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DOCUMENT PREPARED BY  
AND AFTER RECORDING  
TO BE RETURNED TO:

Goldstine, Skrodzki, Russian,  
Nemec and Hoff, Ltd.  
7660 West 62nd Place  
Summit, Illinois 60501  
Attention: Craig T. Martin

Common Address:  
4949 West 65th Street  
Bedford Park, IL 60638

PIN: 19-21-212-019,  
19-21-213-006, -027, -031,  
-032, -033, -034, -035,  
-058, -060 and -062

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

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## JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE AND SECURITY AGREEMENT is dated December 31, 1996, from INDEPENDENT TRUST CORPORATION, not personally, but as Trustee under Trust Agreement dated March 1, 1988, and known as Trust No. 20040 (the "Land Trust"), and THE 4949 CORPORATION, an Illinois corporation, the owner of the entire beneficial interest in the Land Trust (together with the Land Trust hereinafter referred to as "Mortgagor"), and to and for the benefit of JACOB L. WEGLARZ, ("Weglarz"), WEGLARZ COMPANY, an Illinois corporation ("Weglarz Company"), and PEMBROOKE AND KENNEDY CORPORATION, an Illinois corporation ("Pembroke") (Weglarz, Weglarz Company and Pembroke are sometimes hereinafter referred to collectively as "Mortgagees").

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagees are parties to that certain Loan and Promissory Note Consolidation Agreement (the "Note Agreement") of even date herewith, pursuant to which, among other things, Mortgagor has executed and delivered to each of the Mortgagees, Mortgagor's separate Secured Promissory Note of even date herewith in the principal amount of (i) TWO MILLION TWO HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED FORTY-FOUR AND 22/100 DOLLARS (\$2,254,744.22) and made payable to Weglarz, (ii) ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$196,500.00) and made payable to Weglarz Company, and (iii) ONE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$193,637.50) and made payable to Pembroke, respectively,

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(each a "Note" and collectively the "Notes") representing the principal indebtedness of Mortgagor due and owing to each of the Mortgagees as of the date hereof, each of which bears interest and is payable in accordance with the terms set forth therein; and

WHEREAS, as a condition to the Mortgagees' acceptance of the Notes, and the extension of credit evidenced thereby to Mortgagees, and as required by the Note Agreement, Mortgagor agreed to execute and deliver to Mortgagees this Mortgage, and to grant to Mortgagees the collateral security described herein, to secure payment of Mortgagor's obligations under the Notes and the other liabilities and obligations of Mortgagor to Mortgagees described herein.

NOW, THEREFORE, to secure the payment of the principal of and interest on the Notes as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Note, and the Note Agreement, 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 being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagees, their heirs, personal representatives, successors and assigns, and grants to Mortgagees, their heirs, personal representatives, successors and assigns, a security interest in and to all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV and V 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 Village of Bedford Park, County of Cook and 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 real estate 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 such real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or

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hereafter attached to or contained in or used or useful in connection with such 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 prevention 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 such 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 such real estate, buildings or improvements in any manner; 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 this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage 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 such property, which is hereby granted by Mortgagor as debtor to Mortgagees as secured party, securing the indebtedness hereby secured.

## GRANTING CLAUSE III

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the real estate 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 such real estate or 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 (collectively "Condemnation Awards").

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GRANTING CLAUSE IV

All property and rights, if any, which are by the express provisions of 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 hereof by Mortgagor or by anyone on Mortgagor's behalf.

GRANTING CLAUSE V

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 rights of any ways, roads, streets, avenues and alleys adjoining the real estate 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 Mortgagees, their successors and assigns, forever; provided, however, if the principal of and interest on the Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid, performed and discharged, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be immediately released by Mortgagees at Mortgagor's expense, otherwise to remain in full force and effect.

This Mortgage is subject to the following described prior mortgages or trust deeds (hereinafter the "Prior Mortgages", the holders thereof being hereinafter referred to as the "Prior Mortgagees"):

Mortgage dated March 19, 1990, and recorded March 23, 1990, with the Recorder of Deeds, Cook County, Illinois.

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2. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. Possession. While Mortgagor is not in default hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this instrument.

4. Payment of Taxes. Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary and extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagees official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagees, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagees.

5. Payment of Taxes on Notes, Mortgage or Interest of Mortgagees. Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Note or the interest of Mortgagees in the Mortgaged Premises or upon Mortgagees by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagees as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagees, to the extent permitted by law), or Mortgagees are reimbursed for any such sum advanced by Mortgagees, all sums hereby secured shall become immediately due and payable, at the option of Mortgagees upon thirty (30) days notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted,

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including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagees, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

6. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagees at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagees hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagees for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

7. Insurance. Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagees from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof. Mortgagor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content and in amounts as are customarily carried by owners of like property. All insurance required hereby shall be maintained with good and responsible insurance companies, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, and shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Mortgagor and Mortgagees of written notice thereof. Upon the execution of this Mortgage and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this instrument, Mortgagor will deliver to Mortgagees originals of any policy or renewal policy, as the case may be, required by this instrument, bearing notations evidencing the payment of all premiums.

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## 8. Damage to or Destruction of Mortgaged Premises.

(a) Notice. In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagees, generally describing the nature and extent of such damage or destruction.

(b) Restoration. In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall, provided the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

9. Eminent Domain. Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagees, which awards Mortgagees are hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagees' option, to apply the same toward the payment of the amount owing on account of this indebtedness hereby secured in such order of application as Mortgagees may elect and whether or not the same way then be due and payable or otherwise adequately secured, and Mortgagor covenants and agrees that Mortgagor will give Mortgagees immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or change in grade of streets, and will deliver to Mortgagees copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagees, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagees for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

10. Construction, Repair, Waste, Etc. Mortgagor agrees (a) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about such buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagees and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby,

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paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorney's fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the interest rate applicable to the Note on such date, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagees on demand.

13. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagees, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagees may reasonably require for the purpose of expressly and specifically subjecting the lien of this Mortgage to all such property.

14. Inspection by Mortgagees. Mortgagees and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. Financial Reports. Mortgagor will furnish to Mortgagees such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied), such information and data to be prepared and certified by independent public accountants satisfactory to Mortgagees if so requested by Mortgagees not more often than annually.

16. Subrogation. Mortgagor acknowledges and agrees that Mortgagees shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Note or out of any advance by Mortgagees hereunder, irrespective of whether or not any such lien may have been released of record.

17. Events of Default. Any one or more of the following shall constitute an event of default hereunder:

(a) Default in the payment, when due (whether by lapse of time, acceleration, or otherwise), of the principal of or interest on any of the Notes or of any other indebtedness hereby secured and such default remains uncured for a period of five (5) days after notice of such default from any Mortgagee to Mortgagor; or

(b) Default in the observance or compliance with any terms or provisions of this Mortgage or any of the Notes or any other

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instrument or document securing the Notes or relating thereto, which is not cured within thirty (30) days after written notice from any Mortgagee; or

(c) Any representation or warranty made by Mortgagor herein or in any other instrument or document securing the Note or relating thereto, proves to be untrue in any material respect; or

(d) Default in the payment of any other obligation of Mortgagor, or either of them, for borrowed money, or in the observance or performance of any covenants and agreements given with respect thereto; or

(e) The Mortgaged Premises or any part thereof shall be sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor, free of any lien, charge or encumbrance other than the lien hereof or liens of the Prior Mortgages; or

(f) Any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due and the holder of such indebtedness has declared a default thereunder or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

(g) Judgments for the payment of money in excess of the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) in the aggregate shall be rendered against Mortgagor, and such judgments shall remain unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of sixty (60) consecutive days from the date of its entry; or

(h) Either Mortgagor becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for either Mortgagor or for the major part of the properties of either any of them and is not discharged within forty-five (45) days after such appointment or any bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy law or laws or other statute, law or regulation for the relief of debtors are instituted by or against either Mortgagor and if instituted against either such party are consented to or acquiesced in or are not dismissed within forty-five (45)



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days after such institution, or either Mortgagor takes any action in contemplation of or furtherance of any of the foregoing.

18. Remedies. When an event of default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements and the rights and interests of the Prior Mortgagees under the Prior Mortgages:

(a) Acceleration. Mortgagees may, by written notice to Mortgagor, declare the Notes and all unpaid indebtedness of Mortgagor hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagees shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be bound. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address set forth herein at least five (5) business days prior to the sale or other event of which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorney's fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the interest rate applicable to the Note at the time the expense is incurred.

(c) Foreclosure. Mortgagees may proceed to protect and enforce the rights of Mortgagees hereunder (i) by any action of law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) Appointment of Receiver. Mortgagees shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed for

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all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Mortgagees may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagees' judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagees may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, and to management, operate and conserve the same, shall be in addition to all other rights or remedies of Mortgagees hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the rate applicable to the Note at the time such costs are incurred.

19. Costs and Expenses of Foreclosure. 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 Mortgagees for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title

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as Mortgagees may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Note at the time of expenditure.

20. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Mortgage shall, subject to the rights and interests of the Prior Mortgagees under the Prior Mortgages, be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Section 18(b) and 19 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Notes with interest thereon as herein provided; Third, to all principal of and interest on the Notes with any overplus to whomsoever shall be lawfully entitled to same.

21. Deficiency Decree. If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor or any other maker of the Note and against the property of Mortgagor or any such other person for the amount of such deficiency; the Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor or any such other person and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

22. Mortgagees' Remedies Cumulative - No Waiver. No remedy or right of Mortgagees shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagees.

23. Mortgagees Party to Suits. If Mortgagees shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagees under this Mortgage (including probate and bankruptcy

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proceedings), or if Mortgagees employ an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagees shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagees, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagees in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the rate per annum applicable to the Note at the time of expenditure.

24. Modifications Not to Affect Lien. Mortgagees, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

25. Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as set forth below or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions of this Section:

If to Mortgagor, to:

The 4949 Corporation  
c/o 6520 South Cicero Avenue  
Bedford Park, Illinois 60638

If to Mortgagees, to:

Jacob L. Weglarz  
6520 South Cicero Avenue  
Bedford Park, Illinois 60638

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26. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

27. Successors and Assigns. Whenever 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 in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagees, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally.

28. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

29. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver or discharge or termination is sought.

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

INDEPENDENT TRUST CORPORATION,  
not personally, but as Trustee  
under Trustee Agreement dated  
March 1, 1988, and known as  
Trust No. 20040

By:

  
Its CHERYL JAWORSKY, Trust Officer

THE 4949 CORPORATION,  
an Illinois corporation

By:

  
JACOB L. WEGLARZ, President

Exoneration provision restricting any liability of Independent Trust Corporation, attached hereto, is hereby expressly made a part hereof.

ATTACHED HERETO AND MADE A PART HEREOF:  
This MORTGAGE is executed by INDEPENDENT TRUST CORPORATION not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said notes contained shall be construed as creating any liability on the said First Party or on said Independent Trust Corporation personally to pay the said notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Independent Trust Corporation personally concerned the legal holder or holders of said notes and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said notes provided or by action to enforce the personal liability of the guarantor, if any.

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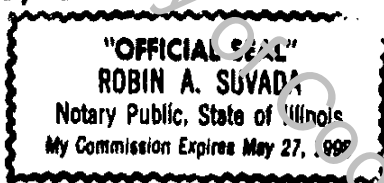


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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JACOB L. WEGLARZ personally known to me to be the President of THE 4949 CORPORATION, an Illinois corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, pursuant to the authority given by the Board of Directors of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of December, 1996.



Robin A. Suvada  
Notary Public

My Commission Expires: 5-27-98

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CHERYL ZAWORSKY, Trust Officer, personally known to me to be the Trust Officer of INDEPENDENT TRUST CORPORATION, TRUST NO. 20040, an Illinois corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, pursuant to the authority given by the Board of Directors of said corporation, and as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of JULY, 1997



Damaris Cortes Rodriguez  
Notary Public

My Commission Expires: 3/20/01

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## SCHEDULE I TO JUNIOR MORTGAGE AND SECURITY AGREEMENT

### PARCEL 1:

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THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE WEST 65TH STREET BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION WITH A LINE 743.91 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION 317.01 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 288.72 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 296.94 FEET, A DISTANCE OF 159.27 FEET TO THE POINT OF TANGENCY OF THE SAID CURVE LYING ON THE NORTH LINE OF THE SOUTH 782 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE EAST ON THE SAID LINE A DISTANCE OF 0.42 FEET TO THE POINT OF TANGENCY OF A CURVED LINE HAVING A RADIUS OF 278.94 FEET CURVED CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 78.06 FEET; THENCE SOUTHEASTERLY ON A RADIAL LINE OF THE LAST DESCRIBED CURVE, 18 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST, CONCENTRIC WITH THE LAST DESCRIBED CURVE AND WITH A RADIUS OF 296.94 FEET, A DISTANCE OF 198.73 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 888 FEET OF THE NORTHEAST 1/4 OF SAID 21; THENCE EAST 55.31 FEET TO THE WEST LINE OF THE EAST 266 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE NORTH ALONG SAID LINE 307.26 FEET TO THE NORTH LINE OF THE SOUTH 1195.26 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE WEST ALONG SAID LINE 64.74 FEET TO THE NORTH AND SOUTH CENTER LINE OF VACATED SOUTH LACROSSE AVENUE; THENCE NORTH ALONG SAID LINE 102.45 FEET TO THE SOUTH LINE OF WEST 65TH STREET; THENCE WEST ALONG SAID LINE 248.45 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE NORTH 9 FEET TAKEN FOR WIDENING 65TH STREET), EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 344.25 FEET WEST (MEASURED AT RIGHT ANGLES) OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, IN COOK COUNTY, ILLINOIS.

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### PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 65TH STREET (BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION) WITH A LINE 674 FEET EAST OF THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION, 365.77 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 247.24 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTH WITH A RADIUS OF 296.94 FEET A DISTANCE OF 44.02 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 278.94 FEET A DISTANCE OF 288.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE, 743.91 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE NORTH ALONG SAID LINE, 317.01 FEET

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TO THE SOUTH LINE OF WEST 65TH STREET; THENCE WEST 69.91 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE NORTH 9 FEET TAKEN FOR WIDENING 65TH STREET), IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART LYING EAST OF THE WEST 1209 FEET, NORTH OF THE SOUTH 566 FEET AND SOUTH OF THE NORTH 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF THE WEST 17 FEET LYING NORTH OF THE SOUTH 566 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID 17 FOOT STRIP OF LAND LYING NORTH OF A LINE DRAWN FROM A POINT 50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID 1/4 1/4 SECTION TO A POINT WHICH IS 33 FEET EAST OF THE WEST LINE AND 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION), IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

THE WEST 1/2 OF BLOCK 11 IN FREDERICK E. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

BLOCK 12 IN FREDERICK E. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

THE EAST 16 FEET OF THAT PART OF VACATED SOUTH LA VERGNE AVENUE LYING WEST OF AND ADJOINING BLOCK 12 IN FREDERICK E. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF SAID BLOCK 12, TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, WHICH IS 50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

THE EAST 462 FEET OF THE WEST 479 FEET OF THAT PART OF THE NORTH 459 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1195.26 FEET OF SAID 1/4 1/4 SECTION, IN COOK COUNTY, ILLINOIS.

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## PARCEL 9:

THAT PART OF THE EAST 446 FEET OF THE WEST 463 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 459 FEET THEREOF, AND NORTH OF THE SOUTH 566 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 459 FEET THEREOF, WHICH IS 479 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE WEST 16 FEET TO THE NORTHEAST CORNER OF THE TRACT LAST DESCRIBED; THENCE SOUTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT 166.73 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

VACATED SOUTH LA PORTE AVENUE, LYING BETWEEN BLOCKS 11 AND 12 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 12:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF BLOCK 11 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID BLOCK 11; THENCE WEST ALONG THE SOUTH LINE OF BLOCK 11 TO AN INTERSECTION WITH A LINE 479 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH ALONG SAID LINE TO A POINT 459 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTHWESTERLY 167.53 FEET TO A POINT 625.73 FEET SOUTH OF THE NORTH LINE AND 463 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 138.02 FEET TO THE NORTH LINE OF THE SOUTH 566 FEET OF SAID 1/4 1/4 SECTION; THENCE EAST ALONG SAID LINE 10.29 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 296.94 FEET A DISTANCE OF 99.09 FEET; THENCE NORTHEASTERLY ON A TANGENT TO SAID CURVE 101.81 FEET, TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY WITH A RADIUS OF 296.94 FEET A DISTANCE OF 77.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE EAST LINE OF THE WEST 584 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH ALONG SAID LINE 481.92 FEET TO THE NORTH LINE OF BLOCK 11 AFORESAID; THENCE WEST ALONG SAID LINE 87.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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## PARCEL 13:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 65TH STREET, BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION WITH A LINE 674 FEET EAST OF AN PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTH ALONG THE LAST DESCRIBED LINE 365.77 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 247.24 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTH WEST WITH A RADIUS OF 296.94 FEET A DISTANCE OF 82.08 FEET; THENCE NORTHEASTERLY ON A TANGENT TO THE LAST DESCRIBED CURVED LINE 101.81 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVED LINE HAVING A RADIUS OF 296.94 FEET A DISTANCE OF 77.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE EAST LINE OF THE WEST 384 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH ALONG SAID LINE 481.92 FEET TO THE SOUTH LINE OF WEST 65TH STREET ABOVE DESCRIBED; THENCE EAST ALONG SAID LINE 90 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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