



CHICAGO

DEPT-01 RECORDING \$29.00
 : T86666 TRAH 4206 06/06/95 15155100
 : 97248 # KEY **-95--347828

COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDING IS RESERVED

THIS INDENTURE, made April 11, 1995, between ~~NBD BANK, SUCCESSOR TRUSTEE TO~~ NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust Agreement dated January 24, 1990 and known as Trust No. 1125-CH, and ~~LAWRENCE M. FREEMAN~~, herein referred to as "Mortgagor", and ~~CHICAGO BANK AND TRUST COMPANY~~, herein referred to as "TRUSTEE", witnesseth:

THAT, WHEREAS the Mortgagor ~~is~~ justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$26,000.

THREE MILLION (\$3,000,000.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~CHICAGO VENTURE~~

and delivered, in and by which said Principal Note the Mortgagor promise to pay the said principal sum on or before 4/12/05 with interest thereon from the date of the Note after the date of maturity at the rate of 10.5 percent per annum, payable semi-annually ~~on the 1st day of January and July of each year~~ all of said principal and interest bearing interest after maturity at the rate of 10.5 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in ~~Chicago, Illinois~~, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of ~~LAWRENCE M. FREEMAN~~, 77 West Washington Street, Suite 1211, Chicago, IL 60602 in said City.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

P.C.N.: 13-10-200-001

Common Address: Sauganash Business Park, Chicago, IL

EXONERATION PROVISION RESTRICTING
ANY LIABILITY OF NBD BANK ATTACHED
HERETO IS HEREBY EXPRESSLY MADE A
PART HEREOF.

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed in the premises by the mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor ~~hereby~~ expressly release and waive.

The trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

NBD BANK, SUCCESSOR TRUSTEE TO NBD TRUST COMPANY OF ILLINOIS, not personally

But as Trustee aforesaid,

Attest: *David Rosefeld*
TRUST OFFICER

[SEAL]

BY: *Joseph F. Spachek* [SEAL]

Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, Diana Duehrer, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph F. Spachek, Assistant Vice-President/ Trust Officer of NBD BANK, and ~~DAVID ROSENTHAL~~, Assistant Vice-President/ Trust Officer/ Deputy Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice-President/ Assistant Trust Officer/ Deputy Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice-President/ Assistant Trust Officer/ Deputy Cashier respectively, appeared before me this day in person and acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of May A.D., 19 95.

Diana Duehrer
Notary Public

OFFICIAL SEAL

DIANA DUEHRER

Notary Public, State of Illinois

My Commission Expires June 2000

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26
GS PMV

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00367522

SLIDES ATTACHED TO AND MADE A PART OF TRUST DEED DATED
JULY 1, 1981

DEB ATTACHED TO AND MADE A PART OF TRUST DEED DATED
"JULY 10, 1981"

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THE COVENANTS, CONDITIONS AND PROVISIONS RECORDED TO OR ON PAGE 1 (THE REVERSE SIDE) OF THIS TRUST DEED.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind storm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclose affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any intended or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, forensis certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature set forth in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this trust deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the term "foreclosed indebtedness" additional to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, if their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of a application for such receiver and without regard to the value of the premises or whether the same shall be occupied as a home, tenanted or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary to be used in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in paying it in whole or in part of: (a) The indebtedness secured hereby, (b), any decree foreclosing this trust deed, or any tax, special assessment or other like debt which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representation and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be paid in the amount by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed an identification number on the principal note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. The word "note" as used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

17. Mortgagor hereby waives any right of redemption whether preved by statute or otherwise.

18. Mortgagor further agrees to the contents hereof, it is understood that the within encumbrance is junior and subordinate, to the prior encumbrance of Northern Trust Company, and that the holder hereof shall not exercise any right to foreclose the within Trust Deed notwithstanding any default on the part of the Mortgagor hereunder without the express written consent of the Northern Trust Company until such time as the outstanding obligations to the Northern Trust Company are satisfied.

IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Instrument Prepared By:

Brownell, M. Freedman, Esq.

Ashley, Anson, Freedman & Logan

77 W. Washington Street, Suite 1211
Chicago, IL 60602

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE



PLAC IN RECORDER'S OFFICE BOX NUMBER

309

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EXHIBIT

"A"

THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 10,
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE
OF SAID NORTH EAST 1/4 WITH THE EASTERLY LINE OF THE CHICAGO AND
NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY; THENCE SOUTH 90
DEGREES, 00 MINUTES, 00 SECONDS EAST (BEING AN ASSUMED BEARING FOR
THIS LEGAL DESCRIPTION) ALONG THE NORTH LINE OF SAID NORTH EAST 1/4,
331.50 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING
SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF
SAID NORTH EAST 1/4, 66.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES,
01 SECONDS WEST, 115.29 FEET; THENCE EASTERLY ALONG A CURVED LINE

CONVEX NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE
OF 17.10 FEET (THE CHORD OF SAID ARC BEARS NORTH 83 DEGREES, 44
MINUTES, 28 SECONDS EAST, 17.10 FEET); THENCE SOUTH 00 DEGREES, 00
MINUTES, 00 SECONDS WEST, 225.83 FEET; THENCE SOUTHWESTERLY ALONG A
CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 560.00 FEET,
AN ARC DISTANCE OF 131.13 FEET TO A POINT OF COMPOUND CURVATURE (THE
CHORD OF SAID ARC BEARS SOUTH 25 DEGREES, 17 MINUTES, 30 SECONDS
WEST, 130.83 FEET); THENCE SOUTHERLY ALONG A CURVED LINE CONVEX
WESTERLY, HAVING A RADIUS OF 162.88 FEET AND BEING TANGENT TO SAID
LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC
DISTANCE OF 122.61 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC
BEARS SOUTH 02 DEGREES, 58 MINUTES, 54 SECONDS EAST, 119.73 FEET);
THENCE SOUTH 24 DEGREES, 32 MINUTES, 47 SECONDS EAST ALONG A LINE
TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED
POINT, 53.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG
A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1015.00 FEET
AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED
POINT, AN ARC DISTANCE OF 180.26 FEET (THE CHORD OF SAID ARC BEARS
SOUTH 29 DEGREES, 38 MINUTES, 02 SECONDS EAST, 180.02 FEET); THENCE
SOUTH 00 DEGREES, 23 MINUTES, 47 SECONDS EAST, 160.53 FEET; THENCE
SOUTH 63 DEGREES, 24 MINUTES, 25 SECONDS WEST, 29.77 FEET TO A POINT
OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX
NORTHWESTERLY, HAVING A RADIUS OF 1320.00 FEET AND BEING TANGENT TO
SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE
OF 145.60 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS
SOUTH 60 DEGREES, 14 MINUTES, 50 SECONDS WEST, 145.52 FEET); THENCE
SOUTH 57 DEGREES, 05 MINUTES, 14 SECONDS WEST ALONG A LINE TANGENT TO
SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 51.95
FEET; THENCE SOUTH 00 DEGREES, 23 MINUTES, 17 SECONDS EAST, 220.03
FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH EAST
1/4 OF SAID SECTION 10, 575.00 FEET, AS MEASURED ALONG SAID SOUTH
LINE, EAST OF THE SOUTH WEST CORNER OF THE NORTH 1/2 OF SAID NORTH
EAST 1/4; THENCE NORTH 89 DEGREES, 58 MINUTES, 24 SECONDS WEST ALONG
THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTH EAST 1/4, 575.00 FEET TO
THE WEST LINE OF SAID NORTH EAST 1/4; THENCE NORTH 00 DEGREES, 21
MINUTES, 06 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 633.23 FEET;
THENCE SOUTH 82 DEGREES, 50 MINUTES, 48 SECONDS EAST, 134.61 FEET;
THENCE NORTH 03 DEGREES, 56 MINUTES, 44 SECONDS EAST, 75.79 FEET TO A

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POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 189.38 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 09 DEGREES, 06 MINUTES, 45 SECONDS EAST, 189.12 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 155.02 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 31 DEGREES, 21 MINUTES, 36 SECONDS EAST, 152.73 FEET); THENCE NORTH 48 DEGREES, 26 MINUTES, 26 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 167.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 340.93 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 64 DEGREES, 43 MINUTES, 07 SECONDS EAST, 336.36 FEET); THENCE NORTH 80 DEGREES, 59 MINUTES, 49 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 25.64 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 124.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

95367823

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