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COOK COUNTY RECORDER

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FIFTH SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Fifth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of November 21, 1996 (this "Supplement"), from National-Louis University (formerly known as National College of Education), an Illinois not for profit corporation with its principal place of business at 2840 Sheridan Road, Evanston, Illinois 60201 (hereinafter referred to as "Mortgagor"), to Harris Trust and Savings Bank, an Illinois banking corporation with its principal place of business at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 1, 1989 and recorded with (i) the DuPage County, Illinois Recorder's Office on January 9, 1990, as Document No. R90-004154 and (ii) the Cook County, Illinois Recorder of Deeds Office on January 8, 1990, as Document No. 90011025, as supplemented and amended by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents between Mortgagor and Mortgagee dated as of January 1, 1993 and recorded with (a) the DuPage County, Illinois Recorder's Office on January 21, 1993 as No. R93-013709 and (b) the Cook County, Illinois Recorder of Deeds on August 25, 1993 as Document No. 93673097, and as further supplemented and amended by that certain Second Supplement to Mortgage and Security Agreement dated as of July 22, 1993 and recorded with (x) the DuPage County, Illinois Recorder's Office on August 17, 1993 as Document No. R93 183805 and (y) the Cook County, Illinois Recorder of Deeds on August 17 1993 as Document No. 93647791, and as further supplemented and amended by that certain Third Supplement to Mortgage and Security Agreement dated as of August 1, 1993 and recorded

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with (aa) the DuPage County, Illinois Recorder's Office on October 1, 1993 as Document No. R93 223106 and (bb) the Cook County, Illinois Recorder of Deeds on October 4, 1993 as Document No. 93790095, and as further supplemented and amended by that certain Fourth Supplement to Mortgage and Security Agreement dated as of April 21, 1995 and recorded with (xx) the DuPage County, Illinois Recorder's Office on May 5, 1995 as Document No. R95 054537 and (yy) the Cook County, Illinois Recorder of Deeds on May 3, 1995 as Document No. 95292218 (such Mortgage and Security Agreement with Assignment of Rents as so supplemented and amended being hereinafter referred to as the "Mortgage"); and

WHEREAS, Mortgagee has issued for the account of Mortgagor its irrevocable transferable letter of credit which letter of credit is in the current stated amount of \$18,709,179 (such letter of credit, as heretofore and hereafter amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "First Letter of Credit") pursuant to that certain Letter of Credit Agreement dated as of December 1, 1989 (such Letter of Credit Agreement as heretofore amended and as the same may from time to time be further modified, supplemented or amended being hereinafter referred to as, the "First Credit Agreement"), between Mortgagor and Mortgagee, which First Letter of Credit was issued to secure \$17,900,000 aggregate outstanding principal amount of Convertible Variable Rate Demand Revenue Bonds, National College of Education, Series 1989 of the Illinois Educational Facilities Authority which Bonds mature on May 1, 2020; and

WHEREAS, the expiration date of the Letter of Credit was initially December 15, 1992, has been extended to December 15, 1997, and may be extended to May 15, 2020; and

WHEREAS, Mortgagor and Mortgagee have executed and delivered a Floating Rate Loan Procedures Letter dated July 22, 1993 (the "First Line Agreement") pursuant to which the Mortgagee agreed to extend credit to the Mortgagor from time to time in accordance with the terms thereof, and Mortgagor agrees to repay all amounts borrowed thereunder, and to pay all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee thereunder as evidenced by that certain Secured Demand Note dated July 22, 1993, in the original principal amount of \$2,500,000.00; and

WHEREAS, Mortgagee has issued for the account of Mortgagor its irrevocable transferable letter of credit which letter of credit is in the original stated amount of \$7,642,500 for the account of Mortgagor (such letter of credit, as hereafter amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "Second Letter of Credit"; the First Letter of Credit and the Second Letter of Credit being hereinafter referred to as the "Letters of Credit") pursuant to that certain Letter of Credit Agreement dated as of August 1, 1993 (the "Second Credit Agreement"; the First Credit Agreement and the Second Credit Agreement being hereinafter referred to as the "Credit Agreements"), between Mortgagor and Mortgagee, which Second Letter of Credit has been issued to secure \$7,500,000 aggregate principal amount of Adjustable Demand Revenue Bonds, National-Louis University, Series

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1993 of the Illinois Educational Facilities Authority which Bonds mature on May 1, 2022; and

WHEREAS, the expiration date of the Second Letter of Credit is initially August 24, 1996, has been extended to December 15, 1997, and may be extended to May 15, 2022; and

WHEREAS, under the terms of both the First Credit Agreement and the Second Credit Agreement, Mortgagor is justly and truly obligated to reimburse Mortgagee for any drafts drawn under the First Letter of Credit and the Second Letter of Credit, as the case may be, and to pay to Mortgagee all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee under the respective Credit Agreements (hereinafter referred to collectively as the "*Reimbursement Obligations*"); and

WHEREAS, Mortgagor has concurrently herewith executed and delivered to Mortgagee that certain Secured Demand Note dated as of November 21, 1996 (the "*Secured Demand Note*"), evidencing indebtedness of Mortgagor to Mortgagee in the principal sum of \$1,500,000.00 together with interest thereon as set forth in such Secured Demand Note; and

WHEREAS, under the terms of both the First Line Agreement and the Secured Demand Note (the First Line Agreement and the Secured Demand Note being hereinafter referred to as the "*Line Agreements*"), Mortgagor agrees to repay all amounts borrowed thereunder, and to pay all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee under the respective Line Agreements (hereinafter referred to collectively as the "*Line Obligations*"); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to secure the additional obligations of the Mortgagor to Mortgagee pursuant to the Secured Demand Note; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure (i) the payment of all principal of and interest on the Reimbursement Obligations and the Line Obligations as and when the same become due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and (iii) the observance and performance of all covenants and agreements contained herein, in the Credit Agreements, in the Line Agreements, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby warrant that Mortgagor is the record owner of

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the property described in Schedule I attached hereto and does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge to Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V and VI below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

GRANTING CLAUSE I

That certain real estate lying and being in the Counties of Cook and DuPage and in the State of Illinois, more particularly described in Schedule I attached hereto and made a part hereof

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire protection and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner (but excluding any such property owned by tenants on the real estate); it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of the Mortgage as amended and supplemented hereby to be real estate and covered by the Mortgage as amended and supplemented hereby; and as to the balance of the property aforesaid, the Mortgage as amended and supplemented hereby is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

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GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any way appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale) together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon the Mortgagee. By acceptance of the Mortgage as amended and supplemented hereby, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until a default (and the expiration of any applicable notice and cure periods) under the Mortgage as amended and supplemented hereby shall occur giving Mortgagee the right to foreclose the Mortgage as so amended and supplemented, Mortgagor may collect, receive (but not more than 30 days in advance except when a lease termination is negotiated between a tenant and Mortgagor and such tenant pays the Mortgagor a stipulated sum for such termination) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property of any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

GRANTING CLAUSE V

All property and rights, if any, subject to the lien of the Mortgage but not otherwise described above, the granting clauses of the Mortgage being hereby incorporated herein to the same extent and with the same force and effect as if fully set forth herein, and all

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property and rights, if any, which are by the express provisions of the Mortgage as amended and supplemented by this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien of the Mortgage as amended and supplemented by this instrument by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto the Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Reimbursement Obligations and the Line Obligations and all sums from time to time advanced thereon shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then the Mortgage as amended and supplemented by this instrument and the estate and rights thereby granted shall cease, determine and be void and the Mortgage as amended and supplemented by this instrument shall be released by the Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

The foregoing granting clauses are in addition to and supplemental of and not in substitution for the granting clauses contained in the Mortgage. Nothing herein contained shall in any manner affect or impair the priority of the lien of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. The Mortgagor hereby represents and warrants to the Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default as defined in the Mortgage as amended and supplemented hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and warranties contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as amended and supplemented hereby. Without limiting the foregoing, the Mortgagor hereby repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as amended and supplemented hereby will be promptly paid as and when the same become due and payable.

2. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent

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specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as amended and supplemented hereby and to all of the properties, rights, interests and privileges subject to the lien thereof as amended and supplemented hereby.

3. No reference to this Supplement need be made in any note, instrument or document at any time referring to the Mortgage, any reference in any of such to the Mortgage to be deemed a reference to the Mortgage as amended and supplemented hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as amended and supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as amended and supplemented hereby shall have the same meanings in the Mortgage as amended and supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to "*indebtedness hereby secured*" shall mean all indebtedness, obligations and liabilities secured by the Mortgage as amended and supplemented hereby; and all references in the Mortgage to "*Mortgaged Premises*" shall be deemed collective references to all of the properties, real, personal and mixed, conveyed, mortgaged and pledged or assigned by the Mortgage as amended and supplemented hereby.

4. The Mortgagor acknowledges and agrees that the Mortgage as amended and supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage as amended and supplemented hereby for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof (i) all rights and remedies of the Mortgagee under the Mortgage, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby, are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of the Mortgagee, and the obligations of the Mortgagor to the Mortgagee, which exist under the Mortgage as amended and supplemented hereby.

5. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured, contained in the Mortgage as amended and supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.


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IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed the day and year first above written.


NATIONAL-LOUIS UNIVERSITY

By 
Its Executive Vice President

Lon D. Randall
Type or Print Name

Acknowledged and agreed to as of
the date first above written.

HARRIS TRUST AND SAVINGS BANK

By 
Its Vice President

Richard J. Kress
TYPE OR PRINT NAME

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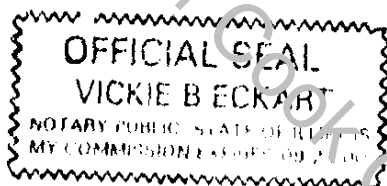
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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Vickie B. Eckart, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lon D. Randall of National-Louis University, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Executive VP appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of November, 1996.



Vickie Eckart
Notary Public

My commission expires:

09-21-00

Vickie B. Eckart

[Type or print name]

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LOT 6 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION
OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN.

P.I.N NUMBERS: 03-14-403
03-14-031
03-14-032
03-14-037
03-14-038
03-14-039
03-14-040
03-14-041

PROPERTY ADDRESS: CAPITAL DRIVE, WHEELING, ILLINOIS

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03-14-039

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PARCEL 1:

LOTS 1, 2, 3 AND 4 IN ARTHUR DUNAS' SHERIDAN ROAD SUBDIVISION OF PART OF LOT 33 IN BAXTER'S SUBDIVISION OF PART OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

LOTS 1, 2, 3 AND 4 IN EVANSTON GOLF SUBDIVISION, A SUBDIVISION OF PART OF LOT 34 IN BAXTER'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION AND THAT PART OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION LYING EAST OF THE SANITARY DISTRICT RIGHT OF WAY IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO KNOWN AS

LOT "A" IN NATIONAL COLLEGE OF EDUCATION CONSOLIDATION OF SAID LOTS

PARCEL 2:

THAT PART OF THE NORTH 2.63 ACRES OF LOT 33 LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, IN THE SUBDIVISION OF BAXTER'S SHARE OF THE SOUTH SECTION OF OUILMETTE RESERVATION, BEING IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 5 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION BY W. J. LITTLEJOHN OF LOT 32 AND PART OF LOT 31 IN THE SUBDIVISION OF BAXTER'S SHARE OF THE SOUTH SECTION OF OUILMETTE RESERVATION AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 1 IN ARTHUR DUNAS' SHERIDAN ROAD SUBDIVISION OF PART OF LOT 33 AFORESAID; THENCE NORTH ALONG THE EAST LINE OF LOTS 5 AND 6 AND ITS SOUTHERLY EXTENSION IN THE SUBDIVISION BY W. J. LITTLEJOHN AFORESAID, A DISTANCE OF 166.50 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF ARTHUR DUNAS' SHERIDAN ROAD SUBDIVISION AFORESAID, A DISTANCE OF 247.0 FEET; THENCE NORTH AT RIGHT ANGLES 7.0 FEET; THENCE WEST AT RIGHT ANGLES 58.0 FEET; THENCE NORTH AT RIGHT ANGLES 63.00 FEET; THENCE WEST AT RIGHT ANGLES 151.00 FEET; THENCE SOUTH PERPENDICULARLY TO THE NORTH LINE OF ARTHUR DUNAS' SHERIDAN ROAD SUBDIVISION AFORESAID 228.42 FEET TO A POINT ON THE NORTH LINE OF EASEMENT FOR PUBLIC UTILITIES PER DOCUMENT NUMBER 19377466, RECORDED FEBRUARY 8, 1965 THENCE EAST ALONG SAID NORTH LINE OF EASEMENT TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF GARRISON AVENUE, THENCE SOUTH 2 FEET ALONG SAID EXTENDED LINE TO A POINT ON THE NORTH LINE OF GARRISON AVENUE AS DEDICATED PER SAID DOCUMENT NUMBER 19377466, THENCE EAST ALONG SAID NORTH LINE OF DEDICATED GARRISON AVENUE 66 FEET TO THE EAST LINE OF SAID GARRISON AVENUE, THENCE SOUTH ALONG SAID EAST LINE OF GARRISON AVENUE 6.00 FEET TO A POINT ON THE NORTH LINE OF ARTHUR DUNAS' SHERIDAN ROAD SUBDIVISION AFORESAID, THENCE EAST ALONG SAID NORTH LINE 286.37 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

- P.I.N. 05-35-307-020
- 05-35-307-021
- 05-35-307-022
- 05-35-307-023
- 05-35-308-023
- 05-35-309-015
- 05-35-309-020
- 05-35-309-021

Premise Address: 2808 Sheridan Road, Evanston, Illinois;
2840 Sheridan Road, Evanston, Illinois; and

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SCHEDULE I LEGAL DESCRIPTION

PARCEL "A": ALL THAT PROPERTY DESCRIBED AS THE COURTHOUSE BLOCK IN WARREN L. WHEATON'S 2ND ADDITION TO WHEATON IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1869 AS DOCUMENT NO. 11488.

PERMANENT INDEX NUMBER: 05 16 318 001

PARCEL "C": LOT 1 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: : BEGINNING AT THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, 50 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 1, 100 FEET; THENCE NORTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 75.29 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF LOT 1, 105.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING) IN BURCKAL'S ASSMT PLAT OF PART OF BLOCK 1 IN WARREN L. WHEATON'S SECOND ADDITION TO WHEATON, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BURCKAL'S ASSMT PLAT RECORDED MARCH 4, 1933 AS DOCUMENT 334382, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 05 16 319 002

PARCEL "D": ALL THAT PART OF BLOCK 2 LYING EAST OF A STRAIGHT LINE DRAWN ACROSS SAID BLOCK AT A RIGHT ANGLE WITH THE SOUTH LINE THEREOF THROUGH A POINT ON SAID SOUTH LINE, THAT IS 77.2 FEET WEST, MEASURED ON SAID SOUTH LINE, OF THE SOUTHEAST CORNER OF SAID BLOCK 2 AND LYING SOUTHERLY OF THE PREMISES CONVEYED TO THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY BY DEED RECORDED APRIL 20, 1901 AS DOCUMENT 73859, IN WARREN L. WHEATON'S SECOND ADDITION TO WHEATON, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1869 AS DOCUMENT 11488, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 05 16 312 002

Property Address: 209 East Liberty Drive, Wheaton, Illinois
201-207 South Reber Street, Wheaton, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12 day of February, 1996, before me, a notary public in and for said county personally appeared Richard J. Kress, a vice president of Harris Trust and Savings Bank, an Illinois banking corporation, to me personally known, who being by me duly sworn, did say that he is the Vice President of said bank, that the seal affixed to said instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its board of directors and the Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said bank by it voluntarily executed.

(SEAL)

My commission expires:

Celia Carey Kort
Notary Public

Celia Carey Kort
[Type or print name]

~~~~~  
"OFFICIAL SEAL"  
Celia Carey Kort  
Notary Public, State of Illinois  
My Commission Expires 01/03/98  
~~~~~

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01/03/98

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