mortgage be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. 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 accretions, parts, and additions to, all replacements of, and all substitutions for, any refunds or premiums) from any sale or other disposition of the Property. The word "Property" means collectively the Real Property and the Personal 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. 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 Lender'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," "disposal," "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 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; (d) 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 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

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The 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 any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and 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.

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

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Grantor shall name Lender as an additional obligee under any surety bond furnished in the context of proceedings.

defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property.

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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.

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 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 rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note,

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MORTGAGE (Continued)

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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.

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 in demand strict compliance with that provision or any other provision. Election by Lender 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.

Attorneys' 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), surveyors' 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 of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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By: Helen Dandura Janyk, Assistant Secretary

By: Terence J. Mulvihill, President

GRANTOR: OAC, Inc.

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

Wavers 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, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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. Grantor hereby waives, to the extent permitted under ILL. REV. STAT. CH. 110 SECTION 15-6(b)(1) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO INDEMNIFY THE PROPERTY.

Time is of the Essence. This Mortgage is in full satisfaction of the performance of this Mortgage. 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. Grantor hereby waives, to the extent permitted under ILL. REV. STAT. CH. 110 SECTION 15-6(b)(1) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO INDEMNIFY THE PROPERTY.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If they 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, they shall be deemed to have agreed to release Grantor from the obligations of 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.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the parties signing below is responsible for all obligations in this Mortgage. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, if feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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 in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage. 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.

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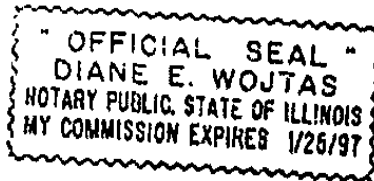
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MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)



On this 14TH day of NOVEMBER, 19 95, before me, the undersigned Notary Public, personally appeared Terence J. Mulvihill, President; and Helen Dendurs Janyk, Assistant Secretary of DAC, Inc., and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board or directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Diane E. Wojtas Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 01/26/97

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[IL-G03 E3.20 F3.20 P3.20 OACINC.LN C2.OVL]

COOK County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT, TO WIT: THAT PART OF THE BLOCKS 18 AND 19, TOGETHER WITH VACATED STREETS AND ALLEYS IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 19; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID BLOCK 18 WHICH IS 120.85 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 45 MINUTES 49 SECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF BLOCKS 18 AND 19 AFORESAID A DISTANCE OF 585.75 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE CONTINUING SOUTHWESTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 20.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN BLOCK 18 AFORESAID WHICH IS 573.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTH 9.0 FEET; THENCE WEST 5.67 FEET; THENCE SOUTH 8.0 FEET TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTHWESTERLY 136.41 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 18 AFORESAID WHICH IS 2.67 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2; THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN BLOCK 19 AFORESAID WHICH IS 18.14 FEET EAST OF THE NORTH WEST CORNER OF LOT 5 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 WHICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN BLOCK 19 AFORESAID WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE SOUTHWESTERLY 143.42 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 19 WHICH IS 17.78 FEET WEST OF THE SOUTH EAST CORNER OF LOT 39 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357.22 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING 377.78 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 226.17 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 27.73 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 67.26 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 95.87 FEET; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT 84.72 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR

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TO THE WEST LINE OF SAID TRACT, 138.65 FEET TO THE EASTERLY LINE OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT 119.69 FEET TO THE NORTH EAST CORNER OF LOT 2 IN SAID BLOCK 18; THENCE NORTH 8.0 FEET; THENCE EAST 5.67 FEET; THENCE NORTH 8.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN SAID BLOCK 18 WHICH IS 573.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN SAID BLOCK 18; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT 20.83 FEET TO THE NORTH EAST CORNER OF SAID TRACT; THENCE NORTH WESTERLY 585.75 FEET ALONG THE NORTHERLY LINE OF SAID TRACT TO THE NORTH WEST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 222.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2.

THAT PART OF THE FOLLOWING DESCRIBED TRACT, TO WIT: THAT PART OF BLOCKS 18 AND 19, TOGETHER WITH VACATED STREETS AND ALLEYS IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 19; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID BLOCK 18 WHICH IS 120.85 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 45 MINUTES 49 SECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF BLOCKS 18 AND 19 AFORESAID A DISTANCE OF 585.75 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE CONTINUING SOUTHWESTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 20.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN BLOCK 18 AFORESAID WHICH IS 573.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 5.67 FEET; THENCE SOUTH 8.0 FEET TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTHWESTERLY 136.41 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 18 AFORESAID WHICH IS 2.67 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN BLOCK 19 AFORESAID WHICH IS 18.14 FEET EAST OF THE NORTH WEST CORNER OF LOT 5 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 WHICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN BLOCK 19 AFORESAID WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE SOUTHWESTERLY 143.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 19 WHICH IS 17.78 FEET WEST OF THE SOUTH EAST CORNER OF LOT 39 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357.22 FEET TO THE POINT OF BEGINNING DESCRIBED AS FOLLOWS: BEGINNING

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AT A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING 377.78 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 226.17 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 27.73 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 67.26 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 95.87 FEET; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 136.65 FEET TO THE WEST LINE OF SAID TRACT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 16.72 FEET TO A POINT ON THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH 33.01 FEET; THENCE WEST 32.51 FEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 3 IN SAID BLOCK 19 WHICH IS 18.14 FEET EAST OF THE NORTH WEST CORNER OF SAID TRACT, 143.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 IN SAID BLOCK 19 WHICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 7; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN SAID BLOCK 19 WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 193.33 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 23.80 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT 226.25 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 214.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:
THAT PART OF THE FOLLOWING DESCRIBED TRACT TO WIT: THAT PART OF THE BLOCKS 18 AND 19, TOGETHER WITH VACATED STREETS AND ALLEYS IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 19; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID BLOCK 18 WHICH IS 120.85 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 45 MINUTES 49 SECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF BLOCKS 18 AND 19 AFORESAID A DISTANCE OF 585.75 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE CONTINUING SOUTHWESTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 20.83

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FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN BLOCK 18 AFORESAID WHICH IS 573.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 5.67 FEET; THENCE SOUTH 8.0 FEET TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTH WESTERLY 136.41 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 18 AFORESAID, WHICH IS 2.67 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN BLOCK 19 AFORESAID WHICH IS 18.14 FEET EAST OF THE NORTH WEST CORNER OF LOT 5 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 WHICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN BLOCK 19 AFORESAID WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE SOUTHWESTERLY 143.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 19 WHICH IS 17.78 FEET WEST OF THE SOUTH EAST CORNER OF LOT 39 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357.22 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 357.22 FEET TO THE SOUTH EAST CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT 143.48 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN SAID BLOCK 19 WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 192.33 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 23.80 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 226.25 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, 163.11 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 17, 18, 19, 20, 21 AND 22 IN BLOCK 20 IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 AFORESAID (EXCEPTING THEREFROM THAT PART OF THE LOTS 20 AND 21 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 20, 9.64 FEET SOUTHERLY OF THE NORTH EAST CORNER OF SAID LOT 20 TO A POINT ON THE WEST LINE OF LOT 21, IN BLOCK 20 IN SAID FAIRVIEW, 37.57 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 21) AND (EXCEPTING THAT PART OF LOT 22 LYING NORTHWESTERLY OF A LINE WHICH INTERSECTS THE EAST BOUNDARY OF SAID LOT, 37.57 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT, AND THE SOUTH BOUNDARY OF SAID LOT, 2.13 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 22) AND THE NORTH 1/2 OF THE ALLEY VACATED PER DOCUMENT NO. 26184533 LYING SOUTH OF AND ADJACENT TO SAID LOTS, ALL IN COOK COUNTY, ILLINOIS

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PINS: 12-09-426-004-0000 12-09-430-002-0000
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