#### FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made as of the day of September 1997 by and LASALLE between BANK NATIONAL ASSOCIATION (2/k/8 LaSaile Bank, N.A. and f/k/a LaSaile Northwest National Bank) (the "Lender"), **AMERICAN** and NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee u/t/a dated November 15, 1988 and known as Trust No. 106940-08 (the "Borrower"), and Eugene M. Haegel. Alfred Meching and Isold: Tritsis (collectively the "Beneficiaries").

#### WITNESSETH:

- The Lender has loaned to the Borrower the sum of Seven Hundred Five Thousand Five Hundred Dollars (\$705,500.00) (the "Loan") which is evidenced by a promissory note dated July 27, 1992 in the original principal amount of Seven Hundred Five Thousand Dollars (\$705,000.00) executed and delivered by and payable to the order of the Lender (the "Note").
  - B. The Note is secured in part by:
  - a first mortgage dated July 27, 1992 executed and delivered by Borrower which was recorded on July 29, 1992 in Cook County, Illinois as Decument No. 9255602 (the "Mortgage") on the real estate commonly known as:
    - 1823 North Monitor, Chicago, Illinois 60639 (the "Property") (Ice Exhibit A).
  - an assignment of rents and leases dated July 27, 1992 Bostower in favor of Lender recorded with the Cook County Recorder of Deeds (the "Assignment"); and
  - 3, a security agreement dated July 22, 1992 (the "Security Agreement").

The Note, the Mortgage, the Assignment, the Security Agreement and all other documents which evidence and secure the Loan are collectively referred to as the "Loan 200 W. Allamo (Ro V SANDACK)

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Documents".

D. The Borrower is currently in default by reason of the following (collectively the "Defaults"):

Borrower's obligation to pay Lender under the Note has come due but Borrower has failed to fully pay Lender.

- E. By reason of the Defaults there is now due and owing from the Borrower to the Lender the entire unpaid principal balance of the Loan, plus accrued interest, late charges, and other costs and expenses, including but not limited to attorneys' fees incurred by the Lender.
- F. The Porrower has requested that the Lender forbear from commencing legal proceedings to collect the Loan, and the Lender has agreed to forbear upon strict compliance by the Borrower with the terms of Dis Agreement.

NOW, THEREFORE, DI CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED, THE PARTIES & GREE AS FOLLOWS:

- 1. INCORPORATION OF RECITALS: The facts which are set forth in Recitals A through F, inclusive, are hereby incorporated herein by reference as though such facts were fully set forth in this Agreement.
- 2. <u>ACKNOWLEDGMENT OF INDEBTEDNESS</u>: The Borrower hereby acknowledges and agrees that:
  - a. As of August 29, 1997, the Borrower owes the Lender (collectively the "Indebtedness"):
  - i. the principal sum of SIX HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED EIGHTY-NINE and 09/100 DOLLARS (\$666,589.09), plus any outstanding interest at the per diem rave contained in the Note, plus late charges of TWENTY EIGHT THOUSAND FOUR HUNDRED TEN and 20/100 DOLLARS (\$28,410.10) and an escrow deficiency of SEVEN THOUSAND EIGHT HUNDRED SEVENTY-NINE and 64/100 DOLLARS (\$7,879.64).
- b. The Indebtedness is now due and owing to the Lender;
- c. The Borrower has defaulted in its obligation to pay the Indebtedness to the

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#### Lender;

- d. Borrower has no defense to, or offset against, the Indebtedness;
- e. in any litigation commenced by the Lender against the Borrower, this Agreement shall constitute an admission by the Borrower that the Indebtedness is due and owing to the Lender from the Borrower, and that the Borrower has no defense to, or offset against, the Indebtedness;
- f. there is no material issue of fact as to the fact that the Borrower has defaulted in its obligation to pay the Indebtedness; and
- g. a swnmary judgment against the Borrower in favor of Lender in the amount of Lade otedness is appropriate.
- 3. BORROWEF,'S OBLIGATIONS: As a material inducement for the Lender to enter into this Agreement, the Borrower covenants and agrees to timely perform the following obligations, time being of the essence:
  - a. On or before execution of the Agreement, the Borrower shall pay to the Lender all sums necessary to fully pay all real estate taxes on the Property.
  - b. On or before September 24, 1997, Borrower shall pay Lender the sum of One Thousand Six Hundred Sixty-Five and no/100 Dollars (\$1,665.00) which shall be a fee to Lender in consideration for Lender's forbearance hereunder. The parties agree the above-fee is nonrefundable and shall be fully earned upon execution of this Agreement.
  - c. The interest rate on the Note going forward shall be 9.75 rev annum until expiration of this Agreement.
  - d. Borrower shall fund a tax escrow account at Lender for the purpose of paying, in a timely manner, real estate tax obligations on the Real Estate. Borrower's tax escrow fund at Lenders shall be in such an amount as to fully pay 110% of the nest recent tax bill on the Real Estate, to be paid by Borrower on a monthly basis.
- 4. <u>FORBEARANCE</u>: In consideration of the covenants and agreements contained in this Agreement, the performance by the Borrower of its obligations pursuant to paragraph 3 above, and as long as the Borrower does not default in any of its obligations set forth in this Agreement or in the Loan documents, the Lender agrees not to exercise any of its remedies at law or in equity to collect the Indebtedness on or before January 15, 1998. The Borrower, acknowledges and agrees that the Lender has no obligation, nor has the Lender made any agreement, to refinance the Loan, extend the maturity date of the Loan, or otherwise forbear from exercising its remedies at law or in

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equity after January 15, 1998.

The Borrower and the Beneficiaries further acknowledges and agrees it shall use its best efforts during the forbearance period to obtain new financing/refinancing to pay-off all obligations, and retire all debt, owed by Borrower to Lender.

- 5. <u>DEFAULT</u>: The Borrower shall be in default under the terms of this Agreement upon occurrence of any of the following events (an "Event of Default"):
  - a. The Borrower fails to timely make any payments required under the terms of this Agreement or of the Loan Documents;
  - b. The Forrower fails to timely perform any of their obligations set forth in this Agreement or in the Loan Documents;
  - c. The Borrower fails to fully fund a tax escrow account with Lender to pay all real estate obligations on the Real Estate;
  - d. If a final judgment or judgments for the payment of money (which payment has not been insured against) aggregating in excess of Ten Thousand Dollars (\$10,000.00) is or are outstanding against the Borrower, or against any of the properties or assets of the Borrower and any one of such judgments has remained unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of thirty (30) days from the date of its energy;
  - e. If any party commences any legal proceeding to enforce, or foreclose upon, any judgment or lien against the Property, whether so not superior or inferior to the lien of the First Mortgage;
  - f. If any proceeding is commenced to obtain a tax deed of the property;
  - g. If a proceeding is instituted seeking a decree or order for relief in espect of the Borrower in any involuntary case under the Federal bankruptcy is we, as now or hereafter constituted, or any other applicable Federal or Sake bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Borrower, or for any substantial part of the property of the Borrower, or for the winding up or liquidation of the business or affairs of the Borrower and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days, or a decree or order shall be entered granting the relief sought in such proceeding;
  - h. If the Borrower shall generally fail to pay, or admit an inability to pay its

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debts as they become due or shall voluntarily commence proceedings under the Federal bankruptcy laws, as now or hereafter constituted, or any bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or shall take any action in furtherance of any of the foregoing; and/or

i. If any of the representations and warranties of the Borrower contained herein are, or become, materially incorrect.

Upon occurrence of an Event of Default the Lender shall be entitled to immediately exercise any of its remedies at law, in equity or under the Loan Documents.

- 6. REPRESENTATIONS. WARRANTIES AND COVENANTS OF THE BENEFICIARIES: The Beneficiaries hereby represents, covenants and warrants, as of the date hereof as follows:
  - a. The execution, delivery and performance by the Borrower of this Agreement and the documents and instruments to be executed and delivered by it pursuant to this Agreement co not violate, contradict or interfere with, contravene, breach or otherwise conflict with any agreement, judicial or administrative order, or, to the knowledge of such persons, threatened litigation or administrative proceedings to which any one or more of such persons is a party, by which any one or more of such persons is bound;
  - b. The Borrower has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement; and the transactions contemplated by this Agreement do or shall constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms;
  - c. The Beneficiaries are not the subject of bankruptcy proceedings or an arrangement or reorganization pursuant to any Chapter or Section of Title 1! of the United States Code, as amended, or any similar state or federal law and the Beneficiaries have not filed an answer or otherwise admitted in writing insolvency or inability to pay their debts, made an assignment for the benefit of creditors or consented to an appointment of or otherwise had a receiver, trustee or similar officer of all or a major part of their property;
  - d. There are no contracts for deed, land contracts or other executory agreements whatsoever for the sale or transfer of any part or all of the Property; and

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- e. As of the date hereof, there were no underground storage tanks, PCB's, asbestos, toxic substances or hazardous waste placed on or in the Property.
- 7. RELEASE: The Borrower and Beneficiaries hereby release and forever discharge the Lender, its agents, employees, directors, officers, attorneys, affiliates, subsidiaries, successors and assigns from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which the Borrower, may now have or claim to have against the Lender as of the date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon this Agreement and the Loan documents, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings with the Borrower and the Lender up to and including the effective date of this Agreement.
- 8. EVALUATION OF AGREEMENT: The Borrower and Beneficiaries represent, acknowledge and agree that they have has read and fully understand this Agreement; that they have had a full and fair opportunity to evaluate this Agreement and the transactions and other matters contemplated by this Agreement, that they have had a full and fair opportunity to consult with and have consulted with its own attorneys, accountants, and other business advisers and counselors of its choosing in connection with the negotiation, evaluation, execution, delivery and performance of this Agreement, the documents and instruments to be executed and delivered pursuant to this Agreement and the consummation of the transactions contemplated by this Agreement and said documents and instruments; they have is sophisticated and experienced in such matters; and that, in light of the foregoing and under the circumstances taken as a whole, this Agreement, the documents and instruments to be executed and delivered pursuant to this Agreement and the transactions contemplated by this Agreement and said documents and instruments are fair and equitable in all respects.
- 9. <u>ATTORNEYS' FEES</u>: In the event the Lender commences any action to enforce this Agreement, or the Lender is made a party to any litigation or bankruptcy proceeding as a result of this Agreement, then the Borrower shall be responsive for all attorneys' fees and other expenses incurred by the Lender.
- 10. NOTICES: Unless expressly provided otherwise in this Agreement, any notice, request, demand or other communication required to be given under this Agreement or any document or instrument executed and delivered pursuant to this Agreement shall be in writing, shall be deemed to be given or delivered (a) on the date of personal delivery of the notice, request, demand or other communication; (b) on the second business day after the day of mailing of such notice, request, demand or other communication by United States Registered Mail or United States Certified Mail, postage prepaid; or (c) on the next business day after mailing of such notice, request, demand or communication by express courier, freight charges prepaid, to the parties (including any person or entity designated for receipt of a photocopy thereof) at the following addresses or at such other address as any of the parties may hereafter specify in the aforementioned manner:

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### UNOFFICIAL COPY 6568 (Sept. 7 of 18)

If to the Borrower and Beneficiaries:

Trust No. 106940-08

c/o Eugene M. Haegel

3307 W. North share Lincoln wood IL 600.46

With copy to:

Nick Black 2824 W Diversy Chienop Ic

If to the Lender:

LaSalle Bank National Association 4747 West Irving Park Road

Chicago, Illinois 60641

Attn: Linda M. Weber, First Vice President

With a copy to:

Ronald L. Sandack, Esq.

Lowis & Gellen

200 West Adams Street

Suite 1900

Chicago, Illinois 60606

- 11. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties in connection with the subject matter of this Agreement and the transactions contemplated hereby and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby.
- 12. <u>AMENDMENT</u>: This Agreement may not be amended, changed, modified or terminated, except by written instrument executed by all parties to this Agreement.
- MAIVER: No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.
- 14. <u>SEVERABILITY</u>: If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it has held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, unless the result would be inconsistent with the manifest intent of the parties expressed in this Agreement.

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#### UNOFFICIAL COPTY 96568 (sage 9 of 18)

- 15. <u>CAPTIONS</u>: The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.
- 16. GOVERNING LAW: This Agreement shall be construed and enforced according to the laws of the State of Illinois without reference to the conflicts of laws principles of that State.
- 17. ASSIGNABILITY: This Agreement shall be binding upon and inure to the benefit of the parties hereto and beneficiaries hereof and their respective heirs, executors, personal representatives, successors and assigns; provided, however, that Borrower may not assign any of its rights or obligations hereunder, if any, and any such purported or attempted assignment shall be null and void ab init o and of no force or effect.
- 18. PARTIES FOT PARTNERS: Nothing contained in this Agreement shall constitute the Borrower as a partner with, agent for or principal of the Lender and its successors and assigns.
- 19. <u>NO THIRD PARTY PENEFICIARIES</u>: Unless expressly provided otherwise herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person, persons, entity or entities shall have any right of action hereon, right to claim any right or benefit from the terms contained new in or be deemed a third party beneficiary hereunder.
- 20. <u>COUNTERPARTS</u>: This Agreement and the documents and instruments to be executed and delivered pursuant to this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
- 21. <u>BUSINESS DAY</u>: If any payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a business day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding business day. For the purposes of this Agreement, a business day shall be any day other than a Saturday Sunday or official Federal or State of Illinois holiday.
- 22. <u>FURTHER ASSURANCES</u>: The Borrower covenants and agrees that, from and after the execution and delivery of this Agreement, they shall, from time to time, execute and delivery any and all documents and instruments as are reasonably necessary or requested by the Lender to carry out the intent of this Agreement, provided that the execution and delivery of said documents and instruments does not increase their liability beyond that contemplated by this Agreement.
  - 23. <u>TIME OF ESSENCE</u>: Time is of the essence of this Agreement.
- 24. <u>SURVIVAL</u>: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, partners, officers, shareholders, directors,

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agents and employees.

- WAIVER OF TRIAL BY JURY: The Borrower irrevocably and unconditionally waives the right to a trial by jury in any action or proceedings based upon, or related to, the subject matter of this Agreement or any document or instrument to be executed and delivered pursuant to this Agreement. This waiver is knowingly, intentionally and voluntarily made by the Borrower and the Borrower acknowledges that neither the Lender nor any person acting on behalf of the Lender has made any representations of fact to induce this waiver of trial by jury in any way to modify or nullify its effect. The Borrower further acknowledges that they have been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they has had the opportunity to discuss this waiver with counsel.
- 26. <u>JURISDICTION</u>: The Borrower hereby acknowledges and agrees that any action to enforce this Agreement may be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois, and the Borrower hereby consents to jurisdiction in such courts and agrees that venue is proper in such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Forbearance Agreement as of the day and year first above written.

#### BORROWER:

This instrument is executed by the undersigned Land Chittago, not personally, but solely as Trustee in the exercise of the November 15, 1988 and known as Trust No. It is expressly understood and agreed that 196940-08 warranties, indemnities, representations, covenants, undertokings and agreements herein made on the part of the trustee are underlaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted of any warranty, nademaity, representation, covenant, undertaking or agree-title:

BENEFICIARIES:

Eugene M. Haegel

Alfred Meching

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LENDER:

LASALLE BANK NATIONAL ASSOCIATION

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#### CONSENT OF GUARANTORS TO FORBEARANCE AGREEMENT

WHEREAS, the Guarantors of the Borrower's Obligation, as indicated below, (the "Guarantors") are related to Borrower through some common ownership or control, or otherwise, and, therefore, it will be to the Guarantors' direct interest and financial advantage to enable Borrower to restructure the indebtedness represented by the Obligation;

NOW THEREFORE, in consideration of the foregoing, the Guarantors hereby consent to this Forbearance Agreement. Such Guarantors confirm the continuing validity of their guaranties and acknowledge that their original guaranties of the Obligation and any security interest granted to secure payment and/or performance of their guaranties shall survive the execution and performance of this Credit Modification Agreement. The Guarantors agree that their guaranties will remain in full force and effect unai Borrower's Obligation to Lender is paid in full and that their guaranties are not released or in any way expanded or reduced hereby. The terms and provisions of the guarantors' guaranties are incorporated herein by reference.

The undersigned hereby waive any claim or other right which the undersigned may now have or hereafter acquire against the Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, loss, claims, counterclaims, demands, liabilities, offsets, obligations, actions and causes of action whatsoever which Guarantor may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon this Agreement, the Loan Documents of performance of the undersigned's obligations under their guaranties, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, any right to participate in any claim or remedy of Lender against the Borrower or any collateral security therefor, which Lender now has or hereafter acquires; whether or not such claim, remedy or right arises in county, or under contract, statute or common law.

Eugene M. Haegel

Alfred Meching

Isolde Tritsis

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#### TRUSTEE'S ACKNOWLEDGMENTS

STATE OF ILLINOIS	
	)SS
COUNTY OF COOK	)
ledge ,	
I, CYNTHIA K. HARRIS	, a Notary Public in and for the County and State aforesaid do hereby
certify that Gregory A Rosen	rzy American National Bank and Trust, not personally, but solely as
	r 15, 1988 and known to me to be the same person who is subscribed
	such afficer appeared before me this day in person and acknowledged

that \_he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, not personally but solely as Trustee under Trust No. 106940-08

Given under my hand and Notarial Seal this 24 day of September, 1997.

Notary Public

My Commission Expires:

for the uses and purposes therein set forth.

CYNTHIA K. HAHAIS
NOTARY PUBLIC STATE OF REMOVE
My Commission Express 11/19/28

CYNTHIA K. HARHIS
MOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 11/19/2000

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STATE OF ILLINOIS )SS COUNTY OF COOK

I, MARIA D Villagor, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Linda M. Weber appeared before me this day in person and acknowledged that she executed the foregoing instrument, being by me duly sworn, did say that she is the First Vice President of LaSalle Bunk National Association, a National banking association, and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of LaSalle Bank National Association for the uses and purposes therein set forth.

Given under my hand an notarial seal this day of September, 1997. 

Notary Public

My commission expires:

6-1-98

MY Commission EXPUSS 06/01:98

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### UNOFFICIAL COPY 6568 Page 14 of 18

STATE OF I			
221			
COUNTY OF COOK			
I. Maria Milliante	Notary Public in	and for said County, in	the State aforesaid, do
hereby certify that Eugene M. Hae	gel personally kn	own to me to be the san	ne person whose name
is subscribed to the foregoing instru that $\Sigma$ he signed and delivered the			
for the uses and purpose			act or
Given under my hand an no		rd	
Given under my hand an ne	starial seal this	day of September, 199	97.
900/x		Marie D. V Notary Public	Magney
T <sub>Ox</sub>	•		
My commission expires:	C	***************************************	·····•
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STATE OF TL )
COUNTY OF COOL )
I, Maria Notary Public in and for said County, in the State aforesaid, de hereby certify that Alfred Meching personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of
for the uses and purposes therein set forth.
Given under my hand an notarial scal this 25 day of September, 1997.
Notary Public Notary Public
My commission expires:  "OFFICIAL SEAL"  MARIA D. VILLAGOMEZ  NOTARY PUBLIC, STATE OF ILLINOIS
OLIDA.

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### UNOFFICIAL COPY 6568 Fage 16 of 13

STATE OF ILLINOIS	)	
COUNTY OF COOK-	)SS )	
hereby certify that Isolde Tr subscribed to the foregoing in	ritsis personally known to a astrument appeared before m ae said instrument as the fire	for said County, in the State aforesaid, do me to be the same person whose name is this day in person and acknowledged that we and voluntary act of her set
Giver under my hand	d an notarial seal this 230 da	ny of September, 1997.
My commission explines	<u></u>	Notary Public
My commission expires: February 16, 1998	0x C004	OFFICIAL SEAL NICHOLAS P. BLACK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2-18-98
	, Co	OFFICIAL SEAL NICHOLAS P. BLACK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2-18-98
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EXHIBIT "A"

L. HAEGELE FOREOI RLS

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#### EXELBIT "A"

#### LEGAL DESCRIPTION

Parcel "A": That part of Lot 3 in Reeney Industrial District, being an Owner's Division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point in the West Line of Lot 3 in said Keeney Industrial District, being the East Line of North Monitor Avenue, 343.78 feet North of the South Line of Lot 4 in said Kaenay Industrial District; thence North along the East Line of North Monitor Avenue, a distance of 160 feet; thence East along a line drawn parallel with and 503.78 feet North of the South Line of said lot 4, a distance of 358.03 feet to its intersection with the Southerly Right of Way Line of the land conveyed to the Chicago, Kilwaukes, St. Paul and Pacific Railroad Company by Deed dated October 4, 1932 and recorded November 9, 1932, as Document Number 11162537; thouse Southeasterly along the said Right of Way Line, being a straight line, a distance of 80.99 feet; thence continuing Southeasterly along the said Right of Way Line, being a curved line convexed Southwesterly and having a radius of 487.06 fast, a distance of 105.24 fact (arc) to its intersection with a line drawn parallel with and 243.78 feet North of the South Line of Lot 4 aforesaid; thence West along the said parallel line a distance of 450.99 Feet to the point of beginning, in Cook County, Illinois.

Parcal "B": That part of Lot 3 in Reeney Industrial District, being an Owner's Division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point on the West Line of said Lot 3, 41 feet South of the Northwest Corner thereof; and running thence East along a line drawn parallel with and 41 feet South of the North Line of said Lot 3, a distance of 138,91 feet to an intersection with the Southwesterly Line of the Right of Way conveyed to the Chicago, Milwaukee, St. Paul and Picific Railroad by special Warranty Deed recorded November 9, 1932 as document number 11162537; thence Southeasterly along the said Right of Way Line, being a curved line convexed Northeasterly and having a radius of 467.52 feet, a distance of 308.12 feet (arc); thence continuing Southeasterly along the said Right of Way Line, being a straight Line tangent to the said curved line, a distance of 5.19 feet to an intersection with a line 503.78 feet North of and parallel with the South Line of Lot 4 in said Keeney Industrial District; thence West along the said parallel line a distance of 358.03 feet to an intersection with the said West Line of Lot 3 in said Keeney Industrial District; thence North along said West Line of Lot 3, a distance of 217.66 Feet to the point of beginning, all in Cook County, Illinois.

Said premises are more commonly known as: 1823 North Monitor, Chicago, Illinois 60639.

P.I.N.: 13-12-400-029-0000, Volume No. 367.

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