

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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Made December 6, 1994 by Comopolitan Bank and Trust, not personally but whose address is 10 N. 15th Avenue, Melrose Park, IL 60160 (the "Mortgagor") and First of America Bank, Northeast Illinois, N.A., National Banking Association, whose address is 325 N. Milwaukee Avenue, Libertyville Illinois (the "Mortgagee")

is jointly indebted to Mortgagee in the principal sum of Nineteen Thousand Nine Hundred Ninety Five & No/100 (\$ 19,995.00) Dollars evidenced by a certain promissory note of even date herewith (the "Note") whereby the obligor promises to pay the Note, interest, at the rate provided in the Note and late charges and prepayment premiums, if any, all of which sums, if not sooner paid, are due and payable on December 6, 1996

FOR VALUE RECEIVED the Mortgagor mortgages and warrants to Mortgagee the real estate located in the Village of Melrose Park

County of Cook, State of Illinois, described on Exhibit "A" attached hereto, together with the easements, improvements, encroachments, and appurtenances, now or hereafter belonging thereto, and the rents, income and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all equipment, building materials, machinery, engines, boilers, elevators, and plumbing, electrical, heating, air conditioning, ventilating and mechanical equipment and all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the "Equipment") and deemed to be fixtures and a part of the realty, all the foregoing being collectively referred to herein as the "Premises".

TO SECURE the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and the Note, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder or assignee of the Note or this Mortgage or under any other instrument, obligations, contracts or agreements, or dealings of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties hereto, and including all present and future indebtedness incurred or arising by reason of a guaranty to Mortgagee by Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing (hereinafter collectively with the Note called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by the Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations, contracts or agreements entered into or to be entered in the future between the Mortgagor and the Mortgagee

Mortgagor hereby covenants, warrants and agrees as follows

- 1 To pay the sum of money mentioned in the Note, and the interest thereon, and to keep pay or cause to be paid the indebtedness at the time and in the manner described therein
2 To pay by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the Premises and insurance premiums, all as estimated by Mortgagee, but with an initial payment into escrow which initial payment, together with such subsequent monthly payments, will be sufficient to pay such estimated taxes and assessments and insurance premiums as and when they become due and payable. Such deposits shall be applied by Mortgagee to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Mortgagor on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided will not be affected except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgagee may at any time hereafter at its option waive, and after such waiver, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing of such waiver or reinstatement. While any such waiver is in effect, Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage.
3 So long as any part of the Indebtedness shall be unpaid to remove from said premises all statutory liens claims to protect the title and possession of said real estate, and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of Illinois may be levied or assessed against said Mortgagee or its mortgage interest in said land, or the indebtedness or upon this mortgage, and deliver to the Mortgagee satisfactory evidence of payment thereof
4 To abstain from the commission of waste on the Premises and to keep the buildings thereon and the Equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the Premises. Subject to the provisions of paragraphs 5 and 18, the Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9. The Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting the uses which may be made of the Premises or any part thereof.
5 To keep said buildings, and any which may hereafter be erected upon the Premises and the Equipment insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee but not less than 100% of the fair market value, in such insurance company or companies as the said Mortgagee, its successor or assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings and the Equipment while any part of the Indebtedness shall remain unpaid, having attached to said policies such mortgage indemnity clauses as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of loss, shall be in a form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least ten (10) day's prior written notice of any cancellation of, or any material change in, such insurance shall be given Mortgagee by the insurer. Any sum which may become due under any such policy may be applied by Mortgagee, at its option, either to reduce the Indebtedness or to repair or replace the improvements covered by said policy. In the event of any loss or damage to the Premises, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee, and the Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale; and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy as it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate
6 In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on the Premises, or to keep the buildings, the Equipment and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to Mortgagee, as aforesaid, then Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time as Mortgagee may deem proper. Any sums which may be so paid out by Mortgagee, and all sums paid out for substituted insurance as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Premises, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgagor to Mortgagee upon demand and shall be deemed a part of the Indebtedness, and recoverable as such in all respects. Any such liens claims, taxes, assessments, or tax title so purchased, paid, or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

DEPT-01 RECORDING \$3.00
10012 TRAN 2925 03/08/95 14:21:00
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COOK COUNTY RECORDER

(FOR RECORDER'S USE)

ACCOMMODATION

CENTENNIAL TITLE INCORPORATED

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- encumbrance was granted or such interest was not transferred, assigned or conveyed, at any time within ninety (90) days after Mortgagee has received actual notice of the mortgage lien or encumbrance in the said transfer, assignment or conveyance, and the one waived by the Mortgagee shall apply in that an exercise of such optional right to accretion by the Mortgagee upon any subsequent mortgage lien or encumbrance or the sale or sales, assignment or assignments, transfer or transfers or conveyance or conveyances.
- 18 In the event of a payment to Mortgagee pursuant to the provisions herein of any rents or profits, or any proceeds of insurance or of proceeds of any condemnation or eminent domain award, or proceeds from any sale of the Premises at foreclosure, Mortgagee shall have the right to apply such rents or profits or proceeds, in such amounts and in proportions as Mortgagee shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagee's secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.
 - 19 Mortgagee warrants that it owns all equipment used in the maintenance and operation of any building on the Premises free and clear of any and all liens, security interest or both except for the security interest and lien granted by this Mortgage. Mortgagee further warrants that, as to all equipment brought on the Premises to be used in the operation and maintenance of any building on the Premises, it will own all such equipment at the time such equipment is brought on the Premises and thereafter free and clear of any and all liens or security interests or both except for the lien and security interest granted by this Mortgage. Mortgagee further warrants that it has the right to convey a security interest in such property to the Mortgagee.
 - 20 Mortgagee agrees as follows: (a) that upon default hereunder and acceleration of the indebtedness pursuant to the provisions herein, the Mortgagee may, at its discretion, require the Mortgagee to assemble the movable equipment, or any part thereof, and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee; (b) that the Mortgagee shall give the Mortgagee notice by registered mail, postage prepaid, of the time and place of any public sale of any of the equipment or of the loan after which any private sale is either intended or disposition thereof is to be made by sending notice to the Mortgagee at least ten (10) days before the time of the sale or other disposition, when provisions for notice the Mortgagee and Mortgagee agree are reasonable, provided, however, that nothing herein shall preclude the Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies with respect to real property as provided in Article 9 of the Illinois Uniform Commercial Code (the "Code") and particularly in the Code and in addition, those provided in this mortgage; (c) that in the event of default under this mortgage, the Mortgagee shall have the rights and remedies provided in Article 9 of the Illinois Uniform Commercial Code and, in addition, those provided in this mortgage; (d) that any proceeds of any disposition of any of the equipment may be applied by the Mortgagee to the payment of expenses incurred or committed with disposition of any of the equipment including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Mortgagee towards the payment of the obligation secured by this mortgage.
 - 21 Mortgagee shall execute, acknowledge and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm and protect the lien of this Mortgage on the equipment and interests under the provisions of the Code or otherwise, and this Mortgage shall be considered to be and shall be construed as a security agreement in which Mortgagee grants Mortgagee a security interest in the fixtures and equipment as previously described herein.
 - 22 Mortgagee will not create or permit to exist any lien, encumbrance or security interest in the Premises to, or in favor of, any one other than the Mortgagee.
 - 23 (a) All covenants, warranties and representations from the Mortgagee to the Mortgagee in any Environmental Certificate executed by the Mortgagee and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.
(b) Mortgagee covenants that the Premises will not be contaminated by Hazardous Materials (as defined herein) and further covenants, so long as the indebtedness remains outstanding, (i) that it shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagee, any tenant, subtenant or occupant, the discharge, disposal, release or disposal of Hazardous Materials onto the Premises, and (ii) that it shall not allow any conditions to exist that would subject it to damages, penalties, injunctive relief or clean-up costs under any applicable federal, state or local statutes, laws or regulations or at common law.
(c) Mortgagee shall comply with and ensure compliance by its tenants, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.
(d) In the event that Mortgagee receives any information, notice or warning from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagee shall immediately notify the Mortgagee and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.
(e) If Mortgagee breaches any covenant, warranty or representation contained herein or if Mortgagee permits any condition or substance on the Premises which impairs the environmental condition of the Premises, the Mortgagee, at its own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of the Mortgagee. Mortgagee shall provide Mortgagee with copies and verification of all reports concerning such investigations and other actions so taken.
(f) If an environmental assessment has been conducted at Mortgagee's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the Loan Documents or to recover the protection and indemnity contained herein. If at any time during the term of the indebtedness, the Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, the Mortgagee shall have the right to require Mortgagee, at Mortgagee's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Upon receipt of such evidence, the Mortgagee shall not be required to make any advances or loans to the Mortgagee. Mortgagee's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.
(g) The Mortgagee shall provide the Mortgagee with reasonable access to the Premises, the Mortgagee's business records and Mortgagee's agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting the Mortgagee's security interest. The Mortgagee shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagee under this mortgage or otherwise.
(h) Mortgagee has a continuing duty to notify the Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of the Mortgagee contained in this Mortgage or in any Environmental Certificate delivered by Mortgagee to Mortgagee.
(i) The Mortgagee agrees to indemnify, defend and hold harmless the Mortgagee against any and all claims, losses, costs, damages, liabilities, and expenses (including all reasonable attorney's fees), asserted against or incurred by the Mortgagee and directly or indirectly arising out of or attributable to the Mortgagee's breach of any covenant, warranty or representation herein, Mortgagee's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by the Mortgagee, or degradation of the environment in connection with the Premises, whether by the Mortgagee or by others, and whether occurring before or after the execution of this Mortgage.
(j) All obligations and liabilities of the Mortgagee under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.
(k) For purposes of this Mortgage, "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 209.601 et seq.), the Illinois Environmental Protection Act, as amended, (Ill. Rev. Stat. 1983 Ch. 111, § 1001 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7 et seq.), and the regulations adopted and publications promulgated pursuant thereto.
- 24 All notices to Mortgagee and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagee and Mortgagee appearing on the first page hereof, or if and when delivered personally.
 - 25 That if the Mortgagee consists of more than one person, such Mortgagee shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagee contained herein. If the Mortgagee is a land trust, then the term Mortgagee as used herein shall include the beneficiaries of such land trust.
 - 26 The terms, conditions and covenants contained herein shall bind, and the benefits and advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto.
 - 27 (a) Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, the other interest in, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.
(b) Mortgagee (i) waives notice of any advances or other extensions of credit included in the indebtedness, (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the indebtedness or to enforce any security therefor before exercising its rights and remedies under this mortgage, and (iii) agrees that the validity and enforceability of this mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person of the indebtedness.
(c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagee, and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the indebtedness as to which Mortgagee is not the obligor or with regard to any security for the indebtedness that is not owned by Mortgagee. Any such action shall not impair or affect the validity or enforceability of this mortgage.

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- 28 Mortgagor at the request of the Mortgagee shall pay the expenses to be appraised or to appraise to determine the value. The Mortgagee shall pay all costs and fees of such appraisals or re appraisals.
- 29 If the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to enforce the terms of this Mortgage or its power to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any other consideration or the policy relating to title to the Premises, or for any appraisal or re appraisal of the Premises, at such sums that in whole and in part be paid by the Mortgagee together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.
- 30 The rights of the Mortgagee arising under the covenants and conditions contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in derogation of the others. That no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.
- 31 This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.
- 32 If any provision of this mortgage shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the enforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.
- 33 Nothing contained in this Mortgage or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between the Mortgagor and Mortgagee, or between Mortgagee and any other person and the Mortgagee is not responsible in any way for the debts or obligations of the Mortgagor or any other person. Nothing in the Agreement or its attachments makes the Mortgagee a fiduciary for the Mortgagor or any other person as an owner or operator of the Premises.
- 34 Any appraisals of the Mortgagor's property or evaluation of the potential profitability of the enterprise to be engaged in by the Mortgagor in connection with the extension of credit from the Mortgagee to the Mortgagor, are for the sole benefit of the Mortgagor and do not constitute a representation of the beneficial of profitability of such enterprises by the Mortgagee to the Mortgagor.
- 35 This mortgage shall be governed by Illinois law.
- 36 The pronouns and relative words herein used shall be read as if written in the singular, plural, feminine or gender forms, so as to appropriately refer to the party or parties designated.
- 37 Additional Provisions, if this section is left blank, there are no additional provisions.

WITNESSETH THAT I, Mortgagor, have executed this Mortgage the day and year last above written.

MORTGAGEE: **Competition Bank and Trust, not personally but as trustee under Trust Agreement dated 4-11-40 and known as Trust No. 29599.** For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof.

STATE OF ILLINOIS)
) ss
 COUNTY OF)

On this _____ day of _____ in the year 19____ before me personally appeared _____

Individual to me known to be the person(s) described in and who executed the foregoing instrument and (severally) acknowledged to me that he/she/they executed the same.
 Partnership to me known to be a partner in the partnership described in and he/she/they which executed the foregoing instrument and acknowledged to me that such partnership executed the same.
 Corporation to me known to be an officer in the corporation described in and he/she/they which executed the foregoing instrument and acknowledged to me that such corporation executed the same.

Notary Public

County Illinois

My Commission Expires _____

THIS DOCUMENT DRAFTER BY

Roland D. Yarnmick (MS)
 c/o First of America Bank - NorthWest Illinois, N.A.
 325 N. Milwaukee Avenue
 Libertyville, Illinois 60048
 Attention: Loan Operations

WHEN RECORDED RETURN TO

First of America Bank - NorthWest Illinois, N.A.
 same as above

**BOX
 343**

Peter Schmuggeler

95157125

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EXHIBIT A

TO

REAL ESTATE MORTGAGE

DESCRIPTION OF REAL ESTATE

TAX IDENTIFICATION NUMBERS: 15-10-222-006-0000
15-10-222-007-0000

PARCEL 3:

THAT PORTION OF LAND COMMONLY KNOWN AS "RAILROAD STRIP" A SUBDIVISION IN SECTION 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE CENTER LINE OF 16TH AVENUE (PROJECTED) THENCE RUNNING EASTERLY ALONG SAID NORTHLINE TO THE EAST LINE OF 16TH AVENUE (PROJECTED), THENCE RUNNING NORTHERLY ON SAID LINE 130 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID CENTER LINE OF 16TH AVENUE, THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 130 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 10 N. 15TH AVENUE, MELROSE PARK, ILLINOIS 60160

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EXHIBIT A
TO 4 5 7 1 7
REAL ESTATE MORTGAGE
DESCRIPTION OF REAL ESTATE

TAX IDENTIFICATION NUMBERS: 15-10-222-006-0000
15-10-222-007-0000

PARCEL 1:

ALL THAT PIECE OR PARCEL OF LAND SITUATED IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RIGHT OF WAY OF GALENA DIVISION OF CHICAGO AND NORTHWESTERN RAILROAD WHICH FALLS AT INTERSECTION OF THE WEST LINE OF 15TH AVENUE IN SAID MELROSE EXTENDED AND SAID RAILROAD RIGHT OF WAY; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY TO A POINT EQUI-DISTANT BETWEEN SAID WEST LINE OF 15TH AVENUE EXTENDED AND THE EAST LINE OF 16TH AVENUE EXTENDED IN MELROSE AFORESAID; THENCE NORTH PARALLEL WITH THE WEST LINE OF 15TH AVENUE AFORESAID, EXTENDED TO THE SOUTH LINE OF FIRST STREET IN SAID MELROSE; THENCE EASTERLY ALONG THE SOUTH LINE OF FIRST STREET AFORESAID, TO A POINT INTERSECTING THE WEST LINE OF 15TH AVENUE AFORESAID EXTENDED; THENCE ALONG THE WEST LINE OF SAID 15TH AVENUE EXTENDED, TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PORTION OF LAND COMMONLY KNOWN AS THE "RAILROAD STRIP" IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT A POINT ON THE EAST LINE OF 16TH AVENUE (PROJECTED) 30 FEET NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THENCE RUNNING EASTERLY AND PARALLEL WITH SAID RIGHT OF WAY 132 FEET, THENCE RUNNING NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF 16TH AVENUE, 100 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID EAST LINE OF 16TH AVENUE, THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 100 FEET TO THE POINT OF BEGINNING, ALSO THAT PIECE OF LAND DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE EAST LINE OF 16TH AVENUE, THENCE RUNNING EASTERLY ALONG SAID NORTH LINE 132 FEET, THENCE RUNNING NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF 16TH AVENUE, 30 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID EAST LINE OF 16TH AVENUE, THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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