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LNMODIF3.MOD

THIRD MODIFICATION OF MORTGAGE NOTE, MORTGAGE AND RELATED SECURITY DOCUMENTS

PREPARED BY AND MAIL TO:
JOHN M. KENNELLY
KENNELLY & ASSOCIATES
1010 LAKE STREET
SUITE 209
OAK PARK, IL 60301

DEPT-01 RECORDING

\$49.00

T:0012 TRAN 0557 05/13/96 15:30:00

\$2095 + CG *-96-361462

COOK COUNTY RECORDER

NAME & ADDRESS OF
BORROWER
PIONEER BANK & TRUST
COMPANY AS TRUSTEE
UNDER TRUST NO. 23532
8383 WEST BELMONT
RIVER GROVE, IL 60171

The above space for recorder's use only

This Third Modification of Mortgage Note, Mortgage and Related Security Documents (hereinafter referred to as "Agreement") is made as of April 3, 1996 among Pioneer Bank & Trust Company not personally but solely as Trustee under Trust Agreement dated May 18, 1983 and known as Trust No. 23532 (the "Trust") with a mailing address at 8383 West Belmont, River Grove, IL 60171 (hereinafter referred to as "Borrower"), Louis Pacini and Lois Pacini, individuals residing in the State of Illinois (hereinafter referred to as the "Beneficiaries"), with a mailing address at 1278 West Lake St. Roselle, Illinois 60172, and Pioneer Bank & Trust Company, an Illinois corporation ("Lender") with a mailing address at 4000 West North Avenue, Chicago, Illinois 60632.

WHEREAS, Borrower has executed and delivered to Lender a Mortgage Note dated as of March 5, 1987 wherein Borrower promises to pay to the order of Lender the principal sum of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) in repayment of a loan (the "Loan") from Lender to Borrower in like amount, or so much thereof as may have been disbursed by Lender under the Note and not repaid by Borrower, together with interest thereon, in installments as set forth therein (hereinafter referred to as the "Note").

WHEREAS, the Note is secured by a Mortgage of even date with the Note made by Borrower, as mortgagor, to Lender, as mortgagee, recorded with the Office of the Recorder of Deeds for Cook County, Illinois (the "Recorder's Office") on March 11, 1987 (the "Recording Date") as Document No. 87132211 (the "Mortgage") and relates to the property (the "Mortgaged Property") legally described on Exhibit A, which is attached hereto and made a part hereof.

BOX 333-CTI

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WHEREAS, the Note is additionally secured by an Assignment of Rents dated of even date with the Note made by Borrower, Beneficiaries, as assignors, to Lender, as assignee, recorded in the Recorder's Office on the Recording Date as Document No. 87132212 (the "Assignment of Rents").

WHEREAS, the Note is additionally secured by a Security Agreement of even date with the Note made by Borrower and the Beneficiaries, as debtors, to Lender, as secured party (the "Security Agreement"), which Security Agreement is evidenced by that certain UCC Financing Statement made by Borrower, as debtor, to Lender, as secured party, filed in the Recorder's Office on the Recording Date as Filing No. 87U6295, that certain UCC Financing Statement made by the Beneficiaries, as debtors, to Lender, as secured party, filed with the Recorder of Deeds of Cook County, Illinois on the Recording date as Filing No. 87U6295, and that certain UCC Financing Statement made by Beneficiaries, as debtors, to Lender, as secured party, filed in the Office of the Illinois Secretary of State on March 10, 1987 as Filing No. 2253361 (collectively hereinafter referred to as the "Financing Statements").

WHEREAS, the Note is additionally secured by an Assignment of Beneficial Interest dated of even date with the Note made by the Beneficiaries, as assignors, to Lender, as assignee, which was acknowledged by Borrower on March 5, 1987 (the "Assignment of Beneficial Interest").

WHEREAS, the Note is additionally secured by a Guaranty of Repayment of even date with the Note made by the Beneficiaries to Lender (the "Guaranty"). (The Mortgage, the Assignment of Rents, the Security Agreement, the Financing Statements and the Assignment of Beneficial Interest, and any and all other documents that may have been executed as additional security for the repayment of the Loan are hereinafter collectively referred to as the "Security Documents". The Note and the Security Documents are hereinafter collectively referred to as the "Loan Documents").

WHEREAS, certain collateral was released as of February 16, 1989.

WHEREAS, the loan documents were modified by that certain Modification of Mortgage Note, Mortgage and Related Security documents dated as of April 1, 1990 among Borrower, Beneficiaries and Lender, recorded in the Recorder's office on May 4, 1990 as document No. 90207773 pursuant to which inter alia, the principal amount of the loan was increased to \$1,850,000.00 and the maturity date of the loan was extended to April 1, 1995 (the "First Modification").

WHEREAS, the loan documents were subsequently modified by that certain Second Modification of Mortgage Note, Mortgage and Related

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Security documents dated as of April 1, 1995 among Borrower, Beneficiaries and Lender, recorded in the Recorder's office on July 13, 1995 as document No. 95453975 pursuant to which inter alia, certain collateral was released, the repayment of the loan was modified and the maturity date of the loan was extended to April 1, 2000 (the "Second Modification").

WHEREAS, Lender has executed and delivered Partial Release of Mortgage and Related Security Documents dated February 16, 1989 and lender has executed and delivered Partial Release of Collateral Assignment of Beneficial Interest dated February 16, 1989.

WHEREAS, Beneficiaries have executed and delivered to Lender their Ratification and Confirmation of Guaranty dated April 1, 1990 and their Ratification and Confirmation of Guaranty of Repayment dated April 1, 1995.

WHEREAS, the parties hereto now desire to amend the Loan Documents.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Beneficiaries and Lender do hereby agree as follows:

1. The foregoing Recitals are accurate and are incorporated herein and made a part hereof.
2. Unless otherwise defined herein to the contrary, all defined terms in this Agreement shall have the respective meanings ascribed to them in the Loan Documents.
3. The Note is hereby amended as of April 3, 1996 as follows:
 - (a) All references in the Note to the sum of \$1,700,000.00, and all references in the previous modification to the sum of \$1,350,000.00 whether in words or in arabic script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,365,000.00.
 - (b) Paragraph 3(a) of the Second Modification amending Paragraph 1.2 of the Note is hereby deleted and the following is hereby substituted in lieu of Paragraph 1.2 of the Note.

Third Modification

Commencing on April 3, 1996 and continuing through April 1, 2000, interest on the unpaid principal balance of the Loan shall accrue at an annual interest rate of Nine percent (9%).

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Interest and principal shall be due and payable in installments of \$12,218.26 each commencing on May 1, 1996 and on the first day of each and every succeeding month thereafter through April 1, 2000, the "Maturity Date", at which time all accrued and unpaid interest shall be immediately due and payable. Interest hereunder shall be calculated on the basis of the actual number of days elapsed during the period for which interest is being charged hereunder, predicated on a year consisting of three hundred sixty (360) days. Receipt of a check shall be deemed to constitute payment hereunder, but only if the check is processed and paid in full by the institution against which the check is drawn within a commercially reasonable and customary time."

- (c) Paragraph 1.3 is hereby deleted and the following is substituted in lieu thereof:

"1.3 Principal at Maturity. The entire unpaid principal balance of the loan shall be due and payable on April 1, 2000 (the "Maturity Date")."

- (e) Paragraphs 2.4 and 2.5 are deleted and the following are substituted therefor:

2.4 In the event of nonpayment, when due, of any amount payable under this Note and such nonpayment continues for a period of fifteen (15) days (a late fee of five percent (5%) of the payment due will be assessed); or if any event occurs or condition exists that authorizes the acceleration of the Maturity Date hereof under any document securing this Note; or upon the breach of any covenant, agreement or warranty under any agreement between Borrower and Bank; or upon the insolvency, bankruptcy, liquidation or cessation of the business of the Borrower; or if the Borrower shall make an assignment for the benefit of creditors; or if the Borrower shall default in the performance of any other indebtedness to Bank; then, at the option of Bank or the holder hereof, without presentment or demand or any notice to Borrower or any other person obligated hereon, this Note and all other indebtedness and obligations of the Borrower to the Bank may be declared and thereupon shall be due and payable immediately and the Bank may exercise, from time to time and

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without election of remedies, all rights and remedies available to it under any documents securing this Note. Failure of Bank or other holder hereof to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

2.5 Any amount of principal hereunder which is not paid when due or declared due, shall bear interest payable on demand at a default rate of interest ("Default Rate") equal to the lesser of: (i) five percent (5%) above the applicable interest rate otherwise payable hereunder, or (ii) the highest rate permitted to be charged or collected by applicable law.

(f) The following is added as Paragraph 2.8:

2.8 Whenever any payment to be made under this Note would be due on a date which is not a Business Day (as hereinafter defined), such due date shall be extended to the next succeeding Business Day, and interest shall be payable at the applicable rate during such extension. Each payment of principal of, or interest on, the Note shall be made in immediately available funds by Borrower to Bank at its office in Chicago, Illinois, not later than noon, Central Standard time, on the date due therefor. Funds received after that hour shall be deemed to have been received by Bank on the next following Business Day. "Business Day" shall mean any day other than Saturday, Sunday, or any other day on which state chartered banks in Illinois are not open for business.

(g) Except as specifically set forth to the contrary hereinabove, the Note remains unmodified and in full force and effect.

4. The Mortgage is hereby modified as follows:

- (a) All references in the Mortgage to the Note shall be deemed to be to the Note as modified hereby.
- (b) All references in the Mortgage to the sum of \$1,700,000.00, and all references in the previous modifications to the sum of \$1,850,000.00 whether in words or in arabic script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,365,000.00.
- (c) There shall be added to Article III

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of the Mortgage new sections 3.25, 3.26, 3.27 and 3.28, which shall read as follows:

3.25 Financial Statements. That Borrower shall deliver to the Mortgagee monthly reports of the Mortgaged Property income and expenses in such reasonable detail as the Lender may require signed by the responsible operating official of Borrower. Any detail needed to explain said reports shall be furnished on request from the Mortgagee including but not limited to copies of any subleases of the premises. Borrower further agrees to furnish to the Lender financial statements in a form satisfactory to the Lender within ten (10) days of its request from time to time during the term of the loan. If Borrower shall at any time fail to furnish to Lender any requested financial statement or report within said ten (10) day period, Borrower shall immediately upon demand by Lender pay the Lender a penalty in the amount of \$500.00

3.26 Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower at 8383 West Belmont Avenue River Grove, Illinois, 60171, with a copy to Louis and Lois Vacini 1278 W. Lake St., Roselle, Illinois 60172 or to the Lender, Attention: Commercial Real Estate Loan Department, at 4000 West North Avenue, Chicago, Illinois, 60639, or at such other place as either party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

3.27 MORTGAGOR HEREBY AGREES THAT, IN THE EVENT MORTGAGOR OR BENEFICIARY OF THE MORTGAGOR SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE

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FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, MORTGAGEE SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO MORTGAGEE AS PROVIDED IN THIS MORTGAGE.

3.28 Indemnification. Borrower hereby indemnifies Lender and agrees to hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Mortgaged Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes) other than losses, liabilities, damages, inquiries, costs, expenses and claims occasioned by or arising out of Lender's gross negligence, reckless conduct or willful misconduct; and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of Borrower's liabilities, the provisions of the preceding sentence shall govern and control over any inconsistent provision of the Note, this Mortgage, and any

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of the other Loan Documents, including, without limitation, any exculpatory or non-recourse provisions contained herein or any of the foregoing agreements. For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance, or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material."

3.29 No Hazardous waste disposal. The use which the Mortgagor makes or intends to make of the premises will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste on or to the premises. Mortgagor shall have ten (10) days to cure the breach of any of the above representations and warranties, after notice of such breach by Mortgagee to Mortgagor. The terms "hazardous substance", "release" and "threatened release" have the meanings specified in CERCLA (defined below), and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, in the event either CERCLA or RCRA (defined below) is amended so as to broaden the meaning of any term defined thereby, such broader meanings shall apply subsequent to the effective date of such amendment, and provided further that, to the extent the laws of Illinois shall establish a meaning for "hazardous substance", "release", "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply with regard to the premises. The terms "hazardous facilities", "pollutants" or "contaminants" shall have the meanings specified in any applicable local, state or federal statute, ordinance, code or regulation.

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(d) Except as set forth herein, the Mortgage remains unmodified and in full force and effect.

5. The Assignment of Rents, the Security Agreement, the Financing Statements and the Assignment of Beneficial Interest, are hereby modified as follows:

(a) All references in the Note to the sum of \$1,700,000.00, and all references in the previous modification to the sum of \$1,850,000.00 whether in words or in arabic script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,365,000.00.

(b) All references therein to the various Loan Documents shall be deemed to be to such Loan Documents as respectively modified herein.

6. As a condition precedent to the execution of this Agreement by Lender and in consideration of Lender's modification and extension of the Loan in accordance herewith, Beneficiaries also Ratify and confirm their ratification and confirmation of guarantee of payment dated as of April 1, 1995.

7. All references in any of the Loan Documents to any other Loan Document or Loan Documents shall be deemed to be to such documents as respectively modified hereby and shall be deemed to include the Ratification and confirmation of guarantee.

8. The parties hereto acknowledge that the outstanding principal balance of the Note as of the date hereof after payment of the interest due and the principal reduction paid on April 3, 1996 is \$1,365,000.00.

9. Borrower hereby represents and Beneficiaries hereby represent and warrant to Lender that no Default now exists under the Loan Documents and no event has occurred that would constitute a Default with the mere passage of time or the giving of notice or both.

10. At Lender's option, this Agreement shall be effective only upon: (i) receipt by lender of sum of \$234,396.45 principal reduction (ii) payment by Borrower and Beneficiary of Lender's expenses and fees and the fees of Lender's legal counsel relating to this Agreement; (iii) the recording of a counterpart of this Agreement in the Recorder's Office; (iv) receipt by Lender of a date down endorsement issued by Chicago Title Insurance Company, insuring the validity and priority of the Mortgage, as modified by this Agreement, as a first and paramount lien on the Mortgaged Property in the amount of \$1,365,000.00, showing first instalment and 1995 prior year real estate taxes paid and showing no liens, encumbrances or exceptions (including any exception or exclusion

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relating to creditors' rights) other than those shown on Chicago Title Insurance Policy No. 70-87-7720 dated March 11, 1987 and date down endorsement dated May 4, 1990 showing Lender as insured, said date down endorsement shall reflect the recording of this Agreement; (v) receipt by Lender of a certified copy of the Trust Agreement for the Trust showing Louis Pacini and Lois as the holders of 100% of the beneficial interest thereunder; (vi) receipt by Lender of Borrower's attorney's opinion letter acceptable to Lender's attorney; (vii) receipt by lender of a UCC Search showing no liens, encumbrances or exceptions affecting the validity or priority of lender's security herein; (viii) receipt by lender and recording of UCC-2 and filing of UCC-1 in form acceptable to lender; (ix) receipt by lender of affidavit of no new improvements of survey dated January 22, 1987 and revised February 12, 1987; (x) receipt by lender of certified copies of letter of direction; (xi) receipt by lender of current rent role.

11. Except as set forth herein, the Loan Documents shall remain unmodified and in full force and effect and a default by Borrower or Beneficiaries in the covenants and terms of this Agreement shall be a Default under the Loan Documents.

12. Borrower and Beneficiaries shall execute any other documents which Lender's legal counsel deems reasonably necessary to achieve the objectives of this Agreement.

13. This Agreement is executed and delivered by Pioneer Bank & Trust Company not personally but solely as Trustee under Trust Agreement dated May 18, 1983 and known as Trust No. 23532, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it has such power and authority. No personal liability shall be asserted or be enforceable against said Trustee because or in respect of this Agreement or the making, issuance, or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

14. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first above written.

This document is made by the Pioneer Bank & Trust Company as Trustee and accepted upon the express understanding that the Pioneer Bank & Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Pioneer Bank & Trust Company because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Pioneer Bank & Trust Company be held personally liable upon or in consequence of any of its covenants of this document either expressed, or implied.

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(SEAL)

ATTEST:

By: [Signature]
Its: Assistant Secretary

BORROWER:

PIONEER BANK & TRUST COMPANY, an Illinois corporation, not personally but as Trustee of Trust No. 23532

By: [Signature]
Its: Trust Officer

APPROVED:

BENEFICIARY:

[Signature]
Louis Pacini

BENEFICIARY:

[Signature]
Lois Pacini

We hereby consent and agree to this modification.

GUARANTOR:

[Signature]
Louis Pacini

GUARANTOR:

[Signature]
Lois Pacini

ACCEPTED:

LENDER:

Pioneer Bank & Trust Company, an Illinois corporation

By: [Signature]
Its: Vice President

(SEAL)

ATTEST:

By: [Signature]
Its: [Signature]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAURA HUGHES, Trust Officer of PIONEER BANK & TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee under Trust Agreement dated May 18, 1983 and known as Trust No. 23532, and DANIEL N. WLODEK, Assistant Trust Officer of said Trust Company who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that ASSISTANT SECRETARY, as custodian of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to said instrument as ASSISTANT SECRETARY own free and voluntary act and as the free and voluntary act of said Trust Company as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of April, 1996.

Rosa Ibette Cortes
NOTARY PUBLIC

My commission expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Pacini and Lois Pacini, is/are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they did appear before me this day in person and acknowledged that they are Beneficiaries and Guarantors and that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of April, 1996.

Daniel R. Ansani

My Commission Expires:



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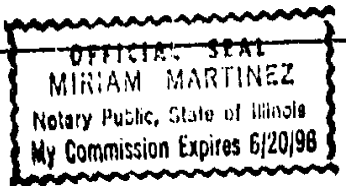
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Miriam Martinez, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric W. Hubbard, who is the Vice President of Pioneer Bank & Trust Company, a corporation of Illinois, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of April, 1996.

Miriam Martinez
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: DELETED

PARCEL 2: LOTS 4 TO 7, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS, IN BLOCK 2 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SPRINGFIELD AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 IN BLOCK 2 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 7 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO LOT 7; THENCE EAST TO THE WEST LINE OF LOT 20 IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOT 20; THENCE SOUTH ALONG SAID WEST LINE AS EXTENDED TO THE SOUTHWEST CORNER OF SAID LOT 20 THENCE WEST TO THE SOUTHEAST CORNER OF SAID LOT 7, ALL IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 20 TO 34, BOTH INCLUSIVE TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35, 17.22 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 35; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property: 3830-3900 Dempster, Skokie, Illinois

Permanent Index Nos.

- 10-14-309-065-0000 (Affects part of parcel 2)
- 10-14-309-066-0000 (Affects part of parcel 2
and the West 1/2 of parcel 3)
- 10-14-310-053-0000 (Affects parcel 4 and the East
1/2 of parcel 3)

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