

APR 11 1998

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TRUSTEE MORTGAGE

This Instrument was prepared by:  
LAYL J. PALMER  
CITIBANK, FSB  
500 W. MADISON STREET, 6<sup>TH</sup> FL.  
CHICAGO, IL 60661  
BUSINESS & PROFESSIONAL BANKING

THIS MORTGAGE is made this 6<sup>TH</sup> day of January, 1998 Lakeside Bank, as trustee under the terms and provisions of a deed or deeds in trust duly recorded and delivered to said trustee, under the provisions of a certain Trust Agreement dated May 3, 1985 and known as Trust No. 10-1036 ("Mortgagor"), Dimension Craft, Inc. ("Borrower"), and the "Mortgagee", Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is 500 W. Madison Street, Chicago, IL 60661 ("Lender").

THIS CONVEYANCE of certain real property is made to secure the obligation indicated below and evidenced by one or more of the following indicated contracts:

- (X) A promissory note dated 1/6, 1998, in the principal sum of \$100,000.00 executed by Borrower and payable to the order of Lender;
- (X) A guaranty dated 8/7/97, 1996, executed by Karl and Anna Hetzel and Fred and Wanda Kempinski for the indebtedness of Borrower to Lender;
- ( ) A credit agreement dated \_\_\_\_\_, 1997, executed by Borrower and requiring repayment of one or more extensions of credit;

including performance of any and all renewals, modifications or extensions of any of the above contracts which Lender elects to make in its sole discretion, or of any contract taken in substitution or exchange for any of them. This Mortgage shall also secure: (a) payment of all other sums and interest required to be paid to Lender by Borrower or Mortgagor; (b) performance of all agreements of Mortgagor in this Mortgage; (c) performance of all agreements of Mortgagor to pay fees and charges to Lender, whether or not set out in this Mortgage; and (d) payment of all other indebtedness or performance of all other obligations or any kind to Lender by Mortgagor to Lender it being understood and agreed that this Mortgage shall stand for any and all such obligations whether or not similar or related to the contract indicated above; which property has the address of:

2600 W. 50<sup>th</sup> St, Chicago, IL 60632  
(Street) (City) (Zip Code)

BOX 333-CTI

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("Property Address") and is legally described as follows:

SEE LEGAL DESCRIPTION, EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TAX I.D.#'S	19-12-212-003-0000	19-12-212-007-0000
	19-12-212-009-0000	19-12-212-016-0000
	19-12-212-022-0000	

TOGETHER with all the improvements now or later erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, with said Property (or the leasehold estate if this Mortgage is on a leasehold) are referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record constituting a lien which has priority over this Mortgage. Mortgagor covenants that Mortgagor warrants and will defend generally the title of the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Mortgagor and Lender covenant and agree as follows:

1 **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the debt secured and any prepayment and late charges due.

2 **Funds for Taxes and Insurance.** If requested to do so by Lender, Mortgagor shall pay to Lender on the day monthly payments are due under the Note, until the note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Mortgagor to Lender, in accordance with the provisions of paragraph 8 in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Mortgagor interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give Mortgagor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Mortgagor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Mortgagor in writing, and, in such case Mortgagor shall pay to Lender the amount necessary to make up the deficiency. Mortgagor shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Mortgagor any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3 **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to interest payable, and then to principal.

4 **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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5. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the rate in Borrower's note, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor, and Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provisions of paragraph 16. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who cosigns this Mortgage, but does not execute the Note or any contract secured, (a) is cosigning this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under this Mortgage, and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage, any secured contract, or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Lender as provided herein.

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and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, any secured contract, or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, any secured contract, or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage any secured contract and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the contract indicated above Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** If Mortgagor is the Borrower, Mortgagor shall fulfill all Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor, as Borrower, enters into with Lender. Lender, at Lender's option, may require Mortgagor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the property.

16. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Mortgagor as provided in paragraph 12 hereof specifying, (1) the breach, (2) the action required to cure such breach; (3) a date, not less than 5 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Mortgagor's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Lender any and all rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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20 Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

21 Waiver of Valuation and Appraisal. Mortgagor waive all right of valuation and appraisal.

22 Prior Indebtedness. Mortgagor represents and warrants that it the lawful owner in fee simple of the Property free and clear of all liens and encumbrances whatsoever except those "Permitted Exceptions" appearing in the attached Exhibit "A", and which have been approved by Beneficiary and that it has full right, power and authority to convey and mortgage the Property and to execute this Deed of Trust. Notwithstanding anything to the contrary in this Security Instrument, if the Permitted Exceptions include a prior deed of trust and/or mortgage (the "Prior Deed of Trust") securing indebtedness and obligations (the "Prior indebtedness"), then: (a) Mortgagor shall make all payments of principal and interest on the Prior Indebtedness as they become due; (b) Without the prior written consent of Beneficiary, Mortgagor shall not request or consent or agree to any increase in the amount of the Prior Indebtedness, any extension of time for its payment, any reduction in any payment required, or any postponement, modification or indulgence, and shall not sign a renewal note or notes for it.

23 Default of Prior Indebtedness. Should there occur any default in any payment or performance of the Prior Deed of Trust or any document evidencing the Prior Indebtedness: (a) Beneficiary, without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation, may pay or perform the Prior Indebtedness in the manner and to the extent that it may deem necessary, and may enter upon the Property for the purpose; (b) Beneficiary, at any time and from time to time, may prepay the Prior Indebtedness in whole or in part with all premiums, penalties or other payments required in connection with any prepayment; (c) Beneficiary, shall be entitled, without any grace period, to immediately exercise its rights and remedies for an event of default; and (d) the exercise of any right or remedy for a default shall not cure nor waive any default of the Security Instrument occasioned by the default.

24 Purchase of Insurance by Mortgagee. Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchase by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

IN WITNESS WHEREOF, Mortgagor, as the Trustee described above, has caused this Mortgage to be signed by its Vice President & Trust Officer, with its corporate seal affixed and attested by its Assistant Secretary this 6th day of January, 1998.

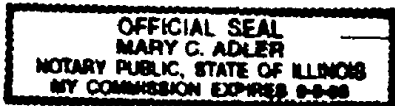
SUBSIDER ATTACHED HERETO AND MADE A PART HEREOF.

LAKESIDE BANK, Mortgagor;  
By: [Signature]  
Its: VICE - PRESIDENT & TRUST OFFICER

ATTEST: [Signature]  
STATE OF Illinois, Cook County ss:

I, the undersigned a Notary Public in and for said country and state, do hereby certify that Juvenal Telis and Eva Cepeda of the above named Mortgagor, who are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as VP & Assistant Secretary and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Mortgagor, did affix the seal of the Mortgagor to the foregoing instrument as their own free and voluntary act and the free and voluntary act of the Mortgagor, as Trustee, as aforesaid, for the uses and purposes therein setforth.

Given under my hand and official seal, this 6th day of January, 1998.  
My Commission expires  
[Signature]  
Notary Public



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EXHIBIT "A"

PARCEL 1:

THE WEST 100 FEET OF THE EAST 540 FEET OF LOT "A" OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS DOCUMENT 11098347), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 440 FEET OF LOT "A" (EXCEPT THE NORTH 266 FEET OF THE EAST 295 FEET THEREOF AND EXCEPT THEREOF PART OF THE WEST 145 FEET OF SAID EAST 440 FEET LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS DOCUMENT 11098347) OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND BEING PART OF LOT "A" OF THE RESUBDIVISION OF BLOCK 5 IN WILLIAM D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING COMMENCING AT A POINT IN THE EAST LINE OF LOT "A", 247 FEET SOUTH OF THE NORTH LINE OF SAID LOT "A"; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT "A", AFORESAID, A DISTANCE OF 273.88 FEET; THENCE WESTERLY ON A CURVED LINE, CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 311.27 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 310 FEET WEST OF THE EAST LINE OF LOT "A", AFORESAID, BEING THE POINT OF BEGINNING, RUNNING THENCE WESTERLY ALONG THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 294.44 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE, CONVEX TO THE NORTH WEST, WITH A RADIUS OF 309.62 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 40 DEGREES 44 MINUTES 27 SECONDS FROM SOUTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 8.53 FEET (ARC); THENCE CONTINUING SOUTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 25.76 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 42 DEGREES 40 MINUTES 14 SECONDS FROM NORTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 13.95 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 82.10 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.35 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 329.62 FEET, A DISTANCE OF 172.48 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 295 FEET WEST OF THE EAST LINE OF LOT "A" AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 18.53 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 266 FEET SOUTH OF THE NORTH LINE OF LOT "A" AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 15 FEET; THENCE NORTH ON A LINE DRAWN PARALLEL TO THE EAST LINE OF LOT "A" AFORESAID, A DISTANCE OF 20.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THAT PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 'A' 247 FEET SOUTH OF THE NORTH LINE THEREOF. THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 'A' AFORESAID, A DISTANCE OF 278.89 FEET; THENCE WESTERLY ON A CURVED LINE CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARALLEL LINE, AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 31.17 FEET WEST OF THE EAST LINE OF LOT 'A' AFORESAID, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND AFORESAID; CONTINUING THENCE WESTERLY ON THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET; THENCE NORTH WESTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 294.44 FEET TO ITS INTERSECTION WITH A CURVED LINE; SAID POINT OF INTERSECTION IS FOR CONVENIENCE IN THIS DESCRIPTION HEREINAFTER TERMED 'POINT A' AND SAID CURVED LINE IS HEREINAFTER TERMED 'LINE A' AND IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN A LINE, DRAWN PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' AFORESAID SAID POINT BEING 558 FEET WEST OF THE EAST LINE THEREOF; RUNNING THENCE SOUTH WESTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 6 DEGREES 22 MINUTES WITH THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 25.02 FEET; THENCE SOUTH WESTERLY ON A CURVED LINE, CONVEX NORTH WESTERLY TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 97.40 FEET, MORE OR LESS TO 'POINT A' AFORESAID, RUNNING THENCE NORTH EASTERLY ALONG THE CURVED 'LINE A' AFORESAID, A DISTANCE OF 97.40 FEET; THENCE CONTINUING NORTH EASTERLY ALONG SAID 'LINE A' A DISTANCE OF 25.02 FEET OF SAID POINT IN SAID LINE, DRAWN PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' THENCE EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 558 FEET TO THE EAST LINE OF LOT 'A' AFORESAID THENCE SOUTH ALONG THE EAST LINE OF LOT 'A' A DISTANCE OF 200 FEET; THENCE WEST ALONG A LINE 266 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 'A' A DISTANCE OF 310 FEET THENCE NORTH ALONG A LINE 310 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 'A' AFORESAID, A DISTANCE OF 20.57 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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WHAT PART OF THE NORTH 66 FEET ... OF THE FIRST DIVISION OF BLOCK 5 OF ...  
... AND CO'S 51ST STREET ... BEING A SUBDIVISION OF THE SOUTHWEST 1/4  
... (EXCEPT THE NORTH 133 FEET THEREOF, OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP  
... RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, CHICAGO, CONVEYED BY PHIPPS  
INDUSTRIAL LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY DEED, DOCUMENT 82  
... SOUTH OF A LINE DESCRIBED AS FOLLOWS.

FROM THE INTERSECTION OF THE WEST LINE OF SOUTH ROCKWELL STREET AND SOUTH LINE ...  
... AND CONVEYED TO THE INDIANA HARBOR BELT RAILROAD BY SAID PHIPPS INDUSTRIAL LAND  
... TRUST BY DEED AFOREMENTIONED, (THE SAME ALSO BEING THE NORTH LINE OF PROPERTY  
... CONVEYED TO CHICAGO GRANITINE MANUFACTURING COMPANY BY DEED DOCUMENT 11920079)  
... MEASURE NORTHERLY 46 FEET ALONG SAID WEST LINE OF SOUTH ROCKWELL STREET TO THE POINT  
... BEGINNING THENCE WEST ALONG A STRAIGHT LINE PARALLEL WITH AND 46 FEET NORTH OF  
... SAID SOUTH LINE, A DISTANCE OF 286.29 FEET TO A POINT OF CURVE; THENCE SOUTH WEST  
... ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 683.03 FEET, AND BE  
... TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE  
... 47 FEET TO POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURV  
... E CONVEX TO THE NORTHWEST HAVING A RADIUS OF 877.63 FEET AND HAVING A COMMON  
... TANGENT WITH LAST DESCRIBED CURVE LINE AT SAID POINT OF COMPOUND CURVE; AN ARC  
... DISTANCE OF 67.24 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTHWESTERLY ALONG A  
... STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID POINT OF TANGENCY A  
... DISTANCE OF 52.96 FEET TO A POINT OF CURVE; THENCE CONTINUING FURTHER SOUTH WESTERLY  
... ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 60 FEET AND BEING  
... TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE  
... 41.09 FEET TO A POINT IN SAID SOUTH LINE OF LAND CONVEYED BY THE PHIPPS INDUSTRIAL  
... LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY SAID AFOREMENTIONED DEED OF JANUARY  
... 1924. SAID POINT BEING 519.43 FEET DISTANT WESTERLY MEASURED ALONG THE SAID SOUTH  
... LINE OF PREMISES CONVEYED BY SAID DEED OF JANUARY 10, 1924 FROM SAID WEST LINE OF  
... SOUTH ROCKWELL STREET, ALL IN COOK COUNTY, ILLINOIS.

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**MORTGAGE RIDER**

**THIS MORTGAGE or TRUST DEED** is executed by **LAKESIDE BANK**, 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 by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or Trust Deed shall be construed as creating any Liability on **LAKESIDE BANK** or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or Trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the co-signer, endorser or guarantor of said Note.

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