

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

Janet A. Lindeman, Esq.  
Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60661

96668311

DEPT-01 RECORDING \$79.50  
T#0014 TRAN 8339 08/30/96 14:33:00  
\$4137 + JW \*-96-668311  
COOK COUNTY RECORDER

Property of Cook County

SPACE ABOVE THIS LINE FOR RECORDER'S USE

7950  
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Loan No. 96-220

**AMENDED AND RESTATED**  
**MORTGAGE, SECURITY AGREEMENT**  
**AND ASSIGNMENT OF LEASES AND RENTS**

This AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is made this 30<sup>th</sup> day of August, 1996 by and between LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 2, 1996 AND KNOWN AS TRUST NUMBER 120414 ("Borrower") whose address is c/o Hawthorne Street Properties LLC, 2333 South Cicero, Suite 400, Cicero, Illinois 60650, and HELLER FINANCIAL, INC, a Delaware corporation ("Lender") whose address is 500 West Monroe Street, 15th Floor, Chicago, Illinois 60661.

**RECITALS:**

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WHEREAS, Lender has made a loan in the principal amount of \$24,150,000 (the "Original Loan") to Cable Plant Joint Venture, a California general partnership ("Cable") and CM Complex Joint Venture, a California general partnership ("CM") (Cable and CM are hereinafter jointly and severally referred to as "Original Borrower");

WHEREAS, the Original Loan was evidenced by a promissory note dated as of January 18, 1990 (the "Original Note") made by Original Borrower payable to the order of Lender;

WHEREAS, the Original Note is secured, among other things, by the following documents (collectively, together with all other instruments, documents and agreements executed and delivered in connection with the Original Loan, the "Original Loan Documents"):

n-9601121 - Cook Co. - [Signature]

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(i) that certain Mortgage, Security Agreement and Assignment of Leases and Rents dated January 18, 1990 and recorded in the Cook County Recorder's Office as Document No. 90-039221 as amended by (a) that certain Modification Agreement dated April 1, 1991 and recorded as Document No. 91154822, (b) that certain Modification Agreement dated August 5, 1993 recorded as Document No. 93684198 and (c) that certain Modification Agreement dated December 22, 1994 and recorded as Document No. 95048153 (the "Original Mortgage");

(ii) that certain Assignment of Rents dated January 18, 1990 and recorded in the Cook County Recorder's Office as Document No. 90039222 as amended by (a) that certain Modification Agreement dated April 1, 1991 and recorded as Document No. 91154822, (b) that certain Modification Agreement dated August 5, 1993 and recorded as Document No. 93684198 and (c) that certain Modification Agreement dated December 22, 1994 and recorded as Document No. 95048153 (the "Original Assignment of Rents");

(iii) that certain UCC-2 Financing Statement made by Cable, as debtor, to Lender, as secured party, recorded in the Recorder's Office on January 25, 1990 as Document No. 90U01873;

(iv) that certain UCC-2 Financing Statement made by CM, as debtor, to Lender, as secured party, recorded in the Recorder's Office on January 25, 1990 as Document No. 90U01874;

(v) that certain UCC-2 Financing Statement made by Cable, as debtor, to Lender, as secured party, filed in the Office of the Secretary of State of Illinois on January 22, 1990 as Filing No. 2670188;

(vi) that certain UCC-2 Financing Statement made by CM, as debtor, to Lender, as secured party, filed in the Office of the Secretary of State of Illinois on January 22, 1990 as Filing No. 2670198; and

(vii) that certain Security Agreement dated as of January 18, 1990 by and between Original Borrower and Lender (the "Original Security Agreement");

WHEREAS, Borrower has simultaneously herewith purchased the Property from the Original Borrower subject to the Original Loan Documents; and

WHEREAS, Borrower and Lender wish to modify the terms of the Original Loan Documents;

NOW THEREFORE, the Original Mortgage, Security Agreement and Assignment of Leases and Rents is hereby amended and restated in its entirety as follows:

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A. Any references to the Mortgage, Security Agreement and Assignment of Leases and Rents or to the Loan Documents as contained in the Original Mortgage, Security Agreement and Assignment of Leases and Rents or the Original Loan Documents shall mean the Mortgage, Security Agreement and Assignment of Leases and Rents or the Loan Documents, respectively, as amended and restated.

B. Lender has agreed, subject to the terms and conditions of that certain Amended and Restated Security Agreement dated August 28, 1996, executed by and between Borrower and Lender (the "Security Agreement"), to make a loan (the "Loan") to Borrower. The Loan is evidenced by that certain Amended and Restated Promissory Note of even date herewith in the original principal amount of \$8,400,000.00 (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "Note"), providing for monthly payments as set forth in the Note, with the balance thereof, due and payable on July 31, 2006 (said date, any later date to which the maturity date may be extended in accordance with and subject to, the terms of the Security Agreement, or any earlier date on which the entire unpaid principal amount shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise is hereinafter called the "Maturity Date"). The terms and provisions of the Security Agreement and Note are hereby incorporated by reference in this Mortgage.

C. Lender wishes to secure: (i) the payment of the Note, together with all interest, premiums, and other amounts, if any, due in accordance with the terms of the Note, as well as the payment of any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note, the Security Agreement or this Mortgage or any of the other Loan Documents (hereinafter defined); (ii) the performance of each and every covenant, condition, and agreement contained in the Note, the Security Agreement, this Mortgage and any other documents evidencing or securing the Loan or executed in connection therewith (such documents together with any modifications, renewals, extensions or replacements thereof are collectively referred to as the "Loan Documents"); and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and indebtedness of any kind or nature now or hereafter owing, arising, due or payable from Borrower to Lender in connection with the Loan. All payment obligations of Borrower or any Principal to Lender under the Loan or any of the Loan Documents are hereinafter sometimes collectively referred to as the "Indebtedness", and all other obligations of Borrower or any Principal to Lender under the Loan or any of the Loan Documents are hereinafter sometimes collectively referred to as the "Obligations".

NOW, THEREFORE, TO SECURE the repayment of the Indebtedness (provided that the amount secured hereby shall never exceed \$16,800,000) and the performance of the Obligations, Borrower has executed this Mortgage and does hereby mortgage, convey, assign, warrant, transfer, pledge and grant to Lender a security interest in the following described property and all proceeds thereof (which property is hereinafter sometimes collectively referred to as the "Property"):

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H. All accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books and records relating to the foregoing;

I. Any monies on deposit with or for the benefit of Lender, including deposits for the payment of real estate taxes and any cash collateral account;

J. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property of the types described in the preceding granting clauses; and

K. Any and all after-acquired right, title or interest of Borrower in and to any property of the types described in the preceding granting clauses.

TO HAVE AND TO HOLD the Property and all parts thereof together with the rents, issues, profits and proceeds thereof, unto Lender to its own proper use, benefit, and advantage forever, subject, however, to the terms, covenants, and conditions herein.

Borrower covenants and agrees with Lender as follows:

1. Payment of Indebtedness; Performance of Obligations.

Borrower shall promptly pay when due the Indebtedness and shall promptly perform all Obligations.

2. Taxes and Other Obligations.

Borrower shall pay, when due, and before any interest collection fees or penalties shall accrue, all taxes, assessments, fines, impositions and other charges and obligations, which may become a lien on or charge against the Property (collectively, "Charges"). Borrower shall have the right to contest, in good faith by appropriate proceedings, the amount or validity of any such Charges, so long as: (a) Borrower has given prior written notice to Lender of Borrower's intent to so contest or object to any such Charges; (b) such contest stays the enforcement or collection of the Charges or any lien created; and (c) Borrower has obtained an endorsement in form and substance satisfactory to Lender, to the loan policy of title insurance issued to Lender insuring over any such lien, or Borrower has deposited with Lender a bond or other security satisfactory to Lender in the amount of 150% of the amount of such Charges.

Should Borrower fail to make any of such payments, Lender may, at its option and at the expense of Borrower, pay the amounts due for the account of Borrower. Upon the request of Lender, Borrower shall immediately furnish to Lender copies of all notices of amounts due and receipts evidencing payment. Borrower shall promptly notify Lender of any lien on all or any part of the Property and shall promptly discharge any unpermitted lien or encumbrance.

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### 3. Reserves for Taxes and Insurance.

April

Beginning with the monthly installment of principal and interest due on ~~February~~ <sup>April</sup> 1, 1997, at the time of and in addition to the monthly installments of principal and interest due under the Note, Borrower shall pay to Lender a sum equal to 1/12 of the amount estimated by Lender to be sufficient to pay at least 30 days before they become due and payable, premiums on all insurance policies and all taxes, assessments and other similar charges levied against the Property (collectively, the "Charges"). So long as no Event of Default exists hereunder, Lender shall apply the sums to pay the Charges. These sums may be commingled with the general funds of Lender, and no interest shall be payable thereon nor shall these sums be deemed to be held in trust for the benefit of Borrower. If Lender at any time reasonably determines that such amount on deposit is insufficient to fully pay such Charges, Borrower shall, within 30 days following notice from Lender, deposit such additional sum as may be reasonably required by Lender. On the Maturity Date, the moneys then remaining on deposit with Lender or its agent shall, at Lender's option, be applied against the Indebtedness. The obligation of Borrower to pay the Charges is not affected or modified by the provisions of this paragraph.

### 4. Insurance and Condemnation.

#### (a) Insurance.

(i) Borrower shall keep the improvements insured, and shall maintain general liability coverage and such other coverages reasonably requested by Lender, by carrier(s), in amounts and in form at all times reasonably satisfactory to Lender, which carrier(s), amounts and form shall not be changed without the prior written consent of Lender, such consent not to be unreasonably withheld. Borrower shall provide Lender with certified copies of such insurance policies within 30 days following the closing of the Loan and shall provide Lender with certified copies of evidence of all renewals of such policies within 15 days following the dates of such renewals.

(ii) In case of loss or damage by fire or other casualty, Borrower shall give immediate written notice thereof to the insurance carrier(s) and to Lender. Lender is authorized and empowered, at its option, to make or file proofs of loss or damage and to settle and adjust any claim under insurance policies which insure against such risks, or to direct Borrower, in writing, to agree with the insurance carrier(s) on the amount to be paid in regard to such loss.

(iii) Provided no Event of Default then exists and Borrower certifies as to same, the net insurance proceeds (after deduction of Lender's reasonable costs and expenses, if any, in collecting the same) shall be made available for the restoration or repair of the Property if, in Lender's reasonable judgment: (a) restoration or repair and the continued operation of the Property is economically feasible; (b) the value of Lender's security is not reduced as a result of termination of Leases or otherwise; (c) the casualty loss is \$500,000.00 or less; (d) the loss does not occur in the 6 month period preceding the stated Maturity Date and Lender's independent consultant certifies that the restoration of the Property can be completed at least 90

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days prior to the Maturity Date; and (e) Borrower deposits with Lender from time-to-time an amount, in cash, which Lender, in its sole discretion, determines is necessary, in addition to the net insurance proceeds to pay in full the cost of the restoration or repair (Borrower's deposit shall be disbursed prior to any disbursement of insurance proceeds held by Lender). Any excess proceeds remaining after completion of such repair shall be distributed to Borrower. Notwithstanding the foregoing, it shall be a condition precedent to any disbursement of insurance proceeds held by Lender hereunder that Lender shall have approved (x) all plans and specifications for any proposed repair or restoration, (y) the construction schedule and (z) the architect's and general contractor's contract for all restoration that exceeds \$100,000.00 in the aggregate. Lender may establish other conditions it deems reasonably necessary to assure the work is fully completed in a good and workmanlike manner free of all liens or claims by reason thereof, and in compliance with all applicable laws, rules and regulations. At Lender's option, the net insurance proceeds shall be disbursed pursuant to a construction escrow acceptable to Lender. If an Event of Default then exists, or any of the conditions set forth in clauses (a) through (f) of this Section 4 (a)(iii) have not been met or satisfied, the net insurance proceeds may at Lender's option or in accordance with the foregoing be applied to the Indebtedness in such order and manner as Lender may elect, whether or not due and payable, with any excess paid to Borrower.

(b) Condemnation.

(i) Borrower shall within 3 business days of its receipt of notice thereof, notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall, after consultation with and subject to Lender's approval, which shall not be unreasonably withheld, appear in and prosecute any such action or proceeding. Upon Borrower's failure to act in accordance with Lender's prior approval, Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower (such appointment as attorney-in-fact is coupled with an interest), to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender and in accordance with the provisions of Section 4 (b)(ii) below. Lender is authorized (but is under no obligation) to collect any such proceeds.

(ii) Lender may, in its sole discretion, elect to (y) apply the net proceeds of any condemnation award (after deduction of Lender's reasonable costs and expenses, if any, in collecting the same) in reduction of the Indebtedness in such order and manner as Lender may elect, whether due or not or (z) make the proceeds available to Borrower for the restoration or repair of the Property. If the net proceeds of the condemnation award are made available to Borrower for restoration or repair, the net proceeds of the condemnation award shall be disbursed upon satisfaction of and in accordance with the terms and conditions set forth in

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Section 4 (a) (iii) above. Lender is authorized (but is under no obligation) to collect any such proceeds.

## 5. Preservation and Maintenance of Property.

Borrower shall: (a) not commit waste or permit impairment or deterioration of the Property; (b) not abandon the Property; (c) comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property; and (d) give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security granted by the Loan Documents or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any Improvement on the Land except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

## 6. Protection of Lender's Security.

If (a) Borrower fails to pay the Indebtedness or to perform the Obligations, (b) any action or proceeding is commenced which affects or could affect the Property or Lender's interest therein, including any loss, damage, cost, expense or liability incurred by Lender with respect to the preparation of the commencement or defense of any action or proceeding or any threatened action or proceeding affecting the Loan Documents or the Property, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect the Property or Lender's interest therein, including entry upon the Property to take such actions Lender determines appropriate to preserve, protect or restore the Property. Any amounts disbursed by Lender pursuant to this Section 6 (including attorneys' fees, costs and expenses), together with interest thereon at the "Default Rate" (defined in the Note) from the date of disbursement, shall become additional Indebtedness of Borrower secured by the lien of this Mortgage and the other Loan Documents and shall be due and payable on demand. Nothing contained in this Section 6 shall require Lender to incur any expense or take any action hereunder.

## 7. Leases; Assignment of Rents.

Borrower shall not, without Lender's prior written consent, execute, modify, amend, surrender or terminate any Lease if such Lease is for space in excess of 50,000 square feet or if such Lease calls for a Non-Disturbance Agreement from Lender ("Material Lease"), provided, however, such consent shall not be unreasonably withheld. Borrower shall provide Lender with prior written notice of its desire to execute, modify, amend, surrender or terminate any Material Lease. If Lender fails to approve or disapprove of any such modification, amendment, surrender or termination within 15 business days of such written notice, such modification, amendment, surrender or termination shall be deemed approved by Lender. Such Leases shall be on the form of lease previously used for the Property or on another form approved by Lender with tenants and for a use acceptable to Lender. All Material Leases executed or renewed after the date hereof must be approved by Lender prior to the execution thereof by Borrower. Borrower shall

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not be authorized to enter into any ground lease of the Property without Lender's prior written approval.

Borrower absolutely and unconditionally assigns and transfers to Lender, all of Borrower's right, title and interest in and to the Rents; provided, however, so long as there shall not have occurred an Event of Default, Borrower shall have the right to collect all Rents, and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Property, second to maintenance of insurance policies upon the Property required hereby, third to the expenses of Property operations, including maintenance and repairs required hereby, fourth to the payment of that portion of the Indebtedness then due and payable, and fifth, the balance, if any, to or as directed by Borrower. If an Event of Default has occurred, Borrower's right to collect and secure the Rents shall cease and Lender shall have the sole right, with or without taking possession of the Property to collect all Rents. Borrower has executed and delivered to Lender an Assignment of Leases and Rents of even date herewith, and, to the extent the provisions of this Section 7 are inconsistent with the provisions of said Assignment of Leases and Rents, the provisions of said Assignment of Leases and Rents shall control.

## 8. Statements by Borrower and Lender.

Borrower and Lender shall each within 10 days after the other's request, furnish the other with a written statement, duly acknowledged, setting forth the sums, according to its books and records, secured by the Loan Documents and any right of set-off, counterclaim or other defense which exists against such sums and the Obligations.

if, as a result thereof,

## 9. Transfers of the Property or Beneficial Interest in Borrower; Assumption.

, its Members

Borrower shall not (a) create any new ownership interest in Borrower or the beneficiary of Borrower ("Beneficiary") or (b) transfer (i) all or any part of the Property, or any interest therein, or (ii) any ownership interest in Beneficiary or Borrower (including any interest in the profits, losses or cash distributions in any way relating to the Property, Beneficiary or Borrower) or (iii) the beneficial interests of any Members of the Beneficiary which would result in the present Members of the Beneficiary in the aggregate, owning less than 51% of the total beneficial interests in Beneficiary. Notwithstanding the foregoing, intestate transfers or transfers by devise shall not constitute a transfer for the purposes of the foregoing provisions.

would own

such Members.

## 10. No Additional Liens, Encumbrances or Indebtedness.

Borrower covenants not to execute any mortgage, security agreement, assignment of leases and rents or other agreement granting a lien (except the liens granted to Lender by the Loan Documents) against or encumbrance on the Property or take or fail to take any other action which would result in a lien against the Property or the interest of Borrower (or any Principal) in the Property without the prior written consent of Lender; provided, however, Borrower may in good faith, by appropriate proceeding, contest the validity or amount of any asserted lien and,

owners of the beneficial interests in the

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pending such contest, Borrower shall not be deemed to be in default hereunder if Borrower shall first obtain an endorsement, in form and substance satisfactory to Lender to the loan policy of title insurance issued to Lender insuring over such lien, or, if no such loan policy shall have been issued, then Borrower shall deposit with Lender a bond or other security satisfactory to Lender in the amount of 150% of the amount of such lien to assure payment of the same as and when due.

## 11. Borrower and Lien Not Released.

Without affecting the liability of Borrower or any other person liable for the payment of the Indebtedness, and without affecting the lien or charge of this Mortgage as security for the payment of the Indebtedness, Lender may, from time to time and without notice to any junior lien holder or holder of any right or other interest in and to the Property: (a) release any person so liable; (b) waive or modify any provision of this Mortgage or the other Loan Documents or grant other indulgences; (c) release all or any part of the Property; (d) take additional security for any obligation herein mentioned; (e) subordinate the lien or charge of this Mortgage; (f) consent to the granting of any easement; or (g) consent to any map or plan of the Property.

## 12. Uniform Commercial Code Security Agreement.

(a) This Mortgage shall constitute a security agreement pursuant to the Uniform Commercial Code (the "UCC") for any portion of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC (such portion of the Property is hereinafter called the "Personal Property") and Borrower hereby grants to Lender a security interest in the Personal Property. Lender shall have all of the rights and remedies of a secured party under the UCC as well as all other rights and remedies available at law or in equity.

(b) Borrower agrees to execute and deliver to Lender any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to the Personal Property. Borrower hereby authorizes and empowers Lender and irrevocably appoints Lender its agent and attorney-in-fact to execute and file, on Borrower's behalf, all financing statements and refilings and continuations thereof as Lender deems necessary or advisable to create, preserve and protect such lien. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements as Lender may reasonably require.

(c) Borrower shall not, without the prior written consent of Lender, sell, assign, transfer, encumber, remove or permit to be removed from the Property any of the Personal Property except in the ordinary course of business. So long as no Event of Default exists, Borrower may sell or otherwise dispose of the Personal Property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Property, but only upon replacing the same with other Personal Property at least equal in value and utility to the disposed

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Personal Property. Any replacement or substituted Personal Property shall be subject to the security interest granted herein.

(d) To the extent permitted by law, Borrower and Lender agree that with respect to all items of Personal Property which are or will become fixtures on the Land, this Mortgage, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the UCC.

## 13. Events of Default; Acceleration of Indebtedness.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(a) failure of Borrower to pay, within 5 days of the due date, any of the Indebtedness, including any payment due under the Note; or

(b) failure of Borrower to strictly comply with Sections 4 (a)(i) or (ii) (insurance), 9 (prohibition on transfers), 7 (Lease) and 10 (no additional liens) of this Mortgage; or

(c) failure of Borrower, within 30 days after written notice and demand, to satisfy each and every Obligation not set forth in the subsections above; provided, however, if such Obligation cannot by its nature be cured within 30 days, and if Borrower commences to cure such failure promptly after written notice thereof and thereafter diligently pursues the curing thereof (and then in all events cures such failure within 90 days after the original notice thereof), Borrower shall not be in default hereunder during such period of diligent curing; or

(d) the occurrence of a default under any other Loan Document.

Upon the occurrence of an Event of Default, at the option of Lender, the Indebtedness shall become immediately due and payable without notice to Borrower and Lender shall be entitled to all of the rights and remedies provided in the Loan Documents or at law or in equity. Each remedy provided in the Loan Documents is distinct and cumulative to all other rights or remedies under the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

## 14. Entry; Foreclosure.

Upon the occurrence of an Event of Default, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property, or to the extent permitted by law, Lender or a receiver appointed by a court of competent jurisdiction, may enter and take possession of all or any part of the Property, and may exclude Borrower and its agents and employees wholly therefrom, and may have joint access with Borrower to the books, papers and accounts of Borrower. If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Lender, Lender or such receiver may obtain a

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judgment or decree conferring on Lender or such receiver, the right to immediate possession of the Property or requiring the delivery of the Property to Lender or such receiver, and Borrower specifically consents to the entry of such judgment or decree. Upon every such entering upon or taking of possession, Lender or such receiver may hold, store, use, operate, manage and control the Property and conduct the business thereof, and Lender or such receiver may take any action required by applicable law or which Lender or such receiver believes necessary to enforce compliance with the environmental provisions contained herein or in the other Loan Documents, and negotiate with governmental authorities with respect to the Property's environmental compliance and remedial measures in connection therewith. Lender and such receiver and their representatives shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission which was taken or omitted in good faith.

When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Lender may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term, covenant, condition or agreement of Borrower under any of the Loan Documents; (b) foreclose the lien hereof for the Indebtedness or part thereof and sell the Property as an entirety or otherwise, as Lender may determine; (c) exercise its rights under Section 13 with respect to all or any portion of the Personal Property in accordance with the provisions of the UCC; and/or (d) pursue any other right or remedy available to it under or by the law and decisions of the State in which the Land is located. Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Property as party defendant or defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect (a) the Indebtedness, or any part thereof or (b) any deficiency remaining unpaid after foreclosure and sale of the Property.

Upon any foreclosure sale, Lender may bid for and purchase the Property and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

## 15. Appointment of Receiver or Mortgagee in Possession.

If an Event of Default is continuing or if Lender shall have accelerated the Indebtedness, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice, and without regard to the occupancy or value of any security for the Indebtedness or the insolvency of any party bound for its payment, to the appointment, at its option, of itself as mortgagee in possession, or of a receiver to take possession of and to operate the Property, and to collect and apply the Rents.

## 16. Expenditures and Expenses.

In any action to foreclose the lien hereof or otherwise enforce Lender's rights and remedies hereunder, there shall be allowed and included as additional Indebtedness all Costs (as defined in the Security Agreement) which may be paid or incurred by or on behalf of Lender.

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All Costs and such other costs, expenses and fees as may be incurred by Lender in the protection of the Property and the maintenance of the lien of this Mortgage, including, attorneys' fees and costs in any litigation or proceeding affecting this Mortgage, the Note, the other Loan Documents, the Property or the Personal Property, including probate, appellate, and bankruptcy proceedings and any post-judgment proceedings to collect or enforce any judgment or order relating to this Mortgage or the other Loan Documents or in preparation for the commencement or defense of any action or proceeding, shall be immediately due and payable to Lender, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

**17. Application of Proceeds of Foreclosure Sale.**

The proceeds of any foreclosure sale of the Property shall be distributed and applied in the order of priority set forth in the Note with the excess, if any, being applied, to any party entitled thereto as their rights may appear.

**18. Future Advances.**

This Mortgage is given to secure not only the existing Indebtedness, but also future advances (whether such advances are obligatory or are made at the option of Lender, or otherwise) made by Lender under the Note of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all Indebtedness secured hereby shall in no event exceed 5 times the aggregate face amount of the Note.

**19. Waiver of Statute of Limitations.**

Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien created by any of the Loan Documents or to any action brought to enforce the Note or any other obligation secured by any of the Loan Documents.

**20. Waiver of Homestead and Redemption.**

Borrower hereby waives all right of homestead exemption in the Property. Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Mortgage, except decree or judgment creditors of Borrower.

**21. Governing Law; Severability.**

This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the lien created by this Mortgage. The invalidity, illegality or unenforceability of any provision of this Mortgage

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shall not affect or impair the validity, legality or enforceability of the remainder of this Mortgage, and to this end, the provisions of this Mortgage are declared to be severable.

## 22. Notice.

Notices shall be given under this Mortgage in conformity with the terms and conditions of the Security Agreement and in conformity with applicable law.

## 23. Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.

The covenants and agreements contained in the Loan Documents shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 9 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights under the Loan Documents or taking any actions provided for therein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

## 24. Release.

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Upon payment of those sums delineated in and in accordance with Section 8.1 of the Security Agreement, Lender shall issue a partial release of this Mortgage in accordance with Section 8.1 of the Security Agreement. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage, or any part hereof, and in releasing any financing statements related hereto.

## 25. Loss of Note.

Upon notice from Lender of the loss, theft, or destruction of the Note and upon receipt of an affidavit of lost note and an indemnity reasonably satisfactory to Borrower from Lender, or in the case of mutilation of the Note, upon surrender of the mutilated Note, Borrower shall make and deliver a new note of like tenor in lieu of the then to be superseded Note.

## 26. Exculpation.

This Mortgage and other Loan Documents and all of Borrower's obligations hereunder and thereunder are subject to the provisions of the Note entitled Exculpation, which are incorporated herein by this reference.

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## 27. Limitation on Liability.

This Mortgage is executed by LaSalle National Trust, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by LaSalle National Trust, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Trust, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its duly authorized representatives as of the date first above written.

BORROWER:

LASALLE NATIONAL TRUST, N.A., AS  
TRUSTEE UNDER TRUST AGREEMENT  
DATED AUGUST 2, 1996 AND KNOWN  
AS TRUST NUMBER 120414, AND NOT  
PERSONALLY

ATTEST:

*Asst.* Armany Callan  
Secretary

By: *Joseph W. ...*  
Name: JOSEPH W. ...  
Title: VICE PRESIDENT

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## EXHIBIT A

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PIN NOS. 16-27-101-006-0000  
16-27-100-009-0000  
16-27-100-010-0000  
16-27-100-029-0000  
16-27-100-031-0000

### PARCEL 1:

THAT PART OF A TRACT OF LAND (HEREINAFTER DESIGNATED TRACT "X") IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 138.52 FEET;

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THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 63.91 FEET TO THE EAST LINE OF THE HEREINABOVE DESIGNATED TRACT "X" (TRACT "X" BEING DESCRIBED HEREIN BELOW).

## TRACT X:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NUMBER 6497655, SAID NORTHEAST CORNER BEING 1.47 FEET EAST OF A POINT IN SAID SOUTH LINE OF CERMAK ROAD WHICH IS 120.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497655, A DISTANCE OF 1119.66 FEET TO THE EASTERLY CORNER OF SAID PARCEL, SAID EASTERLY CORNER BEING 13.21 FEET EAST OF THE WEST LINE OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED AUGUST 5, 1904 AS DOCUMENT NUMBER 3575104, (SAID WEST LINE BEING A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF CERMAK ROAD WHICH IS 87.00 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD TO A POINT IN THE NORTH LINE OF OGDEN AVENUE WHICH IS 100.00 FEET WESTERLY OF THE WEST LINE OF SAID RAILROAD, AS MEASURED ON THE NORTH LINE OF SAID OGDEN AVENUE); THENCE SOUTH 12 DEGREES 24 MINUTES 06 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF THE AFORESAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497655, A DISTANCE OF 64.97 FEET TO THE SOUTHERLY CORNER THEREOF, BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NUMBER 6497656 (SAID NORTHERLY CORNER BEING A POINT 1183.70 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 3575104); THENCE SOUTH 13 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497656, A DISTANCE OF 3.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497656, A DISTANCE OF 0.77 FEET TO THE SOUTHEAST CORNER THEREOF, (SAID SOUTHEAST CORNER BEING A POINT 1186.60 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 3575104); THENCE SOUTH 0 DEGREES 40 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 3575104, A DISTANCE OF 3.55 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 25, 1907 AS DOCUMENT NUMBER 4025197; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 4025197, A DISTANCE OF 0.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY

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INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NUMBER 6497655; THENCE SOUTH 12 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497655, A DISTANCE OF 209.18 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497655, A DISTANCE OF 107.66 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ON THE WEST LINE OF A PARCEL OF LAND AS CONVEYED BY THE AFORESAID DEED RECORDED AS DOCUMENT NUMBER 4025197; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL AS CONVEYED BY SAID DEED RECORDED AS DOCUMENT NUMBER 4025197, A DISTANCE OF 3.42 FEET TO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NUMBER 6497656; THENCE SOUTH 3 DEGREES 37 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497656, A DISTANCE OF 94.45 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 10 DEGREES 54 MINUTES 52 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497656, A DISTANCE OF 33.08 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NUMBER 6497655; THENCE SOUTH 12 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 6497655, A DISTANCE OF 79.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NUMBER 19294210; THENCE NORTH 44 DEGREES 31 MINUTES 22 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210, A DISTANCE OF 0.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210, A DISTANCE OF 51.345 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 25 DEGREES 39 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210, A DISTANCE OF 51.35 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210 AND ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NUMBER 19294211 A DISTANCE OF 255.36 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 19 DEGREES 35 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211, A DISTANCE OF 13.71 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211, SAID SOUTHWESTERLY CORNER BEING ALSO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NUMBER 19294210; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210, SAID SOUTHERLY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 19 DEGREES 35 MINUTES 22 SECONDS WEST A DISTANCE OF 78.25 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 289.38 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST A DISTANCE OF 107.29 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST A DISTANCE OF

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86.79 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 50.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294210, BEING ALSO THE NORTHEAST CORNER OF PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NUMBER 19294211; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211; SAID BOUNDARY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 80 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 300.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 45 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 58.14 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 34 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 4.00 FEET; THENCE NORTH 68 DEGREES 47 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 137.44 FEET; THENCE CONTINUING NORTH 71 DEGREES 41 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 75.25 FEET; THENCE SOUTH 18 DEGREES 18 MINUTES 08 SECONDS EAST ALONG A LINE IN SAID PARCEL A DISTANCE OF 6.09 FEET TO A CORNER IN SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211, SAID CORNER BEING IN THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED MAY 25, 1955 AS DOCUMENT NUMBER 16247423; THENCE SOUTH 66 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 16247423, A DISTANCE OF 134.22 FEET TO A CORNER IN SAID PARCEL; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG A LINE IN SAID PARCEL, BEING A LINE PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 16.18 FEET TO A POINT IN THE NORTHWESTERLY LINE OF OGDEN AVENUE PER ORDINANCE ADOPTED SEPTEMBER 8, 1888, SAID POINT BEING 125.43 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE SOUTH 77 DEGREES 49 MINUTES 49 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 85.43 FEET TO A POINT, SAID POINT BEING 40.00 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTHWESTERLY 57.60 FEET ALONG THE ARC OF A CIRCLE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.31 FEET, TANGENT TO THE LAST DESCRIBED LINE, AND WHOSE CHORD OF 50.27 FEET BEARS NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST, TO ITS POINT OF TANGENCY WITH THE EAST LINE OF SOUTH CICERO AVENUE AT A POINT 40.00 FEET NORTH OF SAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 2210.18 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO

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AVENUE, 1653.68 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED: THENCE NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 28.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 130.00 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 01 SECONDS EAST, 37.48 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 176.50 FEET EAST (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, AFORESAID; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID PARALLEL LINE, 480.32 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964, AS DOCUMENT NUMBER 19294211; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211, SAID BOUNDARY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 80 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 136.89 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 45 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 58.14 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 4.00 FEET; THENCE NORTH 58 DEGREES 47 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 137.44 FEET; THENCE CONTINUING NORTH 71 DEGREES 41 MINUTES 52 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 75.25 FEET; THENCE SOUTH 18 DEGREES 18 MINUTES 08 SECONDS EAST ALONG A LINE IN SAID PARCEL A DISTANCE OF 6.09 FEET TO A CORNER IN SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 19294211, SAID CORNER BEING IN THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED MAY 23, 1955 AS DOCUMENT NUMBER 16247423; THENCE SOUTH 66 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 16247423, A DISTANCE OF 134.22 FEET TO A CORNER IN SAID PARCEL; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG A LINE IN SAID PARCEL, BEING A LINE PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 16.18 FEET TO A POINT IN THE NORTHWESTERLY LINE OF OGDEN AVENUE PER ORDINANCE ADOPTED SEPTEMBER 8, 1888, SAID POINT BEING 125.43 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE SOUTH 77 DEGREES 49 MINUTES 49 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 85.43 FEET TO A POINT, SAID POINT BEING 40.00 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTHWESTERLY 57.60 FEET ALONG THE ARC OF A CIRCLE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.31 FEET, TANGENT TO THE LAST DESCRIBED LINE, AND WHOSE CHORD OF 50.27 FEET BEARS NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST, TO ITS POINT OF TANGENCY WITH THE EAST LINE OF SOUTH CICERO AVENUE AT A POINT 40.00 FEET NORTH OF SAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 556.51 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO

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AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 521.30 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 01 SECONDS EAST, 28.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 130.00 FEET; THENCE NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 35.36 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 175.00 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF SOUTH CICERO AVENUE, AFORESAID; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 516.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL LL AS CREATED BY DOCUMENT NO. 27279502, FOR LOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF TWO SEWERS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF OGDEN AVENUE, AT A POINT WHICH IS 177.24 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF SECTION 27, AND RUNNING THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID NORTHWESTERLY LINE OF OGDEN AVENUE, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING FOR HEREINAFTER DESCRIBED STRIP OF LAND; THENCE CONTINUING NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET; THENCE NORTHEASTERLYWARDLY ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF OGDEN AVENUE, A DISTANCE OF 566.49 FEET, TO A POINT WHICH IS 14.25 FEET (MEASURED PERPENDICULARLY) WEST FROM THE CENTER LINE OF VACATED SOUTH KILBOURN AVENUE (SOUTH 45TH AVENUE); THENCE EAST ALONG A LINE PERPENDICULAR TO SAID CENTER LINE OF VACATED SOUTH KILBOURN AVENUE, SAID DISTANCE OF 14.25 FEET; THENCE SOUTH ALONG THE CENTER LINE OF SAID VACATED SOUTH KILBOURN AVENUE, A DISTANCE OF 45.27 FEET;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 39.32 FEET TO A POINT WHICH 37.00 FEET (MEASURED PERPENDICULARLY) WEST FROM AFORESAID CENTER LINE AND 54.00 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF AFOREMENTIONED OGDEN AVENUE; AND THENCE SOUTHWESTWARDLY ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF OGDEN AVENUE, A DISTANCE OF 532.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR THE BENEFIT OF TRACT X FOR VEHICULAR ACCESS ACROSS, TO AND FROM TRACT X AND THE TURNING AND MANEUVERING OF VEHICLES, AS CREATED BY THE

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AGREEMENT MADE BY AND BETWEEN MANUFACTURERS' JUNCTION RAILWAY COMPANY AND AT&T TECHNOLOGIES, INC. DATED MAY 29, 1986 AND RECORDED JUNE 20, 1986 AS DOCUMENT NO. 86,253,835 OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE, BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, AND THE SOUTH LINE OF CERMAK ROAD, BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD; 1176.98 FEET TO A POINT 120.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 0 MINUTES 12 SECONDS WEST (ALONG A LINE WHICH, WHEN EXTENDED, WOULD INTERSECT THE NORTH LINE OF OGDEN AVENUE AT A POINT 100.00 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD) A DISTANCE OF 1190.15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, BEING ALSO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 25, 1907 AS DOCUMENT NO. 4025197; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 0.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 209.18 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 107.66 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ON THE WEST LINE OF A PARCEL OF LAND AS CONVEYED BY THE AFORESAID DEED RECORDED AS DOCUMENT NO. 4025197; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL AS CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 3.42 FEET TO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS' JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656; THENCE SOUTH 3 DEGREES 37 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 94.45 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 10 DEGREES 54 MINUTES 52 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 33.08 FEET TO THE SOUTHERLY CORNER THEREOF; SAID SOUTHERLY CORNER BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 79.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE NORTH 44 DEGREES 31 MINUTES 22 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 0.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 16.45 FEET TO THE NORTHERLY CORNER OF A ROADWAY EASEMENT CONVEYED TO WESTERLY

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ELECTRIC COMPANY INCORPORATED BY GRANT RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294209, THENCE SOUTH 0 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF SAID ROADWAY EASEMENT 58.98 FEET (DEED = 59.20 FEET) TO A POINT OF CURVE ON SAID EAST LINE; THENCE SOUTHEASTERLY 2.25 FEET ALONG THE EASTERLY LINE OF SAID ROADWAY EASEMENT, BEING THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 38.50 FEET AND WHOSE CHORD OF 2.25 FEET BEARS SOUTH 1 DEGREES 40 MINUTES 58 SECONDS EAST TO A POINT; THENCE NORTHEASTERLY 122.85 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 313.99 FEET AND WHOSE CHORD OF 122.06 FEET BEARS NORTH 22 DEGREES 49 MINUTES 53 SECONDS EAST TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY 58.45 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHWEST, TANGENT TO THE LAST DESCRIBED ARC, HAVING A RADIUS OF 370.83 FEET AND WHOSE CHORD OF 58.39 FEET BEARS NORTH 7 DEGREES 06 MINUTES 27 SECONDS EAST TO A POINT; THENCE NORTH 2 DEGREES 35 MINUTES 30 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC, 254.90 FEET; THENCE NORTHEASTERLY 50.49 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHEAST, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 300.94 FEET AND WHOSE CHORD OF 50.44 FEET BEARS NORTH 7 DEGREES 23 MINUTES 55 SECONDS EAST TO A POINT; THENCE NORTH 12 DEGREES 12 MINUTES 20 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC, 54.81 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE AFORESAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 4025197; THENCE NORTH 0 DEGREES 40 MINUTES 12 SECONDS EAST ALONG SAID EAST LINE, 67.67 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ROADWAY PURPOSES, AS CREATED BY GRANT MADE BY MANUFACTURERS' JUNCTION RAILWAY COMPANY TO WESTERN ELECTRIC COMPANY, INCORPORATED DATED OCTOBER 28, 1964 AND RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294209 OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERLY LINE OF OGDEN AVENUE AND WEST OF THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD AND COMMENCING AT THE INTERSECTION OF THE NORTH AND SOUTH CENTERLINE OF THE NORTHWEST 1/4 OF SECTION 27, AFORESAID; AND THE AFORESAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE SOUTHWESTERLY ALONG THE AFORESAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 54.70 FEET TO A POINT; THENCE NORTHERLY ALONG A STRAIGHT LINE, SAID LINE BEING THE WEST LEASE LINE BETWEEN THE MANUFACTURERS' JUNCTION RAILWAY COMPANY AND THE CHICAGO AND WESTERN INDIANA RAILROAD, HAVING A DEFLECTION ANGLE OF 113 DEGREES 55 MINUTES 30 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, A DISTANCE OF 0.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 20.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 100 DEGREES 19 MINUTES 10 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 15.82 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 163.28 FEET AND WHOSE CHORD, HAVING A LENGTH OF 38.68 FEET, MAKES AN ANGLE OF 6 DEGREES 48 MINUTES 10 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 38.77 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 6

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DEGREES 48 MINUTES 10 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 15.095 FEET TO A POINT THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 146.92 FEET AND WHOSE CHORD, HAVING A LENGTH OF 57.62 FEET, MAKES AN ANGLE OF 11 DEGREES 18 MINUTES 27.5 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 57.99 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 46.92 FEET AND WHOSE CHORD HAVING A LENGTH OF 18.16 FEET, MAKES AN ANGLE OF 22 DEGREES 28 MINUTES 05 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 18.28 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 8.74 FEET AND WHOSE CHORD, HAVING A LENGTH OF 16.15 FEET, MAKES AN ANGLE OF 78 DEGREES 41 MINUTES 32.5 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 20.61 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 67 DEGREES 31 MINUTES 55 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 154.07 FEET TO A POINT; THENCE NORTHERLY ALONG A STRAIGHT LINE, SAID LINE BEING THE WEST LEASE LINE BETWEEN THE MANUFACTURERS' JUNCTION RAILWAY COMPANY AND THE CHICAGO AND WESTERN INDIANA RAILROAD, HAVING A DEFLECTION ANGLE OF 66 DEGREES 04 MINUTES 30 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 23.52 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING ALONG THE FACE OF THE EXISTING ABUTMENT, HAVING A DEFLECTION ANGLE OF 113 DEGREES 55 MINUTES 30 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 39.18 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING ALONG THE FACE OF THE EXISTING ABUTMENT, HAVING A DEFLECTION ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.50 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 40 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 84.56 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 31.50 FEET AND WHOSE CHORD, HAVING A LENGTH OF 64.53 FEET, MAKES AN ANGLE OF 56 DEGREES 56 MINUTES 22.5 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 76.52 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 56 DEGREES 56 MINUTES 22.5 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 59.20 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING THE NEW PROPERTY LINE, HAVING A DEFLECTION ANGLE OF 162 DEGREES 39 MINUTES 25 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 35.25 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING THE NEW PROPERTY LINE, HAVING A DEFLECTION ANGLE OF 8 DEGREES 20 MINUTES 40 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 31.69 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, SAID LINE BEING THE EXISTING EASEMENT LINE FOR ROADWAY, HAVING A DEFLECTION ANGLE OF 90 DEGREES 26 MINUTES 00 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 91.18 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 61.50 FEET, SAID ARC BEING THE EXISTING EASEMENT LINE FOR ROADWAY, AND WHOSE CHORD, HAVING A LENGTH OF 54.88 FEET, MAKES AN ANGLE OF 26 DEGREES 30 MINUTES 02 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 56.90 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 135 DEGREES 51 MINUTES 52 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST

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DESCRIBED CHORD, A DISTANCE OF 49.91 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 63.83 FEET AND WHOSE CHORD, HAVING A LENGTH OF 18.21 FEET, MAKES AN ANGLE OF 38 DEGREES 28 MINUTES 05 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 18.28 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 103.34 FEET AND WHOSE CHORD, HAVING A LENGTH OF 35.95 FEET, MAKES AN ANGLE OF 18 DEGREES 13 MINUTES 12 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 36.14 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 10 DEGREES 01 MINUTES 03 SECONDS TO THE LEFT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 45.08 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 146.95 FEET AND WHOSE CHORD, HAVING A LENGTH OF 31.57 FEET, MAKES AN ANGLE OF 6 DEGREES 10 MINUTES 00 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 31.63 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE HAVING A DEFLECTION ANGLE OF 6 DEGREES 10 MINUTES 00 SECONDS TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED CHORD, A DISTANCE OF 14.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

EASEMENT (NOT OF RECORD) FOR THE BENEFIT OF PARCEL 1 FOR ROADWAY PURPOSES TO PROVIDE ACCESS BETWEEN THE EAST LINE OF THE SOUTHERN ROADWAY EASEMENT CREATED BY DOCUMENT NUMBER 19294209 DESCRIBED IN PARCEL 4 ABOVE AND THE NORTHERLY LINE OF OGDEN AVENUE. SAID EASEMENT IS LOCATED IN THE TRIANGULAR ROADWAY AREA SHOWN ON PLAT OF SURVEY NUMBER Z-110658 DATED JUNE 10, 1986 BY NATIONAL SURVEY SERVICE, INC., LYING BETWEEN PARCEL 4 AND OGDEN AVENUE, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 (FOR A TERM OF 99 YEARS FROM NOVEMBER 23, 1942 AND TERMINABLE UPON SIX MONTH'S PRIOR NOTICE) FOR ROADWAY AS CREATED BY THE AGREEMENT MADE BY AND BETWEEN MANUFACTURERS' JUNCTION RAILWAY COMPANY AND WESTERN ELECTRIC COMPANY, INCORPORATED, DATED DECEMBER 9, 1942 AND RECORDED JULY 15, 1943 AS DOCUMENT NUMBER 13107924 AND AS RE-ESTABLISHED BY THE MUTUAL GRANT OF EASEMENTS MADE BY AND BETWEEN MANUFACTURERS' JUNCTION RAILWAY COMPANY AND AT&T TECHNOLOGIES, INC., DATED MAY 29, 1986 AND RECORDED JUNE 20, 1986 AS DOCUMENT NUMBER 86,253,833 ON A STRIP OF LAND, BEING 23 FEET WIDE, 11.5 FEET ON EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF OGDEN AVENUE 309.93 FEET SOUTHWEST OF THE INTERSECTION OF THE NORTH AND SOUTH CENTERLINE OF THE WEST 1/2 OF SECTION 27, AND THE NORTHERLY LINE OF OGDEN AVENUE, AND MEASURED ALONG THE NORTHERLY LINE OF OGDEN AVENUE; THENCE NORTHEASTERLY ALONG A LINE FORMING A NORTHEAST ANGLE OF 21 DEGREES 11 MINUTES WITH THE NORTHERLY LINE OF OGDEN AVENUE A DISTANCE OF 56.1 FEET, TO A POINT OF TANGENCY ON A CURVE, SAID CURVE BEING CONVEX TO THE EAST AND HAVING A RADIUS OF 50 FEET; THENCE NORTHERLY ALONG SAID CURVE, TANGENT TO THE LAST DESCRIBED COURSE, 52.08 FEET THROUGH AN ARC HAVING A CONTROL ANGLE OF 59 DEGREES 41 MINUTES, TO A POINT OF TANGENCY, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, 123.6 FEET TO THE SOUTHERN BOUNDARY OF PARCEL 3 IN DOCUMENT NUMBER

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13,107,924.

ALSO THAT TRIANGULAR PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF OGDEN AVENUE 237.93 FEET  
SOUTHWEST OF THE INTERSECTION OF THE NORTH AND SOUTH CENTERLINE OF THE WEST  
1/2 OF SECTION 27, AND THE NORTHERLY LINE OF OGDEN AVENUE, AND MEASURED ALONG  
THAT LINE; THENCE NORTHWESTERLY ALONG A LINE FORMING A NORTHWEST ANGLE OF 44  
DEGREES, 50 MINUTES, WITH THE NORTHERLY LINE OF OGDEN AVENUE A DISTANCE OF  
15.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONVEX TO THE SOUTHEAST AND  
HAVING A RADIUS OF 61.5 FEET, SAID CURVE BEING CONCENTRIC WITH THE CURVE  
DESCRIBED AS A PART OF THE CENTER LINE IN THE STRIP OF LAND PREVIOUSLY  
DESCRIBED; THENCE SOUTHWESTERLY ALONG SAID CURVE 4.54 FEET TO A POINT OF  
TANGENCY; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST  
DESCRIBED COURSE 26.44 FEET TO THE NORTHERLY LINE OF OGDEN AVENUE; THE LAST  
TWO COURSE FORMING A PORTION OF THE SOUTHEAST BOUNDING LINE 11.5 FEET FROM AND  
NORMAL TO THE CENTERLINE OF THE STRIP OF LAND PREVIOUSLY DESCRIBED; THENCE  
NORTHEASTERLY ALONG THE NORTHERLY LINE OF OGDEN AVENUE AND FORMING A NORTHEAST  
ANGLE OF 21 DEGREES, 11 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF  
40.19 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

RIGHT OR LICENSE FOR THE BENEFIT OF PARCEL 7 TO USE A CERTAIN SUBWAY NEAR OGDEN  
AVENUE TO CONSTRUCT AND MAINTAIN TRACK AND OPERATE CARS THEREON AND TO USE  
SAID SUBWAY AND THE SUBWAY NEAREST TWENTY-SECOND STREET FOR PURPOSES OF PASSAGE  
FOR AND BY MEN, WAGONS, ETC., AS GRANTED IN THE UNRECORDED AGREEMENT MADE  
BETWEEN CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, THE BELT RAILWAY COMPANY  
OF CHICAGO AND WESTERN ELECTRIC COMPANY DATED MARCH 7, 1903; AS RESERVED TO  
WESTERN ELECTRIC COMPANY IN ITS UNRECORDED AGREEMENT WITH MANUFACTURER'S  
JUNCTION RAILWAY COMPANY DATED APRIL 28, 1904; AS THE MARCH 7, 1903 AGREEMENT  
WAS REINSTATED, RATIFIED AND CONFIRMED BY THE MUTUAL GRANT OF EASEMENTS MADE BY  
AND BETWEEN MANUFACTURERS' JUNCTION RAILWAY COMPANY AND AT&T TECHNOLOGIES,  
INC., DATED MAY 29, 1986 AND RECORDED JUNE 20, 1986 AS DOCUMENT NUMBER  
86,253,833; AND AS THE APRIL 28, 1904 AGREEMENT WAS RATIFIED AND CONFIRMED BY  
THE RELEASE, CANCELLATION AND TERMINATION OF AGREEMENTS REGARDING REAL ESTATE  
MADE BY AND BETWEEN MANUFACTURERS' JUNCTION RAILWAY COMPANY AND AT&T  
TECHNOLOGIES, INC., DATED MAY 29, 1986 AND RECORDED JUNE 20, 1986 AS DOCUMENT  
NUMBER 86,253,834, IN COOK COUNTY, ILLINOIS.

SAID SUBWAY IS AS SHOWN ON PLAT OF SURVEY NO. N-112479 DATED NOVEMBER 11, 1987  
AND REVISED TO JANUARY 4, 1990 MADE BY NATIONAL SURVEY SERVICE, INC.

THE COMPANY HEREBY INSURES THE INSURED AGAINST ANY LOSS OR DAMAGE RESULTING  
FROM THE INSURED'S INABILITY TO USE THE SOUTHERN SUBWAY AS SET FORTH IN THAT  
CERTAIN AGREEMENT DATED MARCH 7, 1903 MADE BY AND BETWEEN CHICAGO AND WESTERN  
INDIANA RAILROAD COMPANY, THE BELT RAILWAY COMPANY OF CHICAGO AND WESTERN  
ELECTRIC COMPANY ("AGREEMENT") FOR VEHICULAR TRAFFIC SUBJECT HOWEVER TO THE  
USE RESTRICTIONS AS SET FORTH IN THE AFOREMENTIONED AGREEMENT.

NOTHING HEREIN SHOULD BE CONSTRUED AS INSURING THAT THE RIGHT OR LICENSE  
REFERRED TO WOULD NOT BE TERMINABLE DUE TO, AMONG OTHER THINGS, THAT IT IS NOT

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ASSIGNABLE OR ASSUMABLE OR THAT IT IS CONDITIONED UPON CERTAIN USES BEING MADE OF THE LAND.

## PARCEL 8:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, OPERATION, ETC. OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO AS CREATED BY THE DECLARATION OF GAS LINES EASEMENTS AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NUMBER 89-432,628 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 102624-00, AND SAID BANK, TRUST NUMBER 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90-033,064 OVER CERTAIN PREMISES LYING NORTHERLY OF AND ADJOINING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBITS 4 AND 5 TO SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 TO INSTALL, OPERATE, ETC, WATER LINES (THE CM LINES) LOCATED ON PARCEL 1 AND CONNECT SAME TO A WATER LINE (THE RETAIL LINES) LOCATED ON CERTAIN PREMISES LYING NORTHERLY OF AND ADJOINING PARCEL 1 AS CREATED BY THE WATER LINE EASEMENT AGREEMENT AND CONSENTS RECORDED NOVEMBER 9, 1989 AS DOCUMENT NUMBER 89-534-482, FIRST AMENDMENT RECORDED JANUARY 22, 1990 AS DOCUMENT NUMBER 90032066, THOSE PORTIONS OF THE CM LINES WHICH ARE (I) LOCATED ON PARCEL 1 AS DESCRIBED IN EXHIBITS 5 AND 6 AND (II) LOCATED ON THE ADJOINING PREMISES AS DESCRIBED IN EXHIBITS 7, 8 AND 9 THERETO. THE RETAIL LINE IS DESCRIBED IN EXHIBIT 3 THERETO. ALL OF THE AFORESAID ARE DEPICTED ON EXHIBIT 4 TO SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR ACCESS AS CREATED BY THE DECLARATION OF ACCESS EASEMENTS RECORDED JANUARY 22, 1990 AS DOCUMENT NUMBER 90-032,067 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 67628, AND SAID BANK, TRUST NUMBER 102624-00, OVER CERTAIN PREMISES LYING ADJACENT TO PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT C TO SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

LOT 1 IN HAWTHORNE WORKS FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1989 AS DOCUMENT NUMBER 89-233471.

## PARCEL 12:

EASEMENT FOR THE BENEFIT OF PARCEL 11, AS CREATED BY DOCUMENT NUMBER 27279504, FOR LOCATION, MAINTENANCE, IMPROVEMENT, REPAIR AND REPLACEMENT OF THE UNDERGROUND 12 KV ELECTRIC SERVICE LINE OR INSTALLING A LINE OF DIFFERENT CAPACITY AND FOR ACCESS THERETO, ACROSS THE FOLLOWING DESCRIBED PROPERTY:



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A STRIP OF LAND IN THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 916.25 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 AND 81.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, AND RUNNING THENCE EAST ALONG A STRAIGHT LINE, HAVING AS ITS EASTERLY TERMINUS A POINT WHICH IS 914.04 (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27 AND 347.31 FEET (MEASURED PERPENDICULARLY) WEST FROM THE WEST LINE OF KENNETH AVENUE (66.00 FEET WIDE), A DISTANCE OF 121.75 FEET TO THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED STRIP OF LAND; THENCE CONTINUING EAST ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 3.00 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, A DISTANCE OF 214.15 FEET, TO A POINT ON THE NORTH FACE OF THE CONCRETE WALL OF AN UNDERGROUND VAULT, SAID POINT BEING 3.00 FEET EAST OF THE NORTHWEST CORNER OF SAID VAULT; THENCE EAST A DISTANCE OF 3.10 FEET; THENCE SOUTH A DISTANCE OF 8.67 FEET TO THE SOUTHEAST CORNER OF SAID VAULT, WHICH IS LOCATED ON THE NORTH FACE OF A CONCRETE WALL TO AN EXISTING TUNNEL; THENCE WEST ALONG THE NORTH FACE OF SAID TUNNEL WALL, A DISTANCE OF 2.50 FEET; THENCE SOUTH A DISTANCE OF 2.00 FEET; THENCE WEST ALONG A STRAIGHT LINE PARALLEL WITH SAID TUNNEL WALL, A DISTANCE OF 124.97 FEET, TO A POINT WHICH IS 81.73 FEET EAST (MEASURED PERPENDICULARLY) FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 2.00 FEET TO A POINT ON THE AFORESAID NORTH FACE OF THE TUNNEL WALL, WHICH POINT IS 81.72 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4; THENCE EAST ALONG THE NORTH FACE OF SAID TUNNEL WALL, A DISTANCE OF 117.82 FEET TO THE WESTERLY FACE OF THE CONCRETE WALL OF THE AFOREMENTIONED UNDERGROUND VAULT; THENCE NORTHEASTWARDLY ALONG SAID WESTERLY FACE, A DISTANCE OF 9.35 FEET TO THE NORTHWEST CORNER OF SAID VAULT, AND THENCE NORTH ON A STRAIGHT LINE, A DISTANCE OF 214.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

EASEMENT FOR THE BENEFIT OF PARCEL 11, AS CREATED BY DOCUMENT NUMBER 2727/504, FOR ACCESS TO THE VALVE FOR A FIRE PROTECTION WATER LINE ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A RECTANGULAR SEGMENT OF LAND IN THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 916.25 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 AND 81.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, AND RUNNING THENCE EAST ALONG A STRAIGHT LINE, HAVING AS ITS EASTERLY TERMINUS A POINT WHICH IS 914.04 FEET (MEASURED PERPENDICULARLY) SOUTH FROM NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27 AND 347.31 FEET (MEASURED PERPENDICULARLY) WEST FROM THE WEST LINE OF KENNETH AVENUE (66.00

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FEET WIDE) A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING FOR THE  
HEREINAFTER RECTANGULAR SEGMENT OF LAND; THENCE CONTINUING EAST ALONG SAID  
LAST DESCRIBED LINE, A DISTANCE OF 10.00 FEET; THENCE ALONG LINES WHICH ARE  
PERPENDICULAR TO OR PARALLEL WITH SAID LAST DESCRIBED LINE, RESPECTIVELY, THE  
FOLLOWING COURSES AND DISTANCES: SOUTH, A DISTANCE OF 8.00 FEET; WEST, A  
DISTANCE OF 10.00 FEET, AND THENCE NORTH, A DISTANCE OF 8.00 FEET TO THE POINT  
OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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