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EASEMENT AND RESTRICTION AGREEMENT

AGREEMENT made this 20th day of August, 1996 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement known as 068816-01 (hereinafter called "Owner") and Gordon Food Service, Inc. (hereinafter called "New Owner").

DEPT-01 RECORDING \$43.00

T#6666 TRAN 7523 08/22/96 15:53:00

PRELIMINARY STATEMENT

#6963 ÷ LM #-96-647456

COOK COUNTY RECORDED

Owner holds fee simple title to certain real property (hereinafter referred to as "Lot 1") near the intersection of South Cicero Avenue and West 79th Street, County of Cook, State of Illinois, which property is more particularly described in Exhibit A annexed hereto and made a part hereof. New Owner has, contemporaneously with the execution and delivery hereof, acquired fee simple title to certain real property (hereinafter referred to as "Lot 2") adjacent to and contiguous with Lot 1, and which property is more particularly described in Exhibit B annexed hereto and made a part hereof. The Owner and the New Owner (hereinafter collectively called the "Owners") intend, with respect to Lot 1 and Lot 2, that Lot 1 and Lot 2 shall be operated and maintained as a single, integrated shopping center and, in furtherance thereof, have agreed to the terms and conditions contained herein.

NOW, THEREFORE, for good, lawful and valuable consideration, including the undertakings of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is covenanted and agreed that:

1. New Owner hereby grants to Owner, and Owner hereby grants to New Owner, a perpetual irrevocable easement between the two lots for the benefit of the Owners and all persons holding under or through them, their successors, assigns, mortgagees, lessees, sublessees, and their employees, agents, customers, licensees and invitees, to use, without payment of any charge therefor, the entire existing automobile parking areas and driveway areas (including the area behind the building located on Lot 1) located or to be located on both lots for the parking of automobiles and for ingress and egress of pedestrians and vehicles between said lots and the adjoining public highways and adjoining lots, so that the lots shall operate and exist together as a single, integrated shopping center.

2. The Owners hereby agree that no barriers, fences or other obstructions shall be erected on Lot 1 and Lot 2 which would:

(a) Prevent the reasonable and adequate passage of motor vehicles of every kind, nature and description or pedestrians over and across the entrance roads, pedestrian entrances, curb cuts and egresses, now or

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hereafter constructed, to and from any public or private street or road or adjacent property bordering on either Lot 1 or Lot 2.

(b) Prevent the reasonable and adequate passage of motor vehicles of every kind, nature and description and pedestrians from Lot 1 onto and over Lot 2 and from Lot 2 onto and over Lot 1.

(c) Prevent the parking of motor vehicles of every kind, nature and description by the lessees, sublessees, licensees, customer and concessionaires and the like in the respective areas designated from time to time for parking in Lot 1 and Lot 2.

3. The Owners shall each maintain on their respective lots the amount of paved parking and driveway area which exists on the date hereof.

4. The Owners may maintain any necessary or desirable utility pipes, lines, or wires, on each other's respective lots and may grant easements (with the consent of the other Owner, which shall not be unreasonably withheld) for the purpose of such installation and maintenance, from the private streets and roads adjoining Lot 1 and Lot 2 for the servicing of buildings, structures and improvements located on each of the said Lots, provided that the aforesaid utility pipes, lines, or wires shall be located, constructed and maintained in a manner which will not materially interfere with (a) the use of the automobile parkway areas and driveways on Lot 1 and 2, and/or (b) the principal uses of Lots 1 and 2.

5. The Owners shall at all times be obligated to cooperate in the promulgation of reasonable rules and regulations governing the use of the parking areas, walks, and driveways shown on Exhibits A and B which parking areas, walks and driveways may not be reduced by any Owners of Lots 1 and 2, of their own volition, without the consent of all of the Owners of Lots 1 and 2 and the holders of first mortgages on said Lots, which consent shall not be needed with respect to said walks and driveways if said reduction is not otherwise in violation of this Agreement, and which consent shall not be unreasonably withheld or delayed with respect to said parking areas.

6. The Owners have agreed that the obligations and responsibilities in connection with the maintenance of the sidewalks, parking areas, pylon signs, the area behind the building on Lot 1, and all other common areas (herein referred to as the "Common Areas") is set forth in a separate letter agreement (the "Letter Agreement") dated of even date herewith between Owner and New Owner. The Letter Agreement provides a mechanism for the Owner and New Owner to share (i) the costs of maintaining and operating

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the Common Areas, and (ii) certain real estate taxes and assessments, and further provides that the Owner and New Owner, if such costs are not paid as provided in the Letter Agreement, may place a lien on the non-paying Owner's Lot, and that such a lien shall be subordinate to any financing placed upon said Lot.

7. The Owner and New Owner agree that the City of Burbank, its agents, officers and employees (hereinafter collectively called the "City"), is a third party beneficiary to this Easement Agreement. The City shall have the right to enter onto the parking areas and driveway areas of Lot 1 and Lot 2 at any time for purposes of enforcing federal, state or municipal laws and ordinances. The provisions of the Easement Agreement pertaining to the perpetual irrevocable easement may not be amended without the express written approval of the City.

8. The rights granted hereby shall run with the land and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns, lessees, future grantees, and existing and future mortgagees having an interest in part or all of Lot 1 and/or part or all of Lot 2. Said rights shall not be affected by the lien of any mortgage(s) covering Lots 1 and/or 2.

9. In the event of any sale or transfer (including any transfer by operation of law of either Lot 1 or Lot 2), the transferor of such Lot (and any subsequent owner of such Lot making such a transfer) shall be relieved from any and all obligations and liabilities as shall have arisen during such owner's or subsequent owner's respective period of ownership. The purchaser or transferee of such Lot 1 or Lot 2 shall be deemed to have assumed the respective Owner's obligations hereunder from and after the date of such transfer, and unless modified, the transferor's obligations pursuant to the Letter Agreement referred to at Paragraph 6 above, which Letter Agreement may be provided to such transferee by Owner, New Owner, their successors, assigns, or grantees. The provisions of this Paragraph shall enure to the benefit of all purchaser(s) and transferee(s) of the Owners and their successors and assigns in the event of any subsequent transfer, and all purchasers and transferees(s) of the Owners and their successors and assigns shall be bound by the obligations set forth herein and in the Letter Agreement.

10. Provided that New Owner, its successors or assigns, is occupying and using all or a part of the premises on Lot 2 as a retail outlet for the sale of food, bulk food, frozen food, and related food items, Owner, its successors or assigns or grantees, agrees that it will not demise, lease, or sublease (or itself use) all or any part of the premises on Lot 1 to any party whose primary use shall be (a) for the sale of unprepared food items (such as a grocery store or supermarket), food related warehouse-type club pack items or restaurant supplies, (b) for a national chain warehouse club such as Sam's Club or Price Club, or (c) for the

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sale of goods or services catering to adult pornographic or prurient sexual interest. The parties agree that this restriction shall not prevent uses such as a bagel store, coffee shop, donut shop, delicatessen, pizza shop, candy store, restaurant, fast food establishment, etc., nor shall it apply to any tenants of Lot 1 currently operating as of the date of this agreement. As used herein, a "primary use" is defined as a use which results in sales in excess of 50% of the total sales volume at the specific premises.

Once New Owner, its successors or assigns, ceases to use all or a part of the premises on Lot 2 for the sale of food, bulk food, frozen food, and related food items, then Owner, its successors or assigns, shall no longer be bound by this restriction, notwithstanding the fact that New Owner, its successors or assigns, may resume the sale of food, bulk food, frozen food, and related food items at a later date.

11. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings or agreements herein made on the part of American National Bank and Trust Company of Chicago, while in form purporting to be the representations, covenants, undertaking the agreement by American National Bank and Trust Company of Chicago, are not for the purpose or with the intention of binding American National Bank and Trust Company of Chicago personally, but are made and intended for the purpose of binding only those portions of the trust property specifically described herein, and this instrument is executed and delivered by American National Bank and Trust Company of Chicago and not in their own right, but solely in the exercise of the powers conferred upon them in their capacity as Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or be enforceable against American National Bank and Trust Company of Chicago on account of this instrument or on account of any representation, covenant, undertaking or agreement of American National Bank and Trust Company of Chicago in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed that American National Bank and Trust Company of Chicago will act and are acting only at the express direction of its beneficiaries. In the event of conflict between the terms of this paragraph and of the remainder of this Easement Agreement on any question of apparent liability or obligation resting with American National Bank and Trust Company of Chicago, this exculpatory provision shall be controlling.

This Agreement may not be amended, altered or modified except by written instrument in recordable form which shall be hereafter executed by and between (1) each and every Owner in fee simple of Lot 1 and Lot 2, or any subdivision thereof; and (2) the mortgagee or mortgagees having an interest in Lot 1 and/or Lot 2 or any subdivision thereof.

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This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to constitute an original, but all of which when taken together, shall constitute but one instrument, and shall become effective when copies hereof when taken together bear the signatures of each of the parties hereto.

IN WITNESS WHEREOF, each Owner has hereunto executed this Agreement on the 20 day of August, 1996.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, Trustee Under Trust Agreement
Known as Trust Number 068816-01

By: _____



GORDON FOOD SERVICE, INC.

By: _____

Its General Manager

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This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to constitute an original, but all of which when taken together, shall constitute but one instrument, and shall become effective when copies hereof when taken together bear the signatures of each of the parties hereto.

IN WITNESS WHEREOF, each Owner has hereunto executed this Agreement on the 20th day of August, 1996.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, Trustee Under Trust Agreement
Known as Trust Number 068816-01

By: _____

GORDON FOOD SERVICE, INC.

By: [Signature] 8/20/96

Steve Chalmer
Its General Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY, that R. MICHAEL WEBER as Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 068816-01, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

AUG 21 1996

GIVEN under my hand and notarial seal this _____ day of _____, 1996.



L.M. Sovienksi

NOTARY PUBLIC

My commission expires: _____

STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, 1996, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of GORDON FOOD SERVICE, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

NOTARY PUBLIC

My commission expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY, that _____ as _____ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 068816-01, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said Bank, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1996.

NOTARY PUBLIC

My commission expires: _____

STATE OF Michigan)
) SS.
COUNTY OF Kent)

On this 20 day of August, 1996, before me personally came Steve Plakmeyer, to me known, who, being by me duly sworn, did depose and say that he resides at Hudsonville, Michigan; that he is the General Manager of GORDON FOOD SERVICE, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Eileen C. Carwell 8/20/96
NOTARY PUBLIC

EILEEN C. CARWELL
NOTARY PUBLIC - KENT COUNTY, MICH.
MY COMMISSION EXPIRES 7-9-98

My commission expires: _____

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EXHIBIT A LEGAL DESCRIPTION OF LOT 1

Lot 1 of Goodrich Subdivision, a subdivision of part of the East 20.0 acres of the North 60.00 acres of the East 1/2 of the Northeast 1/4 of Section 33, Township 38 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Metes and Bounds Description for Lot 1:

THAT PART OF THE EAST 20.0 ACRES OF THE NORTH 60.0 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 20.0 ACRES OF SAID NORTH 60.0 ACRES AND THE SOUTH LINE OF WEST 79TH STREET, BEING 50.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE EAST ALONG THE SOUTH LINE OF WEST 79TH STREET, BEING 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 12.16 FEET; THENCE SOUTHEASTERLY 81.06 FEET TO A POINT 63.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 156.12 FEET TO A POINT 214.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 33, A DISTANCE OF 152.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 150.0 FEET TO THE WEST LINE OF SOUTH CICERO AVENUE, BEING 64.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE, BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 156.50 FEET; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SOUTH CICERO AVENUE, 181.24 FEET TO A POINT 55.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE, BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 583.18 FEET TO THE EAST MOST NORTH LINE OF LOT 2 IN GOODRICH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 20.0 ACRES OF THE NORTH 60.0 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89°51'44" WEST ALONG SAID EAST MOST NORTH LINE OF LOT 2 IN GOODRICH SUBDIVISION, 198.53 FEET TO A POINT ON THE EAST LINE OF LOT 1 IN SAID GOODRICH SUBDIVISION ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 0°00'00" EAST ALONG SAID EAST LINE OF LOT 1 IN GOODRICH SUBDIVISION, 152.02 FEET TO THE SOUTH LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE NORTH 89°59'11" WEST ALONG SAID SOUTH LINE OF LOT 1 IN GOODRICH SUBDIVISION, 189.84 FEET TO THE MOST WEST LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE NORTH 0°00'00" EAST ALONG SAID MOST WEST LINE OF LOT 1 IN GOODRICH SUBDIVISION, 232.13 FEET TO THE WEST NORTH LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE SOUTH 89°51'44" EAST ALONG SAID WEST NORTH LINE OF LOT 1 IN GOODRICH SUBDIVISION, 70.0 FEET TO THE NORTH MOST WEST LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE NORTH 0°00'00" EAST ALONG SAID NORTH MOST WEST LINE OF LOT 1 IN GOODRICH SUBDIVISION

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67.87 FEET TO THE NORTH MOST NORTH LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE SOUTH 89°56'48" EAST ALONG SAID NORTH MOST NORTH LINE OF LOT 1 IN GOODRICH SUBDIVISION, 119.84 FEET TO THE EAST LINE OF SAID LOT 1 IN GOODRICH SUBDIVISION; THENCE SOUTH 0°00'00" EAST ALONG SAID EAST LINE OF LOT 1 IN GOODRICH SUBDIVISION, 147.75 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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EXHIBIT B LEGAL DESCRIPTION OF LOT 2

Lot 2 of Goodrich Subdivision, a subdivision of part of the East 20.0 acres of the North 60.00 acres of the East 1/2 of the Northeast 1/4 of Section 33, Township 38 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Metes and Bounds Description for Lot 2:

THAT PART OF THE EAST 20.0 ACRES OF THE NORTH 60.0 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 20.0 ACRES OF SAID NORTH 60.0 ACRES AND THE SOUTH LINE OF WEST 79TH STREET, BEING 50.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE EAST ALONG THE SOUTH LINE OF WEST 79TH STREET, BEING 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 12.16 FEET; THENCE SOUTHEASTERLY 81.06 FEET TO A POINT 63.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 136.12 FEET TO A POINT 214.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 33, A DISTANCE OF 152.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 150.0 FEET TO THE WEST LINE OF SOUTH CICERO AVENUE, BEING 64.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE, BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 156.50 FEET; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SOUTH CICERO AVENUE, 181.24 FEET TO A POINT 55.0 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE, BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 583.18 FEET TO THE EAST LINE OF LOT 2 IN GOODRICH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 20.0 ACRES OF THE NORTH 60.0 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 0°0'00" EAST ALONG SAID EAST LINE OF LOT 2 IN GOODRICH SUBDIVISION, 476.18 FEET TO THE MOST SOUTH LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 89°51'44" WEST ALONG SAID MOST SOUTH LINE OF LOT 2 IN GOODRICH SUBDIVISION, 166.37 FEET TO THE SOUTH MOST WEST LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 0°00'00" EAST ALONG SAID SOUTH MOST WEST LINE OF LOT 2 IN GOODRICH SUBDIVISION, 10.00 FEET TO THE WEST MOST SOUTH LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 89°51'44" WEST ALONG SAID WEST MOST SOUTH LINE OF LOT 2 IN GOODRICH SUBDIVISION, 221.00 FEET TO THE MOST WEST LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 0°00'00" EAST ALONG SAID MOST WEST LINE OF LOT 2 IN GOODRICH SUBDIVISION, 313.75 FEET TO THE WEST MOST NORTH LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 89°59'11" WEST ALONG SAID WEST MOST NORTH LINE OF LOT 2 IN

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GOODRICH SUBDIVISION, 189.84 FEET TO THE NORTH MOST WEST LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE NORTH 0°00'00" WEST ALONG SAID NORTH MOST WEST LINE OF LOT 2 IN GOODRICH SUBDIVISION, 152.02 FEET TO THE EAST MOST NORTH LINE OF SAID LOT 2 IN GOODRICH SUBDIVISION; THENCE SOUTH 89°51'44" EAST ALONG SAID EAST MOST NORTH LINE OF LOT 2 IN GOODRICH SUBDIVISION 198.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Document # of Plat: 96647454

Common Address of Real Estate: 8014-8046 South Cicero Avenue, Furbank, IL 60459

P.I.N. 19-33-200-010 and 011

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