

97442359

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 69561 # KB # -97-442359
 COOK COUNTY RECORDER

97442359

THIS AGREEMENT, made effective as of September 16, 1996, between Near North National Exchange Company, an Illinois corporation, with an address of 222 North LaSalle Street, Chicago, Illinois 60601, herein referred to as "Mortgagors," and Republic Windows & Doors, Inc., an Illinois corporation, f/k/a Republic Aluminum, Inc., with an address of 1725 West Diversy, Chicago, Illinois 60601, herein referred to as "Mortgagee," witnesseth:

59 6000/21 766

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date with the effective date hereof, in the principal sum of FOUR MILLION FOUR HUNDRED SEVENTY TWO THOUSAND AND NO/100 DOLLARS (\$4,472,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the date of closing of the sale of the premises (as hereinafter defined) pursuant to that certain Exchange Agreement (the "Exchange Agreement") of even date with the effective date hereof by and between Mortgagor, as exchanger, and Mortgagee, as owner, all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at 1725 West Diversy, Chicago, Illinois 60614, Attn: Ronald Spielman;

Above Space for Recorder's Use Only

THAT WHEREAS, Mortgagee conveyed to Mortgagors that certain property commonly known as 1725 Diversy, Chicago, Illinois (which with the property hereinafter described, is hereinafter referred to as the "premises") by a Warranty Deed dated September 16, 1996, and recorded with the Cook County Recorder's Office as document number 96718727;

THAT WHEREAS, Mortgagors conveyed and warranted on to Mortgagee the premises by granting Mortgagee a mortgage, dated September 16, 1996, and recorded with the Cook County Recorder's Office as document number 96718728 (hereinafter called "Mortgage");

THAT WHEREAS, Republic Windows & Doors, Inc. is the sole beneficiary of American National Bank and Trust Company of Chicago Trust Number 8627, pursuant to the terms of a Trust Agreement dated April 11, 1983 (hereinafter called the "Trust");

THAT WHEREAS, the premises was held in Trust for the benefit of Republic Windows and Doors, Inc.;

THAT WHEREAS, the Trust conveyed to Mortgagors the premises by that certain Trustee's Deed dated effective as of September 16, 1996, and recorded in the Cook County Recorder's Office as document number _____, in order to ensure the complete conveyance of the premises to Mortgagors; and

THAT WHEREAS, Mortgagors and Mortgagee each desire to amend and restate the terms and conditions of the Mortgage as a result of said conveyance from the Trust to Mortgagor.

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NOW, THEREFORE, in consideration of the foregoing, and in order to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the Mortgage, as restated in this Agreement, and the performance of the covenants and agreements contained herein, as restated in this Agreement, by the Mortgagors to be performed, and also in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid by each party hereto to the other, the receipt and sufficiency of which is hereby acknowledged, Mortgagors and Mortgagee hereby agree, represent and warrant as follows:

The foregoing Recitals to this Agreement form part hereof as mutual acknowledgments, representations and warranties as to which all parties concur.

The Mortgage is in full force and effect as of September 16, 1996, and the Mortgage has not been amended, supplemented or changed, except as indicated herein.

The Mortgage is hereby amended and restated in its entirety by this Agreement.

The Mortgagors do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK IN STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT A - LEGAL DESCRIPTION

Permanent Real Estate Index Number(s): See Exhibit A

Address(es) of Real Estate: 1725 West Diversey, Chicago, Illinois 60614

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

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

The name of a record owner is: Near North National Exchange Company

This Agreement consists of seven pages and two exhibits. The covenants, conditions and provisions appearing on pages 5, 6 and 7 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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

PLEASE PRINT OR
TYPE NAMES(S)
BELOW
SIGNATURES

Near North Exchange Company,
an Illinois corporation

By: Charles J. Vachout, Jr.
Its: Vice President
Name: Charles J. Vachout, Jr.

PLEASE PRINT OR
TYPE NAMES(S)
BELOW
SIGNATURES

REPUBLIC WINDOWS & DOORS, INC., f/ka
Republic Aluminum, Inc.
an Illinois corporation

By: Ronald Spielman
Its: PRES.
Name: Ronald Spielman

97442359

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles J. Vachout, Jr.

IMPRESS
SEAL
HERE

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 18th day of June 19 97

Commission expires _____ 19 _____



Hilda Pena
NOTARY PUBLIC

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald Spielman

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12th day of JUNE 19 97

Commission expires 5 July 19 99

Elizabeth M. Ryan
NOTARY PUBLIC



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This instrument was prepared by Christopher Kovach, Kirkland & Ellis, 200 E. Randolph, Suite 5900, Chicago, IL 60601

Mail this instrument to Christopher Kovach, Kirkland & Ellis, 200 E. Randolph, Suite 5900, Chicago, IL 60601

OR RECORDER'S OFFICE BOX NO _____

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LINDSEY F. FERGUSON

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1 Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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

3 In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4 If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5 At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6 Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7 In case of default therein, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior Encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

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

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9. Mortgagors shall pay each year of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof at the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for $d =$ days in the performance of any other agreement of the Mortgagors herein contained.

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

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

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

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17. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word 'Mortgagors' when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. Notwithstanding any provision of this Mortgage to the contrary, in the event a conflict arises between a term or condition of this Mortgage and a term or condition of the Exchange Agreement, the term or condition of the Exchange Agreement shall apply

20. Mortgagor shall not, without Mortgagee's prior written consent, lease, mortgage, transfer, assign or encumber the premises.

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EXHIBIT A

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PARCEL 1:

LOT 7 (EXCEPT THE EAST 16 FEET DEDICATED FOR PUBLIC ALLEY, BUT NOW VACATED) AND ALL OF LOTS 8, 9 AND 10 ALL IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

A STRIP OF LAND 16 FEET IN WIDTH (FORMERLY ALLEY, NOW VACATED) LYING SOUTH OF AND ADJOINING SAID LOT 7 (EXCEPT THE EAST 16 FEET THEREOF) AND SOUTH OF AND ADJACENT TO ALL OF LOTS 8, 9 AND 10 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, AFORESAID.

PARCEL 3:

THE NORTH 70 FEET OF LOT 2 IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 4:

THE EAST HALF OF THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING SOUTH OF THE SOUTH LINE OF WEST DIVERSEY PARKWAY, AND NORTH OF THE SOUTH LINE OF THE NORTH 70 FEET OF LOT 2, EXTENDED WEST ACROSS SAID VACATED NORTH HERMITAGE AVENUE IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION.

PARCEL 5:

THOSE PARTS OF LOT 2 AND VACATED NORTH HERMITAGE AVENUE, LYING WEST OF AND ADJOINING SAID LOT 2, IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION, AFORESAID, WHICH PARTS OF SAID LOT 2 AND VACATED AVENUE ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE WEST ALONG A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 2 AND SAID LINE EXTENDED WEST, A DISTANCE OF 326.61 FEET TO A POINT 3.88 FEET EAST OF THE WEST LINE OF SAID VACATED N. HERMITAGE AVENUE;

THENCE SOUTH ALONG A LINE PARALLEL TO SAID WEST LINE OF VACATED N. HERMITAGE AVENUE, A DISTANCE OF 127.88 FEET;

THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED, A DISTANCE OF 326.84 FEET TO SAID EAST LINE OF LOT 2; AND THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 127.88 FEET TO

THE POINT OF BEGINNING.

PARCEL 6:

THOSE PARTS OF LOT 3 AND VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT, IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, WHICH PARTS OF SAID LOT 3 AND VACATED AVENUE ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2 IN SAID RESUBDIVISION WITH A LINE 5.88 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE; AND RUNNING

THENCE SOUTH ALONG A LINE 5.88 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 128.47 FEET;

THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 225.82 FEET A DISTANCE OF 46.87 FEET TO A POINT OF COMPOUND CURVE;

THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 153.77 FEET A DISTANCE OF 85.97 FEET TO A POINT ON SAID WESTWARD EXTENSION OF A LINE 70.88 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION;

THENCE EAST ALONG SAID WESTWARD EXTENSION A DISTANCE OF 44.21 FEET TO THE POINT OF BEGINNING.

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PARCEL 7:

THOSE PARTS OF LOT 2 AND VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, WHICH PARTS OF SAID LOT 2 AND VACATED NORTH HERMITAGE AVENUE ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH POINT IS 197.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE WEST ALONG A LINE 197.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 2 AND SAID PARALLEL LINE EXTENDED WEST, A DISTANCE OF 326.04 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF VACATED NORTH HERMITAGE AVENUE;

THENCE SOUTH ALONG A LINE 5.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 50.00 FEET;

THENCE EAST, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED A DISTANCE OF 326.05 FEET TO SAID EAST LINE OF LOT 2; AND

THENCE NORTH ALONG SAID EAST LINE OF LOT 2 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

THAT PART OF LOT 3 (SOMETIMES CALLED BLOCK 35 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3, WITH A LINE 890.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3; AND RUNNING

THENCE WEST ALONG A LINE 890.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 189.00 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 A DISTANCE OF 42.38 FEET;

THENCE WEST ALONG A STRAIGHT LINE A DISTANCE OF 95.33 FEET TO A POINT 931.63 FEET NORTH OF A WESTWARD EXTENSION OF SAID SOUTH LINE OF LOT 3;

THENCE NORTHWARDLY EASTWARDLY AND SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 120.25 FEET AND CONVEX WESTERLY, NORTHERLY, AND EASTERLY A DISTANCE OF 446.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3, WHICH POINT IS 933.83 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 15.32 FEET OF LOT 3 A DISTANCE OF 43.83 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART OF THE FOREGOING PARCEL WHICH LIES NORTH OF A LINE WHICH IS 972 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF AND A WESTWARD EXTENSION THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 9:

A STRIP OF LAND, 16 FEET WIDE, (FORMERLY THE EAST AND WEST PUBLIC ALLEY BUT NOW VACATED), LYING SOUTH OF AND ADJACENT TO LOTS 1, 2, 3, 4, 5, 6 AND SOUTH OF THE SOUTH LINE OF LOT 6 EXTENDED WEST;

ALSO A STRIP OF LAND, FORMERLY THE NORTH AND SOUTH PUBLIC ALLEY BUT NOW VACATED, SAID FORMER ALLEY BEING THE EAST 16 FEET OF LOT 7, ALL IN BLOCK 2 OF FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 1 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 2 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOTS 3, 4, 5 AND 6 IN FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL AREA = 141,317 SQUARE FEET (3.2442 ACRES)

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2025

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EXHIBIT B

REAL ESTATE TAX NUMBERS (PIN) FOR 1725 W. DIVERSEY

14-30-403-037-0000
14-30-403-025-0000
14-30-403-021-0000
14-30-403-033-0000
14-30-403-022-0000
14-30-403-023-0000
14-30-403-024-0000
14-30-403-052-0000
14-30-403-029-0000
14-30-403-031-0000
14-30-403-026-0000
14-30-403-051-0000

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